

- Translation from German -**1 Subject matter of the agreement**

1.1 These General Terms and Conditions - hereinafter referred to as GT&C - are an integral part of contracts with Deutsche Post Dialog Solutions GmbH - hereinafter referred to as DP DS - for services in the Bestseller Mail service area, hereinafter referred to as Bestseller Mail. This modular service offering comprises the design/creation, manufacture (printing), and preparation for dispatch of advertising material and response processing. More detailed provisions on the individual services can be found in the Service Specifications that are specified for each individual agreement.

1.2 DP DS shall provide these services for the Customer in accordance with the agreements reached individually with the Customer in compliance with Section 2.1, otherwise further to the following terms and conditions. Subject to the application of imperative statutory regulations, the Customer shall declare consent to exclusive application of the aforementioned terms and conditions.

1.3 Transportation and delivery of the advertising material produced and prepared for dispatch and delivery by DP DS shall not be the subject matter of these GT&C. The responsibility of DP DS shall cease with the consignment/transfer to Deutsche Post AG or another carrier, ready for dispatch.

1.4 For the transportation and delivery of the advertising material created, the General Terms & Conditions of Deutsche Post GT&C BRIEF NATIONAL shall apply to addressed mailings within Germany, and the GT&C of BRIEF INTERNATIONAL to international mailings. THE GT&C Postwurf Spezial shall apply to the transportation and delivery of partially addressed mailings. The General Terms & Conditions applicable at the time of posting shall be decisive in every case. They may be consulted at the retail outlets and agencies and can also be called up at www.deutschepost.de.

1.5 If additional address or response services are to be provided for the Customer, separate agreements between the Customer and the company providing these services shall be concluded for this purpose. The provider of address services shall be Deutsche Post Direkt GmbH and the provider of response services shall be Deutsche Post AG or Deutsche Post E-POST Solutions GmbH. In this event, the Customer shall commission and authorize DP DS to also conclude the agreements for further services on its behalf.

1.6 Deviating General Terms and Conditions of the Customer shall not apply. They shall also not apply even if DP DS has not expressly objected to them.

2 Placing an order, conclusion of the Agreement and withdrawal

2.1 The order for services within the scope of the Bestseller Mail service area shall be binding for the Customer on placement, but shall not be binding for DP DS until after a written order confirmation has been issued. To acquire validity, the order shall be given in written or in text form (e-mail or fax). Acceptance or rejection of an order shall be at DP DS's discretion. Later changes to services shall require agreement in text form on their scope and on the amount of the applicable remuneration adjustment. Until an agreement is reached, DP DS shall be entitled to let execution of the complete order rest.

2.2 DP DS is not obliged to check the contents provided to it for creating the mailing (texts, visuals, graphics, logos, etc.) as to their legality, in particular in terms of compliance with criminal and competition law, brand rights, naming rights, and copyright. With its contractual offer, the Customer shall confirm that it holds all the required copyrights and other rights in respect of the use and distribution of the content and is not violating statutory regulations. It shall demonstrate possession

of these rights by providing appropriate documents and declarations to DP DS if required.

2.3 DP DS shall be entitled to withdraw from the agreement for good cause provided it had no knowledge of this cause at the time of conclusion of the Agreement. Good cause exists in particular if the execution of the order should violate statutory regulations, should be impossible, or if the Customer violates the duties to cooperate stated in Section 4.

3 Services provided by DP DS

3.1 DP DS shall provide its due services, in compliance with the terms and conditions of the agreement and the applicable statutory regulations, with the due diligence of a prudent businessman. The Bestseller Mail service area comprises modular services in the area of manufacturing and packaging shipments or advertising materials. The particular subject matter of the Bestseller Mail service area is the preparation of data, labeling, addressing, mail inserting, and franking of shipments. The scope of service is generally specified in the individual agreement.

3.2 Printing and preparations for dispatch shall be performed by DP DS or by third parties (service providers such as agencies, print shops, and lettershops) depending on the state of the art of the relevant technology. The Customer shall provide the required documents (addresses, texts, logos, images, etc.) and information in good time.

3.3 DP DS shall only process material and documents supplied by the Customer that exceed the contractually agreed volume if this has been expressly agreed. Any remaining quantities of shipments already prepared for dispatch shall be kept for up to two weeks after order processing and then returned to the Customer at the Customer's own expense, or be destroyed.

4 Customer's duties to cooperate

4.1 The Customer shall properly fulfill its contractual and legal obligations to cooperate. In particular, the Customer shall provide to DP DS, in good time and at the Customer's own expense, all data, documents, materials, and information necessary for its services. The individual requirements are generally specified in the individual agreement.

4.2 The Customer shall also issue approval for the layout and printing in good time. The set date for printing and dispatch can only be complied with if proposed changes and releases are issued by the Customer on time. The Customer may reject the draft prepared for it on one occasion without extra charge and demand that a new draft be prepared.

4.3 If the contractually agreed service is delayed by late performance of duties to cooperate, orders for changes at short notice or other reasons attributable to the Customer, a new delivery date shall be specified. The Customer shall bear any (additional) costs arising thereby.

4.4 If the Customer does not provide the data, documents, materials and information required for processing the order, does not do so in good time, does not do so completely or does not do so correctly or if an additional service should become necessary due to circumstances attributable to the Customer, the Customer shall bear the additional expenses in excess of the agreed remuneration. If the agreement cannot be fulfilled by DP DS due to violation by the Customer of the Customer's duties to cooperate, DP DS shall be entitled to demand agreed payment minus any expenses not incurred.

5 Data protection

5.1 DP DS shall store and process personal data of the Customer (name, address, etc.) and personal data of third parties provided by the Customer (addresses and/or telephone

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numbers of recipients) only to the extent that this is required for providing the service and completing customer orders. If DP DS uses vicarious agents to perform the service, it shall be entitled to make the data of the service providers commissioned for this purpose accessible to the required extent.

5.2 Any additional use of the Customer's personal data going beyond that for providing and completing the order in question shall take place only if the Customer has expressly consented to this use. Please find more information concerning data regulations under: www.deutschepost.de/datenschutz-dpds.

5.3 The Customer, on its part, must ensure that, concerning any personal data of third parties provided by it (addresses and/or telephone numbers of recipients), all data protection-related declarations of consent and other declarations by the recipients that are required for the contractual performance of the service have been obtained and are available.

6 Remuneration and settlement, retention of title

6.1 The statutory value-added tax shall be added to the remuneration quoted, unless otherwise stated for individual services in exceptional cases.

6.2 DP DS shall be committed to the agreed prices and terms and conditions only if the Customer provides in good time the data, documents, materials and information required for processing the order. If the Customer provides these late and if this delays processing of the order, DP DS shall reserve the right to apply the prices and terms and conditions valid at the time of submission of the documents. The Customer shall bear the cost of late submission.

6.3 DP DS shall issue a correct invoice to the Customer after execution of the order. The invoiced amount shall be due for payment immediately, providing no agreement to the contrary has been made in text form.

6.4 Mailings or advertising material submitted shall remain the property of DP DS until payment of the agreed remuneration in full.

7 Warranty claims

7.1 If the services to be provided by DP DS exhibit flaws, DP DS shall initially be obliged to provide supplementary performance.

7.2 If supplementary performance should fail, the Customer shall be entitled to withdraw from the agreement or to reduce the remuneration. Damages can only be claimed under the prerequisites detailed in Section 8.

7.3 Complaints due to obvious defects shall be lodged in writing to DP DS within ten days of fulfillment of the contractually agreed duties of service. The complaint must include accurate order details and a description of the circumstances which gave rise to the complaint. Violation of the obligation to report defects shall lead to exclusion of the warranty. Section 438 of the German Commercial Code (*Handelsgesetzbuch*, HGB) shall remain unaffected.

8 Liability/indemnification from liability

8.1 The Customer shall assume sole and unrestricted responsibility and liability for compliance with the Customer's obligations. The Customer is itself responsible for the type and content of the shipment, in particular. The Customer shall indemnify DP DS at first request against all claims by third parties (competitors, recipients, public authorities, etc.) in this

respect. Legal costs incurred by DP DS in defense against claims by third parties shall be reimbursed by the Customer.

8.2 The Customer shall have no right to claim damages on whatever legal grounds or to make claims for compensation of wasted expenses unless the claim is based on grossly negligent or willful breach of contractual obligations or at least negligent breach of obligations that are essential to the agreement (cardinal obligations); cardinal obligations are obligations which are a prerequisite for the proper performance of the agreement and with which the Customer may generally assume compliance, and/or obligations which if violated would jeopardize the achievement of the purpose of the agreement; in the latter instance, liability shall be limited to that amount of loss or damage which would reasonably be anticipated in a typical case.

8.3 The foregoing limitation on liability shall not apply in the case of injury to life, limb, or health, in case of liability under the German Product Liability Act (*Produkthaftungsgesetz*), or where DP DS has exceptionally granted a guarantee.

9 Other provisions

9.1 DP DS shall inform the Customer in writing of any changes to these GT&C or to the remuneration. If the Customer does not submit to DP DS a written objection within 4th weeks of receipt, these changes shall be deemed to have been accepted.

9.2 The place of performance and sole place of jurisdiction for disputes arising from or in connection with the services which are the subject matter of these GT&C shall be Bonn, Germany, as far as is legally permissible. German law shall apply.