

## General Terms and Conditions of Purchase for Work and Services – Hubert Burda Media

### 1. Definitions

- 1.1. The **customer** (hereinafter referred to as "**customer**") is Burda Procurement GmbH or the company affiliated with Hubert Burda Media Holding Kommanditgesellschaft pursuant to Sections 15 ff. of the German Stock Corporation Act (AktG), which commissions the corresponding services specified as an order.
- 1.2. The **contractor** (hereinafter referred to as "**contractor**") is the company accepting the order.
- 1.3. The **party** is either the customer or the contractor, or jointly the parties.
- 1.4. **Order** means a binding request for delivery and service by the customer.
- 1.5. **Services** are exclusively services and/or works, especially in the fields of events, marketing, creative services, consulting, communication and the commissioning of personnel services.
- 1.6. **Projects** are services to be provided over a certain period of time.
- 1.7. **Objects of use** are all work results, in particular implementation documents such as descriptions, drawings, analyses, designs, ideas, drafts, claims, layouts, procedures, specifications, reports and concepts which the contractor produces when implementing the contract.

### 2. Scope of the GTCP

- 2.1. These GTCP shall apply to all orders for the utilisation of services. These can be, for example, service contracts, work contracts or mixed work and service contracts.
- 2.2. These GTCP of the customer apply exclusively. Any terms and conditions of the contractor that contradict or deviate from these GTCP are hereby expressly rejected. The GTCP of the customer shall also apply even if the customer accepts the contractor's deliveries and services without reservation in the knowledge of the contractor's conflicting or deviating terms and conditions. The principles concerning the commercial letter of confirmation do not apply.

### 3. Conclusion of contract

- 3.1. The parties agree that the eProcurement system used by Burda (e.g. Coupa) can be used for orders. The customer is entitled to place an order via the eProcurement system. The contractor has created the technical prerequisites for being able to accept orders via the eProcurement system.
- 3.2. The contractor is obliged to expressly declare the acceptance of an order. Orders placed by the customer via the Coupa eProcurement system must be accepted by the contractor via Coupa.
- 3.3. With the acceptance of the order, the contract is considered concluded. The unconditional implementation of an order shall be deemed to be acceptance even without an express declaration.
- 3.4. If reference is made to other documents (e.g. order/offer, framework agreement, IT GTCP), the following ranking shall apply in the interpretation of the contract:
  - Order/individual contract
  - Framework agreement
  - Present GTCP
  - Offer
- 3.5. Legally relevant declarations and notifications made by the contractor after conclusion of the contract require the customer's personally signed confirmation to be effective.

### 4. Performance of the contractual service

- 4.1. The contractor may only use a subcontractor to fulfil its contractual obligations with the prior written consent of the customer. Consent may not be refused without a factual reason. Such a factual reason is particularly given, if the customer has concluded framework agreements with third parties which

include such services which the contractor wishes to obtain via subcontractors. The contractor must pass on the obligations imposed on it with regard to data protection and secrecy to the subcontractor engaged in writing and provide proof of this immediately on request at any time.

- 4.2. All services are to be performed properly in accordance with the state of technology at the time of performance.
- 4.3. Upon request, the contractor must provide information in writing at any time about the current status of the service provision.
- 4.4. The contractor may only supply such objects of use that are intended by the manufacturer to be placed on the market in a member state of the European Union or a state that is a party to the Agreement on the European Economic Area.
- 4.5. Unless otherwise stated in the order, the registered office of the customer shall be the place of performance.

### 5. Delivery and completion dates

- 5.1. The dates and deadlines specified in the contract shall apply to the performance of the contractual services. The stated delivery or implementation time is binding. If circumstances arise which prevent the agreed delivery or implementation time from being met, the contractor will inform the customer of this immediately. Any postponement of delivery and/or implementation deadlines must be agreed in writing with the customer to be effective.
- 5.2. In case of a delay in performance, the customer is entitled to statutory claims.
- 5.3. Even if the contractor is only temporarily unable to provide the services, the customer shall be entitled, after setting a reasonable deadline, to commission third parties to provide the service as a substitute. The payment obligation shall remain in force to the extent that the contractor proves that it is not responsible for the temporary impossibility.
- 5.4. If the contractor is in default, the customer may demand a contractual penalty in the amount of 0.25% of the invoiced amount per completed calendar day of default, but not more than 5% of the invoiced amount in total. The right to assert further damages in accordance with the statutory provisions is reserved. If a contractual penalty has been incurred, the customer has the right to declare the reservation of the contractual penalty until the final invoice has been paid.

### 6. Changes to services

- 6.1. The customer is entitled, at any time, to demand changes in performance in writing or in text form. The contractor undertakes to take instructions and requests for changes into account during implementation of the order.
- 6.2. In the event of a demand for a change in performance, the contractor shall inform the customer in writing or in text form within 5 working days as to whether the change in performance is possible and what effects it would have on the contract, in particular taking into account the time schedule, additional expenditure, the amount of remuneration and the obligations to cooperate. If it is not possible to prepare an offer within 5 working days due to the complexity or the extent of the change request, the contractor shall notify the customer of this immediately and the parties shall subsequently agree on a reasonable period of time.
- 6.3. The customer shall inform the contractor in writing within a further period of 10 working days whether the claim for a change in performance is to be maintained or whether the contract is to be continued under the old conditions.
- 6.4. If the customer accepts the contractor's offer to change the service, this shall be recorded in a change log and attached to the contract as an appendix.
- 6.5. The contractor is only entitled to make changes to services with written consent. In particular, a change in performance by one of the contractor's suppliers does not constitute a right to provide a changed service.

6.6. The parties agree that insignificant changes and additions (those which do not deviate by more than +/- 10% from the offer or order value) are included in the agreed remuneration.

## 7. Acceptance

The following provisions shall apply to the acceptance of work services and insofar as the parties agree on acceptance of other services:

- 7.1. After delivery of the agreed service for the purpose of acceptance, the customer has at least 14 calendar days to check the work performed by the contractor for compliance with the contract. The parties may also agree on a different review period.
- 7.2. If there are no defects or only insignificant defects which only insignificantly impair the intended use of the contractual services, the customer shall declare acceptance. The acceptance of partial performances does not limit the customer in the assertion of defects in already accepted partial performances during the overall acceptance, insofar as such defects only become apparent through the interaction of system parts.
- 7.3. Acceptance shall not be effected by implied actions such as the use of the work; it must always be expressly declared by the customer. With the declaration of acceptance, the risk of accidental deterioration is transferred to the customer.
- 7.4. The contractor shall immediately remedy any defects that prevent acceptance and resubmit its services for acceptance. The above provision of Sections 7.1 and 7.2 shall apply accordingly to a renewed acceptance.
- 7.5. Insignificant defects will be recorded in the acceptance log and remedied immediately.
- 7.6. If the final acceptance fails twice, the customer is entitled to withdraw from the individual order concerned.
- 7.7. Acceptance of partial services shall only be considered if this has been expressly agreed in writing between the parties.

## 8. Project management

- 8.1. The parties shall each appoint a project manager as contact person for all questions concerning the respective project. Should this person be prevented from acting in this capacity, the respective party shall in turn provide a qualified substitute with decision-making powers.
- 8.2. The contractor will report on the current status of the service provision every two weeks in text form. The contractor's project manager shall inform the customer's project manager immediately upon becoming aware of any imminent exceeding of the agreed effort, expenditure or time requirements and of any imminent non-compliance with the agreed milestones, deadlines and completion dates.
- 8.3. The project managers are not entitled to change agreed requirements, milestone dates and requirements or other essential parts of the contract.

## 9. Prices and terms of payment

- 9.1. The agreed remuneration shall cover all services to be rendered by the contractor, including any rights granted. Automatic price adjustments shall not take place.
- 9.2. Travel times, travel, accommodation and catering costs will not be reimbursed unless individual contractual agreements to this effect have been made.
- 9.3. All prices and costs are binding and are exclusive of the statutory value added tax applicable at the time of invoicing. If a price is not noted on the order, the contractor will calculate the lowest market price or its manufacturer's price. The right to later price negotiations between the parties is reserved.
- 9.4. The contractor shall bear all customs duties, taxes, levies and costs of importation arising from the order. The contractor's cost of materials is only refundable if this has been agreed in writing beforehand.
- 9.5. If, contrary to Section 9.1, something else has been agreed upon and the invoicing is based on time and/or material expenditure on the basis of proof to be acknowledged and signed by the customer on a daily basis and on the basis of the agreed rates, this must be verifiably stated on the invoice.
- 9.6. Unless otherwise agreed, the claim to payment of the agreed remuneration shall arise after complete, defect-free

performance of the service and, in the event of a requirement for acceptance, upon issue of the acceptance certificate.

- 9.7. The payment period shall commence upon receipt of a proper invoice in accordance with Section 14 of the Value Added Tax Act (UStG). The due date is 30 days after the beginning of the payment period. Section 286 (3) of the German Civil Code (BGB) shall not apply. If payment is made within 14 calendar days, the contractor shall grant a 3% discount on the net amount of the invoice. Payments shall be deemed to be on time if the payment order is made within the time limit.
- 9.8. Invoices are to be sent by e-mail in PDF format to [kreditoren.rechnung@burda.com](mailto:kreditoren.rechnung@burda.com). Invoices by the contractor which refer to a Coupa order (43rd order) must be issued and transmitted via the Coupa Supplier Portal. For a correct assignment, they must contain the organisational indicators of the order, such as order number, delivery location, and so on. The customer shall receive correspondingly marked partial invoices for agreed partial payments.
- 9.9. In the event of late payment, the contractor may demand interest on arrears at an annual rate of 5 percentage points above the base interest rate of the European Central Bank. The contractor is at liberty to prove higher damages, while the customer is at liberty to prove lower damages. The customer shall only be in default after a written reminder from the contractor after the due date has been reached.
- 9.10. Payments made by the customer do not constitute recognition of the contractor's performance in accordance with the contract.
- 9.11. The customer is entitled to set-off and retention rights to the extent permitted by law.
- 9.12. The contractor's claims arising from the contract may not be assigned to third parties, either in whole or in part, without the customer's written consent.
- 9.13. The contractor shall not charge a remuneration surcharge on third-party costs, in particular no handling fee. Third-party costs must be fully disclosed in the contractor's offers.
- 9.14. Kick-back payments to the contractor from approved subcontractors or with regard to third-party costs must be disclosed and fully reimbursed to the customer.

## 10. Participation of the customer

- 10.1. The customer will cooperate in the sense of an obligation in the implementation of the contract, insofar as this is contractually agreed and necessary.
- 10.2. The contractor is obliged to request the customer to cooperate within a reasonable period of time and by stating the specific act of cooperation. If the request is omitted, the customer shall not be in default of cooperation and the contractor may not invoke improper cooperation. The customer is only liable for insufficient or delayed cooperation if the customer is responsible for it.

## 11. Transfer of ownership and transfer of risk

- 11.1. Insofar as the contractor owes a transfer of object ownership, this shall generally be transferred to the customer without reservation of title upon delivery of the object. If the customer is already in possession of the object, the ownership is transferred to the customer upon conclusion of the contract. If the contractor is to remain in possession of the object, the transfer of ownership shall take place upon conclusion of a corresponding ownership agreement.
- 11.2. The risk shall be transferred to the customer, at the earliest, with the transfer of ownership. Section 447 BGB shall not apply.

## 12. Granting of rights

- 12.1. The contractor grants to the customer an exclusive, unrestricted in terms of time, space and content, permanent, irrevocable and non-cancellable right of use for non-commercial and commercial purposes for all objects of use as soon as they are created, but at the latest when they are handed over to the

customer; this right of use extends to all known and unknown types of use, including

- the right of permanent or temporary reproduction, in whole or in part, by any means and in any form, such as display, loading and/or running, or other permanent and/or transient storage on electronic, electromagnetic or optical storage media, such as any type of hard disk, RAM, DVD, CD-ROM, memory cards, USB sticks etc.;
- the right to exhibit and to publish;
- the right to distribute the reproductions on any data medium and in physical and non-physical form and by any other means, including the right to commercial exploitation, including by rental and/or loan;
- the right to wired and/or wireless public and non-public reproduction, in particular making available to the public in such a way that the work results are accessible to members of the public from places and at times of their choice, including by means of image, sound and other information carriers, in databases, data networks and online services;
- the right to translate, edit or otherwise transform and exploit the versions produced in this way in the same way as the original objects of use themselves.

12.2. Insofar as individual elements of the objects of use (e.g. image, sound or video files, archive material) are based on third party material, the contractor undertakes to obtain these elements from generally accessible databases, or alternatively from the holder of the rights, and to grant to the customer the non-exclusive rights of use in this respect to the extent specified in Section 12.1. A solution which is free of charge for the customer is always to be preferred. The acquisition of rights at the expense of the customer requires prior notification and the prior written consent of the customer. Otherwise, the costs are to be borne by the contractor.

12.3. The contractor shall inform the customer in each case of any restrictions of the rights of use, GEMA rights and rights of other collecting societies and shall obtain the customer's prior written consent to their use.

12.4. The customer is entitled to transfer the above rights in whole or in part to third parties without further consent from the contractor or to split off further simple rights of use from them and to grant them to third parties, to have them used or operated for it by third parties, to use them not only for its own purposes but also for the provision of services to third parties, irrespective of whether this is done for non-commercial or commercial purposes.

12.5. The customer accepts the granting of the rights of use upon conclusion of the contract.

12.6. The contractor shall ensure that no moral rights of authorship / personal rights of the author are asserted against the customer.

12.7. All implementation documents (e.g. descriptions, drawings, documentation) supplied by the contractor in execution of the contract shall become the property of the customer upon their handover.

### 13. Claims for defects

13.1. Any defects shall be remedied by the contractor within the warranty period without delay and in accordance with the statutory provisions.

13.2. The following shall apply to repair or replacement delivery in the event of a warranty claim:

13.2.1. The choice as to whether the defect is to be remedied by repair or replacement shall be at the discretion of the customer. The contractor may refuse the type of supplementary performance chosen by the customer if it is only possible at a disproportionate cost.

13.2.2. If, even after two attempts at rectification or replacement delivery, the contractor is still unable to eliminate the deviations from the quality owed, in particular from the agreed quality, or to circumvent them in such a way that the customer is able to use the respective service in accordance

with the contract, the customer may, at its discretion, demand a reduction in the remuneration and, if the contractor is at fault, additionally demand compensation for damages or reimbursement of its futile expenses and declare its withdrawal from the contract. In the event of a partial rescission or termination, the contractor shall only receive remuneration for the contractual services accepted as being free of defects and not covered by the partial rescission or for the contractual services performed after the termination, provided that these are economically useful for the customer. If the quality has not been agreed upon, the contractor shall be responsible for the suitability for the contractually stipulated use. Further rights and claims of the customer remain unaffected.

13.2.3. The contractor may not demand separate remuneration for services rendered under repair or replacement delivery. If the contractor asserts a claim for remuneration, it must demonstrate and prove that the service is not included in the statutory obligations for claims for defects.

13.2.4. If the contractor is in default of performance, the customer shall be entitled to remedy the defect itself at the contractor's expense after the unsuccessful expiry of a reasonable period of time set by it for subsequent performance. In the event of particular urgency for immediate action due to urgent needs, or if the customer cannot reasonably be expected to accept supplementary performance, a deadline need not be set.

13.2.5. The customer shall notify the contractor of obvious and hidden defects within a period of 14 calendar days after their discovery. Section 377 of the German Commercial Code (HGB) is waived in this respect.

13.2.6. The customer's agreement to technical documents and/or calculations by the contractor shall not affect the contractor's liability for defects.

13.2.7. In the context of temporary provision of software, Section 536b BGB shall not apply.

### 14. Warranty / Limitation period

14.1. Claims due to defects shall generally expire after 24 months. If the statutory warranty period is longer, the longer limitation period shall apply instead.

14.2. In the case of services requiring acceptance, the limitation period shall commence with the acceptance, and in the case of services requiring handover, with the handover to the customer.

14.3. In the case of defects of title, the limitation period shall not commence until the customer becomes aware of the defect.

14.4. In all other respects, the statutory periods of limitation and regulations on the commencement of the period of limitation shall apply.

### 15. Liability

15.1. The contractor shall be liable exclusively in accordance with the statutory provisions for all damage caused intentionally or negligently by the contractor, its employees, organs, representatives, vicarious agents and/or assistants or other commissioned third parties (subcontractors), insofar as such damage is based either on a guarantee, on an assurance or on a breach of duty by the contractor. However, if the damages are based on a breach of duty, the contractor shall not be liable if it can prove that the breach of duty is not due to its fault. In addition, the customer is entitled to the statutory claims for damages.

15.2. Insofar as the contractor has manufactured or delivered an object that is defective within the meaning of the German Product Liability Act, it shall indemnify the customer from all claims by third parties in this respect.

15.3. Should damage be caused to third parties during the organisation of events due to errors in the area of responsibility of the contractor, the contractor shall in this respect indemnify the customer from all claims by third parties.

15.4. The contractor undertakes to maintain a business and product liability insurance with a coverage of at least €5 million per

personal injury/property damage and to provide the customer with copies of this insurance upon request. A higher minimum insurance sum can also be agreed in individual contracts.

15.5. Contractual penalties or lump-sum damage claims against the customer are excluded.

15.6. In the case of simple and slight negligence, the customer shall only be liable in the event of a breach of an essential contractual obligation and only to the extent of the foreseeable damage. Essential contractual obligations are those whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner may regularly rely.

15.7. The customer shall not be liable for indirect damages, in particular lost profits.

15.8. Insofar as liability of the customer is excluded, the exclusion shall also apply to the liability of the employees, legal representatives and vicarious agents of the customer.

15.9. Sections 15.6, 15.7 and 15.8 shall not apply in the case of intent and gross negligence or in the case of damages resulting from injury to life, body or health.

## **16. Third-party rights**

16.1. The contractor guarantees that all services and objects of use are free of third-party intellectual or industrial property rights and that there are no other third-party rights to them which restrict or exclude their use in accordance with the contract.

16.2. If contractual services violate the rights of third parties (including industrial property rights and copyrights), the contractor shall do everything reasonable within the scope of supplementary performance to create contractual conditions by acquiring rights. If the acquisition of rights is not successful, the contractor shall provide the customer with an equivalent contractual service and delivery items that do not infringe the rights of third parties (by-pass solution). The by-pass solution is only equivalent if it does not restrict, or only insignificantly restricts, the agreed usability of the contractual services and delivery items by the customer. The contractor shall bear the costs of the by-pass solution, as well as any necessary adaptation of the environment of the contractual services, unless it is not responsible for the infringement of the rights of third parties. If the contractor does not succeed in eliminating impairments caused by the rights of third parties, the customer is entitled to cancel the contract in whole or in part or to demand a reduction of the remuneration. Further rights and claims of the customer remain unaffected.

16.3. The contractor shall indemnify the customer without limitation in terms of amount from all claims by third parties and associated costs due to the infringement of the rights of third parties. This does not apply if the customer is exclusively responsible for the violation of the rights of third parties.

16.4. In the event that claims are asserted against the customer due to the infringement of third-party rights by the contractual services, the contractor shall be obliged to independently conduct the legal defence for the customer at its own expense. The customer shall support the contractor in defending itself against asserted third-party claims, if necessary, to a reasonable extent at the contractor's expense. The customer is entitled to carry out the legal defence itself, but will coordinate with the contractor in this respect. In this case, the contractor is still obliged to bear the necessary costs.

## **17. Secrecy / Protection of secrets**

17.1. The parties undertake to treat as confidential all confidential information belonging to the other contracting party obtained in the course of performance of the contract and to use it only for the purpose of the contract. This includes, in particular, technical as well as non-technical information, data, ideas, inventions, trade secrets and/or expertise, as well as other information that is designated as confidential or is recognisable as such.

17.2. The parties undertake not to use confidential information received and, in particular, not to apply for intellectual property rights. No ownership, usage and utilisation rights to confidential information, the associated expertise or any property rights registered or granted thereon shall be granted. The provision of the confidential information does not constitute a right of prior use for the receiving party.

17.3. The internal disclosure of confidential information is only permitted to the extent that it is necessary for the purpose of the contract (need-to-know) and it is ensured that only those employees receive the confidential information who have or have had obligations comparable to those contained in these GTCP imposed on them within the scope of legal possibilities.

17.4. The parties undertake not to make any confidential information available to third parties and to protect it by appropriate secrecy protection measures. The reproduction of such confidential information, insofar as it does not exclusively serve the fulfilment of the contract, is not permitted. All confidential information received and copies made thereof must be returned to the respective party immediately upon request or destroyed / deleted. This obligation does not apply to routinely made backup copies of electronic data traffic, nor to confidential information and copies thereof which the receiving party is required to keep under applicable law. However, such copies and retained confidential information shall otherwise continue to be subject to the provisions of these GTCP.

17.5. The parties undertake, in particular, not to reverse engineer confidential information received without the express written consent of the other party and not to examine it for composition and/or manufacture (prohibition of reverse engineering).

17.6. The above-mentioned obligations shall not apply to confidential information (i) which was already in the public domain at the time of disclosure or which enters the public domain thereafter without any failure to comply with the foregoing provisions being a contributory cause thereof, (ii) which was already in the possession of the receiving party prior to disclosure, (iii) which is subsequently disclosed to the receiving party by a third party without an obligation to maintain confidentiality, unless the disclosure by such a third party violates an obligation to maintain confidentiality to the knowledge of the receiving party, or (iv) which was independently developed by an employee of the receiving party without knowledge of the disclosed confidential information. If, and to the extent that, the receiving party is required by court or governmental order to disclose confidential information, the receiving party shall be entitled to disclose such confidential information to the extent required by such an order, provided that it promptly notifies the disclosing party to the extent permitted by law so that the latter may exercise its rights.

17.7. The above obligations shall apply indefinitely, in particular also after termination of the cooperation.

## **18. Termination of contract**

18.1. The provisions of these GTCP, in particular with regard to the rights of third parties (Section 16), secrecy (Section 17) and data protection (Section 19), shall continue to apply even after termination of the contractual relationship.

18.2. In the event of termination of the contract, irrespective of the legal grounds, the contractor shall hand over, free of charge, the data, records, documents and other information belonging to the customer or created individually for the customer, as well as the services provided by the customer or services created individually by the contractor for the customer, or, at the customer's discretion, make them available either at an interface to be defined by the contractual parties or on data carriers and disclose the data structures. Statutory storage obligations remain unaffected by this. The contractor is not entitled to assert rights of retention on such data, documents and information.

18.3. Irrespective of the reason for the termination of the contract, the parties shall cooperate for the purpose of a proper termination or handover of the contract. The customer may demand

that the contractor supports the customer in the transfer of the contractual services concerned to a subsequent provider. The support comprises all services that are necessary or useful for a proper transfer of the services to the subsequent provider, including support in the development and implementation of an appropriate transfer plan and the provision of necessary information and data to enable a smooth transition to a data processing system selected and/or operated by the customer or a third party designated by the customer. Subsequent providers can be either the customer itself or a third party commissioned by it. The proper performance of contractual services which the customer still obtains from the contractor must not be impaired. Any costs incurred will only be reimbursed according to actual expenditure on the basis of agreed prices. Any other claims for remuneration by the contractor are hereby excluded.

## 19. Data protection

- 19.1. If the contractor obtains access to personal data in the course of providing the contractual services, it shall observe the applicable data protection regulations and, in particular, shall process personal data exclusively for the purpose of providing the contractual services (intended purpose), oblige its employees in writing to comply with the data protection requirements according to the GDPR and instruct them on the data protection regulations to be observed, and prove this to the customer on request.
- 19.2. If order processing takes place on the part of the contractor, the contractor is obliged to conclude an order processing agreement with the customer.
- 19.3. The customer is entitled to store and process the data provided to it by the contractor on conclusion and implementation of the contract in compliance with the applicable statutory provisions on data protection, insofar as this is necessary for the contractual purposes. The privacy policy is available at [www.burda-procurement.de](http://www.burda-procurement.de).

## 20. Reference

The contractor is only permitted to use the customer as a reference with the express written and revocable consent of the customer. In particular, the customer reserves the right to use its names, company logos, registered trademarks or samples.

## 21. Compliance

- 21.1. The contractor undertakes not to offer, grant, demand or accept advantages within the business relationship, either in business dealings or in dealings with public officials, which violate applicable anti-corruption regulations.
- 21.2. The contractor undertakes not to enter into any agreements or concerted practices with other companies within the business relationship which have as their object or effect the prevention, restriction or distortion of competition in accordance with the applicable antitrust laws.
- 21.3. The contractor assures that it will comply with the respective applicable laws governing the general minimum wage and oblige subcontractors commissioned by it to the same extent. Upon request, the contractor shall provide evidence of compliance with the above assurance. In the event of a breach of the above assurance, the contractor shall indemnify the customer from claims by third parties and shall be obliged to reimburse any fines imposed on the customer in connection with this.
- 21.4. The contractor shall comply with the respective statutory regulations on dealing with employees, environmental protection and occupational safety.
- 21.5. If there is a suspicion of a breach of the obligations under Sections 20.1 to 20.4, the contractor shall immediately investigate possible breaches and inform the customer of the investigation measures taken. If the suspicion turns out to be justified, the contractor must inform the customer within a reasonable period of time about the internal measures it has taken to prevent future violations. If the contractor does not fulfil these obligations within a reasonable period of time, the customer reserves

the right to withdraw from contracts with the contractor or to terminate them with immediate effect.

- 21.6. In the event of serious violations of the law by the contractor or violations of the provisions in Sections 20.1 to 20.4, the customer reserves the right to withdraw from existing contracts or to terminate them without notice.

## 22. Final provisions

- 22.1. The written form within the meaning of these General Terms and Conditions of Purchase for Work and Services is also maintained by using a documented electronic signature tool (the technical requirements for the electronic signature in the sense of the eIDAS Regulation must be fulfilled), whereby a simple electronic signature is sufficient for this purpose. The use of an eProcurement tool (in particular, Coupa or SAP) used by Burda is also considered sufficient. E-mail, however, does not maintain this form.
- 22.2. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the regulations of international private law (IPR).
- 22.3. Should individual provisions of these GTCP be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the rest of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come as close as possible to the economic objective which the parties had pursued with the invalid or unenforceable provision. The above provisions shall apply accordingly in the event that the contract proves to be incomplete.
- 22.4. The place of jurisdiction for all legal disputes arising out of or in connection with this contractual relationship shall be Munich (Local Court or Regional Court Munich I), subject to mandatory deviating statutory places of jurisdiction. The customer reserves the right to take legal action at other courts with statutory jurisdiction. Arbitration procedures have not been agreed.

Dated: 06.08.2020