

# **Media Frankfurt GmbH General Terms and Conditions of Contract**

**- valid as of February 01, 2022 -**

## **1. Scope, conclusion of contracts, contractual components, order of priority**

- 1.1. Except where otherwise agreed in writing, the following General Terms and Conditions of Media Frankfurt GmbH ("Media") are to be regarded as the contract content.
- 1.2. These General Terms and Conditions shall govern all future business relations, even if not expressly agreed upon again.
- 1.3. General Terms and Conditions of Media's customer ("Contract Partner") are not to be regarded as content of this contract, even if not expressly objected to by Media. Insofar as the General Terms and Conditions of the Contract Partner fail to coincide with the following General Terms and Conditions, the Contract Partner must notify Media in good time before the conclusion of the contract expressly and in writing that the General Terms and Conditions of Media are not acceptable. Should it fail to do so, the Contract Partner waives its right to assert its contradicting Terms and Conditions.
- 1.4. All offers and services by Media are addressed only to merchants acting within their business in accordance with the German Commercial Code (*Handelsgesetzbuch*, "*HGB*"), to corporate bodies organized under public law (*juristische Personen des öffentlichen Rechts*) or special assets under public law (*öffentlich-rechtliche Sondervermögen*).
- 1.5. Any offer submitted by Media (hereinafter referred to as "Offer") is without obligation and non-binding unless the Offer includes an express statement to the contrary.
- 1.6. Contracts between Media and the Contract Partner shall only enter into validity if all of the following conditions are fulfilled:
  - The Contract Partner places the order with Media by signing the Offer unconditionally and without modification and then returns the order to Media ("Order"). The Order constitutes a binding contract offer. The offer stipulates whether the Order is to be scanned and sent by e-mail or sent by fax (text form pursuant to Section 126b of the German Civil Code, *BGB*), as an electronic document with a qualified electronic signature (electronic pursuant to Section 126a of the German Civil Code, *BGB*) or sent by mail (written form pursuant to Section 126 of the German Civil Code, *BGB*).
  - Media shall provide the Contract Partner – at Media's discretion in text form, electronic form or in writing - with a declaration confirming the conclusion of the contract ("Order Confirmation").

If Media offers the conclusion of contracts via an online platform, the regulations published there have priority for the conclusion of the contract.
- 1.7. Media may grant an option to the Contract Partner with a separate, explicit "Option Confirmation" in text form, electronic form or in writing. In such case, the Offer shall be binding pursuant to the provisions of the Option Confirmation.
- 1.8. Contractual components are exclusively the provisions of the following documents (collectively, the "Contract"):

- Media's Offer,
- insofar as promotions are the object of the contract (see clause 13 below), the guidelines for conducting promotions ("Guidelines for Promotions at Frankfurt Airport"),
- these General Terms and Conditions, as well as the media data (*Mediadaten*) published by Media under <https://mediadaten.media-frankfurt.de/>, insofar as these additionally describe the respective contractual advertising carriers.

In case of inconsistencies, the above order also represents the order of priority.

## 2. Services of Media

- 2.1. Media provides its Contract Partners at the location contractually agreed upon with advertising carriers for advertising purposes (so-called "Media Services") and offers additional services as well as production services.
- 2.2. The advertising carrier will be provided for advertising purposes for the "time period" stipulated in the Offer. Where applicable, "interval" describes an individual period of time during which an advertising carrier will be offered for a designated RateCard Price published in the Mediafacts of Media. A time period, therefore, consists of one or more intervals (example: interval = 1 month, 3 intervals agreed upon = time period of 3 months from the agreed starting date until the agreed ending date of the time period).
- 2.3. Unless expressly agreed in individual cases, the exclusion of competitors of the Contract Partner or its advertising customers is not guaranteed.
- 2.4. Due to the specific nature of airport operations, short-term delays of the beginning of Media Services as well as interruptions or limitations of Media Services (henceforth in their entirety referred to as "Airport Related Service Interference") may occur. Regular closing times of the airport or parts of the airport do not count as Airport Related Service Interference. Airport Related Service Interferences with a duration of
  - up to one day if a time period of less than two weeks applies
  - up to a total of up to 5% of the relevant time period and not exceeding 17 days per a time period of 12 months for all remaining time periods
 do not entitle the Contract Partner to assert claims against Media (in particular, offsetting with counterclaims, reduction of price, or a right of retention of due payments).
- 2.5. Assembly and disassembly in outdoor areas, in particular the gluing of the contractually agreed locations, may - depending on the advertising carrier and advertising material - only take place at certain times and weather conditions (e.g. only at night and from a certain outside temperature and under dry and windless conditions). If assembly or disassembly is not possible on the agreed date due to weather conditions, Media will carry out assembly or disassembly on the next possible date. A correspondingly delayed assembly shall not be considered as an Airport Related Service Interference nor as a service interference for which Media is responsible. Clause 2.9 shall not apply. The Contract Partner's payment obligation for the booking period remains unaffected.
- 2.6. Except in cases as defined in clause 2.4, should Media be responsible for a service interference (non-execution, interruption, premature termination, delay, poor performance or other disturbance of the Media Services), Media shall, at its own discretion, (i) display the advertising on a different but equivalent advertising carrier ("Equivalent Advertisement"), (ii) extend the time period for the

advertising ("Extension of Advertisement") or (iii) reduce the Contract Partner's payment obligations. Each of the abovementioned measures shall be carried out on a pro rata basis with regard to the affected time period ("Disruption") in relation to the time period per advertising carrier.

- 2.7. Where the parties have, based on the Offer, agreed on a specific advertising purpose (i.e. a fixed starting date of a time period or an inextricable linkage between the advertisement and an event as specified in the Offer, i.e. certain holidays or a sports event) and would such purpose not be fulfilled due to an Airport Related Service Interference or a service interference Media is responsible for, Media will, in derogation from the provisions in clauses 2.4 and 2.6, reduce the Contract Partner's payment obligations in accordance with clause 2.6 (iii), provided that the Contract Partner is not interested in Equivalent Advertisement or Extension of Advertisement. Any further claims of the Contract Partner remain unaffected.
- 2.8. Media is entitled to partial performance (delayed provision of individual batches of the agreed upon number of advertising carriers or produced Advertising Material) unless the partial performance is so marginal in scope in relation to the contractually agreed upon services that – based on reasons that are to be factually and objectively assessed – the Contract Partner has no interest in such. In the case of partial performance, remuneration as agreed upon in this contract shall be proportionately reduced (if necessary, also taking into consideration any damages to the Contract Partner caused by default (*Verzug*) in connection with the liability provisions of these General Terms and Conditions). Short-term limitations to advertising according to 2.4 and 2.5 are not considered to be partial performance justifying reduction of payment or default.
- 2.9. In cases of force majeure, the following shall apply:
  - a) "Force Majeure" means the occurrence of an event or circumstance that prevents a party from performing one or more of its obligations under the contract if and to the extent that the party affected by the impediment proves that: (i) such impediment is beyond its reasonable control; and (ii) it was not reasonably foreseeable at the time of entering into the contract; and (iii) the effects of the impediment could not reasonably have been avoided or overcome by the affected party.
  - b) In the absence of evidence to the contrary, the following events affecting a Party shall be presumed to satisfy the conditions in clause 2.9 a) (i) and (ii) under paragraph 1 of this clause: (i) war (declared or undeclared), hostilities, attack, acts of foreign enemies, large-scale military mobilization; (ii) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) lawful or unlawful acts of government, compliance with laws or governmental orders, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged failure of transportation, telecommunications, information systems or power; (vii) general labor disturbances such as boycotts, strikes and lockouts, slowdowns, occupations of factories and buildings.
  - c) A party successfully invoking this clause shall be relieved of its obligation to perform its contractual obligations and of any liability for damages or any other contractual remedy for breach of contract from the time when the impediment makes it impossible for it to perform - provided that this is notified without undue delay. If the notification is not made

immediately, the release shall take effect from the time the notification reaches the other party. On the part of Media, force majeure leads to the fact that, at the discretion of Media, either the Contract Partner receives an Extension of Advertisement corresponding to the time of Disruption or Media's charges shall be proportionately reduced. Such events only entitle to termination if the terminating party cannot reasonably be expected to wait any longer (in particular, if a party to the contract is deprived to a considerable extent of what they could reasonably expect by virtue of the contract); as a rule, further waiting is deemed unreasonable after more than 10% of the agreed booking period, but in any case after 6 weeks from the occurrence of the Disruption or in the case of clause 2.7. The Contract Partner shall have no further claims, in particular for damages.

- d) Irrespective of the fact that the Parties are aware of the existence of the crisis resulting from the Covid 19 virus and its variants ("Covid 19 Crisis") at the time of the conclusion of the Agreement, it is also agreed that the effects of this crisis continue to be unforeseeable and lie outside the sphere of influence of the Parties. For these reasons, the Parties agree that the Crisis and its effects constitute a Force Majeure Event within the meaning of this clause 2.9 and that the legal consequences for Force Majeure shall apply accordingly.

2.10. Media is entitled to make use of qualified third parties (subcontractors) for the fulfilment of a part or the entirety of its contractual obligations.

2.11. Except where otherwise agreed, Media shall dispose of the Contract Partner's exhibits and advertising material (hereinafter jointly referred to as "Advertising Material") as well as Advertising Material produced for the Contract Partner, free of charge, after expiry of the time period or following a change of motif made during the time period. Should the Contract Partner desire handover of the Advertising Material, Media shall be notified accordingly in writing 14 working days prior to expiry of the time period or the change of motif. In such case, the Advertising Material is to be collected within 7 working days following expiry of the time period or change of motif. Following this period, Media shall have rights of disposal.

### **3. Special Provisions for Production Services**

Insofar as the parties, in accordance with the Offer, have agreed that Media shall produce the Advertising Material for the Contract Partner, the following provisions shall also apply:

#### **3.1. Contents, Quality**

The contents and motifs of the produced Advertising Material shall be provided by the Contract Partner in good time, whereby the Contract Partner shall adhere to the provisions regarding the "Advertising Material Requirements" in these General Terms and Conditions.

In addition, the Offer or, if available, the product description shall govern the quality of the produced Advertising Material. An additional level of quality is not owed. The Contract Partner may not derive such obligation, in particular, from other presentations of Advertising Material in public displays or advertisement, unless Media has agreed to such additional quality expressly in writing.

### 3.2. Retention of Title

The retention of title provision agreed to below serves as security for all current and future claims that Media has against the Contract Partner resulting from the contractual relationship between the parties to the Contract (including any outstanding balance claims existing in a current account limited to dealings under this contract).

The Advertising Material remains the property of Media until complete payment of all secured claims (including remuneration for rights of use of the advertising carriers). The Advertising Material and any Advertising Material that falls under this category due to being included in this retention of title provision, and which is subject to same, are hereinafter referred to as "goods to which title is retained".

Should the Contract Partner process the goods to which title is retained, the parties hereby agree that the processing shall be done in the name and on the account of Media, as originator and producer, and that Media shall immediately be designated as owner of the newly produced item or – where the processing involves material belonging to several owners, or the value of the processed product is higher than the value of the goods to which title is retained – as partial owner (owner of a fractional share) of said item, the fractional share corresponding to the proportion of the value of the goods to which title is retained to the value of the newly produced item. Where Media does not receive such ownership or partial ownership rights, the Contract Partner now and hereby transfers its future ownership rights or partial ownership rights, in the proportion defined above, to the newly produced item to Media as security. Should the goods to which title is retained be connected or irreversibly mixed with other items to form a new unit, and should one of the other items in question be reasonably considered as the main item, and if the main item belongs to Media, Media hereby transfers its partial ownership rights to the new unit to the Contract Partner in the proportion defined in Sentence 1 above.

Should the goods to which title is retained be sold, the Contract Partner now and hereby, as a precautionary measure, assigns the claim against the buyer resulting from the sale to Media. If Media is partial owner of the goods to which title is retained, the claim is assigned in proportion to Media's ownership share. The same shall apply to any other claims that fall under the category of goods to which title is retained or which result from any dealings with these goods, including but not limited to insurance claims or claims resulting from wrongful action in cases of loss or destruction. Media hereby grants the Contract Partner the revocable right to collect claims assigned to Media in its own name. Media may only revoke this right in the event of enforcement. Should third parties access the goods to which title is retained, the Contract Party is obliged to inform the third party of Media's retention of title and to immediately inform Media. Should the third party in question be unable to reimburse Media for any costs arising in or out of court in connection to said goods, the Contract Partner shall be liable to Media for these costs. Security assignments, transfer of rights of use for security purposes, pledges of collateral and seizure are prohibited.

Assertion of the retention of title by Media cancels the Contract Partner's right to further use of the goods to which title is retained. Any acceptance of returned items by Media is conducted for security purposes only. In no case does this signal cancellation of the Contract even where partial payment is authorized. Media is then also entitled to sell or auction the items without restriction. Further claims for damages, in particular for loss of profit, remain unaffected.

Where the value of Media's securities increases by more than 50% of the claims to be secured, as far as these have not been settled, Media is obliged to release its securities by such amount.

3.3. Use of Advertising Material produced by Media after expiry of the time period

After the expiry of the time period which stipulates the provision of advertising carriers, the Contract Partner shall have the right to use Advertising Material produced by Media provided that said Advertising Material is the property of the Contract Partner as defined in clause 3.2. However, the Contract Partner must accept that the Advertising Material has been produced by Media especially for installation and/or mounting at the location stipulated in the contract. Thus, the Contract Partner bears sole responsibility for any use of the Advertising Material after expiry of the time period (this includes, but is not limited to, aspects of suitability, bearing capacity, stability, statics, and wear and tear).

**4. Contract Partner's Duty to Co-operate**

- 4.1. The Contract Partner shall undertake at its own cost all efforts to enable Media a smooth provision of services and to refrain from anything, which may hinder or prevent such activities. For this purpose, the Contract Partner shall provide Media with all required Advertising Material and if necessary, the required guidelines for the production of Advertising Material, documents, and information immediately and at no cost. In particular, the Contract Partner shall transfer the desired assignment of the individual Advertising Material to the respective advertising carrier in good time and no later than 10 working days before the start of the advertising campaign. If the Contract Partner becomes aware that some information and requirements are incorrect, incomplete, not clear, or not able to implement, the Contract Partner shall notify Media of such and the identifiable consequences immediately.
- 4.2. In particular, the Contract Partner shall provide Media with the Advertising Material no later than 5 working days prior to the start of the advertising campaign. If the Contract Partner fails to do so, Media shall endeavor for prompt installation of the Advertising Material but without any obligation to do so.
- 4.3. The Contract Partner has familiarized itself with the most important functional features of the advertising carriers and bears responsibility for ensuring that the advertising carriers fulfill its wishes and requirements. The Contract Partner shall in particular bear responsibility for ensuring that the advertising carriers are suitable for use in connection with the Advertising Material. The Contract Partner shall be expressly obligated to assess whether the advertising carrier is sufficiently secure (in terms of possible theft, break-ins, and damage to property, among other problems) for use with the Advertising Material in view of the Advertising Material's value.
- 4.4. The Contract Partner may only perform any work at the airport itself, or have any work performed on its behalf by a third party, if Media has previously granted explicit permission in writing. In this case, the Contract Partner is obligated to observe the regulation of the airport operator which states that all work performed at the airport must be performed by specialist firms authorized by the airport operator. These specialist firms must fulfill particular requirements (e.g. specialist certificate (*Fachkundenachweis*), liability insurance).
- 4.5. For safety reasons, any intervention in the airport's technical equipment (e.g. heating and air conditioning systems, sanitary/plumbing facilities, switches/electronic equipment,

communications/alarms, ventilation and fire safety equipment) may only be performed by Media or by companies selected and authorized by Media. Exceptions are possible only where Media has previously granted explicit permission in writing.

## **5. Remuneration**

- 5.1. The agreed remuneration agreed applies to the respective time period agreed upon. Where applicable, on commencement of a further time period or an extension of the time period, the prices published by Media in their then current Mediafacts ("RateCard Price") shall apply, unless the parties have expressly agreed otherwise.
- 5.2. Depending on the content of the Offer, the following remuneration will be agreed upon in the contract:
  - RateCard Price
  - Media gross rate (amount of intervals multiplied with RateCard Price per interval)
  - Due from Customer net (Media gross rate less discounts agreed upon, where applicable)
  - AE (agency commission)
  - Agency net (Due from Customer, Net less agency provision)
  - Handling fee (processing fee that falls due for promotions and digital advertising media)
  - Production costs (costs of production of the advertising material)
  - Further costs for agreed upon production services and other services
- 5.3. All monetary amounts are net amounts to which value-added tax will be added, where applicable. Where contracted services are invoiced without value-added tax, Media in particular reserves the right to subsequently charge value-added tax at the legally applicable rate, plus any additional charges required by law or by governmental agencies, in case that the fiscal authorities' position on the particular situation has changed, or in case that an audit shows the subsequent invoicing to be necessary.

## **6. Due dates, arrears**

- 6.1. The Contract Partner is obliged to perform in advance.
- 6.2. The amounts to be paid by the Contract Partner are due in each case after 14 calendar days from the invoice date without any deduction.
- 6.3. The date of receipt by Media is decisive for the date of payment.
- 6.4. In the event of arrears, interest shall be due pursuant to the statutory amount. Further rights to compensation for damages due to arrears remain unaffected. Furthermore, Media shall be entitled to use the advertising carriers for other purposes in the event of arrears.

## **7. Rights of lien**

The Parties agree that with respect to all claims arising from the agreement, Media shall have right of lien on the Advertising Material provided by the Contract Partner.

## **8. Liability for Material Defects relating to Production Services ("Warranty")**

- 8.1. If a material defect is present in the Advertising Material produced by Media, Media shall remedy the defect or supply the item free of defect ("Supplementary Performance", *Nacherfüllung*) at its own choice. Media may refuse the type of Supplementary Performance or the Supplementary Performance as a whole if such is only possible at unreasonable cost. In the case of the supply of an item free of defect, Media shall replace the defective Advertising Material on the advertising carrier and carry the cost for such action insofar as costs do not increase because the defect free item must be provided to a location other than the contractually agreed upon location of the Advertising Material. Should Media provide Advertising Material free of defect for the purpose of Supplementary Performance, Media is entitled to redeem the defective Advertising Material.
- 8.2. Should Media be unwilling or not able to provide Supplementary Performance, or should Media delay such beyond a reasonable period of time based on reasons caused by Media, or if the Supplementary Performance fails for any other reason, the Contract Partner is entitled as set out under the law to assert its rights to withdraw in relation to the production service or reduce payment or claim for damages. Termination without notice by the Contract Partner for good cause relating to the provided advertising carrier based on non-provision of contractual use is first applicable where Media was provided with sufficient opportunity to remedy the defect und such proved unsuccessful.
- 8.3. Further claims by the Contract Partner beyond the right to Supplementary Performance, withdraw or terminate the Contract and to reduce payment, particularly claims for damages including lost profit or other pecuniary damages, exist only within the scope of the provisions of these General Terms and Conditions.
- 8.4. The warranty period of time consists of one year, which begins with the standard statutory limitation period. The aforementioned shall not be applicable to compensation for damages to life, body or health and to intentional or grossly negligent breach of duty, if either is subject to statutory limitation.
- 8.5. Media has no obligations if a defect is attributable to the fault of the Contract Partner.

## **9. Liability**

The following regulations shall apply to the liability of Media as well as liability for Media's employees, assistants in performance, and vicarious agents – irrespective of reason:

- 9.1. Media's liability for damages is limited as follows:
  - a) In the case of a simple negligent breach of essential obligations (i.e. essential obligations for which Media owes performance and which are significant for the attainment of the contractual objectives or with which Media is obligated to comply and a breach of such compliance could endanger the attainment of the contractual objectives), the liability of Media shall be limited to such losses which would be typically foreseeable at the time of the conclusion of the contract.
  - b) Media shall not be liable for a simple negligent breach of non-essential obligations.
- 9.2. In cases of initial impossibility, Media shall be liable if the obstacle to performance was known to it or the lack of knowledge is based on gross negligence.



- 9.3. Insofar as Media provides technical information or advice and such information or advice is not part of the scope of services contractually due and explicitly agreed upon based on the Order, Media acts free of charge. In such cases, Media shall be liable only for intentional, grossly negligent or fraudulent behavior; however, in cases of gross negligence, the liability is limited to compensation for typical, foreseeable damage.
- 9.4. Should claims for damages be lodged, then they must be legally filed within 6 months after a written dismissal by Media. Subsequent assertion of claims is excluded unless independent evidence proceedings (*Selbständiges Beweisverfahren*) have been initiated within the deadline period.
- 9.5. The previous liability exclusions, restrictions, and limitations shall not apply to claims based on the Product Liability Act as well as compensation for damages to life, body or health.
- 9.6. Claims for damages against Media shall be subject to a limitation period of one year, beginning with the start of the statutory period of limitations. The aforementioned shall not be applicable to compensation for damages to life, body or health and to intentional or grossly negligent breach of duty.
- 9.7. Media shall not be liable for the damage or loss to Advertising Material attached to or in the advertising carriers, unless Media or Media's assistants in performance or Media's vicarious agents are responsible for such. The Contract Partner is advised to insure such Advertising Materials itself at its own expense.
- 9.8. Media assumes no liability for any cases in which Advertising Material produced by Media is used by the Contract Partner at another location after expiry of the time period. Should third parties press claims against Media based on possible damages resulting from the use of the Advertising Material by the Contract Partner after expiry of the time period, the Contract Partner shall agree to indemnify Media from all liability and to reimburse Media for any expenses it incurs due to damages claims as described above.
- 9.9. Media assumes no liability towards the Contract Partner or third parties insofar as the damage is attributable to the fault of the Contract Partner or the Contract Partner's assistants in performance or vicarious agents. In particular, Media shall assume no liability in such cases for losses arising from violations against protective regulations under public law or from violations against the respective valid Airport User Regulations (*Flughafenbenutzungsordnung*) or directives and instructions of the airport operator. The Contract Partner should obtain the necessary information itself. In addition, the Contract Partner's comparative negligence shall be imputed to the Contract Partner.

## **10. Subletting/transfer to third parties**

The Contract Partner is not entitled to permit use of the advertising carrier to third parties without explicit and written consent from Media.

## **11. Contract period**

- 11.1. The Contract is entered into for the period stipulated therein. Unless agreed upon to the contrary based on the Offer, the Contract period starts with conclusion of the Contract according to

clause 1.6 and ends with the expiry of the time period agreed upon or, in the case of a multitude of time periods for different advertising carriers stipulated in the contract, with the expiry of the latest time period.

- 11.2. A Contract dealing exclusively with Media's production services starts with signing the Contract and ends with complete fulfillment of the mutual contractual obligations.
- 11.3. Unless otherwise expressly agreed, the Contract shall expire automatically at the end of the Contract period stipulated therein or as provided for in clauses 11.1 or 11.2 above, without any special declaration or notification by the parties.
- 11.4. Media is entitled to terminate the Contract relationship wholly or in part with respect to the individual advertising carriers at any time with notice of 2 weeks in the event that the respective airport operator requires it to do so for construction, traffic or other important reasons. An important reason exists if the airport operator on objectively reasonable grounds wishes to reallocate one or more advertising carrier(s) to other purposes specific to the operation of the airport, and if the airport operator is only able to carry out its core tasks if the advertising carriers in question are removed. Should the Contract be terminated with respect to individual advertising carriers only, the parties shall make every effort to replace said carrier(s) with others of equivalent value as soon as possible; Media shall bear the expenses of removal, transport and re-installation of the Advertising Material on the replacement advertising carrier(s). If no advertising carrier of equivalent value is found as a replacement, Media will refund any payment already made in advance proportionately according to the difference in time periods between the agreed upon expiry of the time period affected by the termination and the premature termination. The Contract Partner shall derive no further rights against Media or the respective airport operator arising from a premature termination.
- 11.5. The right to terminate the Contract without notice for important reasons remains unaffected. In particular, Media is entitled to terminate the Contract without notice if the Contract Partner, despite reminder, is in arrears with payment of an amount of at least one monthly charge for a period longer than one month, or fails to carry out the advertising in the contractually agreed form or changes the advertising retroactively without the permission of Media.
- 11.6. In addition, Media is entitled to terminate the Contract without notice in accordance with Section 103, 109 paragraph 2, 112, 119 of the German Insolvency Act (*InsO*) if insolvency proceedings are initiated with regard to the Contract Partner's assets, or if insolvency proceedings are deemed impossible due to a lack of assets. The same shall apply if the Contract Partner has applied for insolvency proceedings to be initiated and stops payment.
- 11.7. Media shall also be entitled to terminate the Contract without notice if any business permit (*Gewerbeerlaubnis*) that the Contract Partner is required to have is revoked, such as under Section 35 of the German Trade, Commerce and Industry Regulation Act (*GewO*).
- 11.8. Media shall also be entitled to terminate the Contract without notice if the Contract Partner violates the provisions set forth in clause 4.5 (any intervention in the airport's technical equipment), in particular by undertaking construction works involving the airport's technical equipment named in clause 4.5 on its own authority or without Media's permission.
- 11.9. If the Contract is prematurely terminated for important reasons for which the Contract Partner is responsible, the Contract Partner is obligated to reimburse Media for any damages resulting from the premature termination of the contractual relationship.

11.10. Any termination must be in writing.

## **12. Requirements for Advertising Material / Third-party rights**

- 12.1. The Contract Partner guarantees that contents, motifs and Advertising Material (including Advertising Material produced by Media for the Contract Partner) used by the Contract Partner do not violate any third party protective rights (e.g. copyright, license, patent, or other protective rights) that would make their use in accordance with this Contract impossible, and that they are in compliance with laws and the contract. In addition, the Contract Partner hereby agrees to use the Advertising Material only for its own advertising purposes and/or, if the Contract Partner is an agency acting on behalf of an advertiser, for the purposes of the advertiser named in the Offer. The Advertising Material must comply with the legal and official requirements in Germany and, in particular, those of the respective airport, such as, for example, the fire prevention regulations and directives as well as the respective valid Airport User Regulations (*Flughafenbenutzungsordnung*) and General Airport Regulations (*Allgemeine Flughafenordnung*). The Contract Partner's obligation to follow the Airport User Regulations and the General Airport Regulations includes the updated and modified versions of these regulations, if and to the extent that the Contract Partner's already existing obligations are specified by such versions, or are modified exercising equitable discretion in accordance with Sections 315 *et seq.* of the German Civil Code (*BGB*) due to new requirements under public law. This shall not affect the Contract Partner's rights under Sections 315 *et seq.* of the German Civil Code (*BGB*), especially in the case of obvious inequity in the modified versions of the abovementioned regulations. The contents of the advertising program must not contradict the objectives and tasks of the respective airport; in particular, Advertising Material must not contain any xenophobic, extremist, violence-glorifying, anti-airport or anti-airport-company content or messages. The Advertising Material or - in the case of production by Media - the guidelines shall be provided to Media for approval regarding design and airport operational requirements in good time and no later than 10 working days before the start of production of the Advertising Material (this also applies to cases in which the Advertising Material is provided by the Contract Partner). Approval shall be issued within a period of 8 working days and may not be denied without good reason. Media Frankfurt is not obligated to check advertising contents for possible violations of the law; in particular, approval issued by Media is not to be regarded as confirmation that the advertising was checked for possible violations of law and does not contain any violations of the law. The approval does not relieve the Contract Partner of its obligation to adhere to the abovementioned requirements for Advertising Material; the Contract Partner remains responsible for compliance with these requirements. Should Media become aware of obvious violations of the law by an advertising program, Media shall inform the Contract Partner immediately. In addition, Media is entitled but not obligated to reject Advertising Material or its production and remove such Advertising Material at the Contract Partner's costs where the requirements of this paragraph are not met or the respective airport operator require such according to the provisions of these General Terms and Conditions.
- 12.2. Should third parties assert claims against Media based on alleged violations of the law as a result of contents and motifs as well as Advertising Material used by the Contract Partner, the Contract

Partner shall indemnify Media against all liability and reimburse Media costs arising from the possible violations of the law. The indemnification obligation also entails the obligation to fully release Media from any legal defense costs (e.g. court and attorney fees). The parties shall notify each other immediately in writing if claims are brought against them due to such law violations. The indemnification obligation shall not apply where claims are lodged by third parties due to use of the Advertising Material by Media itself or due to its use by third parties, subsequent to utilization of the Advertising Material in a manner defined by clauses 3.2 and 7 above.

- 12.3. The Contract Partner must inform Media in writing no later than 14 working days prior to the expiry of the time period if motifs or advertising objects may no longer be used following termination of the contract.

### **13. Other events, promotions**

- 13.1. Media issues directives relating to the conduct of promotions („Handbook Guidelines for Promotions at Frankfurt Airport“). Promotions may only be conducted based on the directives valid at the time of the conclusion of the contract, which form part of this contract.
- 13.2. Under an existing promotion contract the Contract Partner shall be obligated to conclude a liability insurance with an insured sum of € 10 million at his own account for damages caused by the promotion (including liability under unfair competition law). Fraport and Media are to be indemnified from any liability in this respect. At Media's request, the Contract Partner shall submit the liability insurance certificate to Media.

### **14. Commissions**

Any agency commission (“AE”) related to the brokering or conclusion of a contract shall only be incurred based on express and written consent. Such agency commissions will be paid in the agreed amount only following payment of the agreed contractual remuneration. If the Contract is terminated prematurely or if contractual obligations are only partially fulfilled, the agency commission shall be reduced proportionately, or in proportion to the duration, and the Contract Partner will reimburse Media accordingly, unless the Contract was terminated by the Contract Partner in a valid manner without notice for important reasons for which Media is responsible.

### **15. Security assignment**

Where the Contract Partner is an advertising agency and/or an advertising agent respectively a specialist agency, it assigns for security to Media its claims towards the advertiser for remuneration, fees and payment to the extent to which the contractual advertising program (including any production services) is performed by Media. Media accepts the assignment. The Contract Partner remains entitled to collect the claims, given that it ensures that the fraction of the payment pertaining to Media is properly paid to Media. Where the Contract Partner cannot meet this condition, Media has to be informed in

writing so that Media can disclose the assignment and thus, as a result of the assignment, demand payment to itself.

## **16. Confidentiality, business information, references**

- 16.1. Each party to the Contract is obligated to treat with confidentiality all information that is designated confidential or information regarding the other party to the Contract that is clearly of a confidential nature (hereinafter referred to as "confidential information"), to refrain from making copies of such information and from allowing third parties access to same, unless this is necessary to fulfill obligations resulting from the contract. This obligation shall not apply to information which is in the public realm, or which the party to the Contract has previously received through legal means, or which has come into existence independently of this contract, or in cases in which the disclosing party to the Contract is subject to disclosure requirements or requested to provide information by courts or governmental authorities. If the Contract Partner is an agency, the advertiser shall not constitute a third party with regard to the agency as regards confidential information. The confidentiality obligations stated above retain their validity unlimited in time, for the duration of this Contract and afterwards, and shall be explicitly imposed in writing on any third parties (including but not limited to employees) having access to confidential information.
- 16.2. Media and the Contract Partner shall remain the owners of their respective business documents and holders of their own existing and future copyrights and other proprietary rights in these documents (particularly patents, registered and industrial designs, utility patterns, titles to trademarks etc.). These rights shall extend in particular to all related know-how, reports on resources and development, suggestions, ideas, projects, designs, patterns, models, concepts etc.

## **17. Final provisions**

- 17.1. The Contract Partner may not - subject to the assignment of debt according to § 354a of the German Commercial Code (*HGB*) - transfer individual rights of this Contract or the Contract as a whole to third parties unless Media expressly agrees to such in writing.
- 17.2. The Contract Partner is entitled to offset or retain only in event that its counterclaims have been assessed in a legally binding judgment, or are undisputed or have been recognized by Media. Furthermore, the Contract Partner is entitled to exercise any rights of retention only insofar as its counterclaim is attributable to the same contractual relationship.
- 17.3. Should a party choose not to exercise one of its rights under this contract, this shall not be considered as a waiver of that right, unless the party that possesses the right informs the other party explicitly and in writing of such a waiver.
- 17.4. The place of performance shall be the registered seat of Media. Insofar as the Contract Partner is a merchant as defined by the German Commercial Code (*HGB*), a corporate body organized under public law (*juristische Personen des öffentlichen Rechts*), or a special fund under public law (*öffentlich-rechtliches Sondervermögen*), the exclusive place of jurisdiction for all disputes (including check proceedings, summary bill enforcement procedures and proceeding restricted to documentary evidence) directly or indirectly arising from the contractual relationship is the

registered seat of Media. The same applies to judicial collection procedures as well as to persons who have no general place of jurisdiction in Germany, as well as to persons who have moved their place of residence or usual whereabouts abroad since conclusion of the contract, or whose place of residence or usual whereabouts is unknown at the time the action is filed. In addition, Media is entitled to file suit at the statutory venue.

- 17.5. This Contract is subject to the laws of the Federal Republic of Germany excluding the conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 17.6. These General Terms and Conditions are provided in German and English. Legally binding is solely the German language version of these General Terms and Conditions.
- 17.7. Oral side-agreements are not valid. Deviating or supplementary conditions as well as modifications of this contract, including this written requirement clause, are only valid if agreed upon in writing and expressly marked as a modification or supplement.
- 17.8. Should one or more provisions of these General Terms and Conditions not satisfy the legal requirements, the validity of the remaining provisions shall remain unaffected.