

General terms and conditions for contracts of the OMNICOM Media Group in Germany

I. GENERAL

1. Contracts, contractors

- (1) These General Terms and Conditions apply for placement contracts and associated contracts that companies of the OMNICOM Media Group in Germany conclude for themselves or on behalf and for the account of another company belonging to the OMNICOM Media Group in Germany (together 'we') with marketing companies or owners of media ('contractor' respectively).
- (2) The following companies belong to the OMNICOM Media Group in Germany:
 - OMNICOM Media Group Germany GmbH (Düsseldorf district court/HRB 34168) VAT ID no.: DE 186239313
 - GFMO.OMD Gesellschaft für Media-Optimierung mbH (Hamburg district court/HRB 58198) VAT ID no.: DE 170927738
 - Media Team OMD GmbH (Düsseldorf district court/HRB 32245) VAT ID no.: DE 177812937
 - OMD Düsseldorf GmbH (Düsseldorf district court/HRB 31208) VAT ID no.: DE 813424586
 - Heye Media OMD GmbH (Munich district court/HRB 127421) VAT ID no.: DE 812785695
 - OMG 4CE GmbH (Hamburg district court/HRB 60048) VAT ID no.: DE 175219210
 - OMG Outdoor GmbH (Hamburg district court/HRB 60055) VAT ID no.: DE 175219285
 - PHD Frankfurt GmbH (Frankfurt district court/HRB 16475) VAT ID no.: DE 114134553
 - PHD Stuttgart GmbH (Stuttgart district court/HRB 7217) VAT ID no.: DE 147822585

2. Confirmations

Our contracts are to be confirmed immediately in electronic or text form, indicating a unique reference number. Reference is to be made to any deviations and these also require our approval in electronic or text form.

3. Protective clause

The client's general terms and conditions of business do not apply, even if we do not explicitly contradict these.

4. Deadlines/Placements, withdrawal

The deadlines and placements booked are legally binding. However, we may withdraw from the contract in its entirety or part by fax or e-mail as applicable, in keeping with the periods of notice that are customary for the industry.

5. Price change

Price discounts already apply for services of a contract that have not yet been performed.

Price increases become valid 4 weeks after our written notification at the earliest, and entitle us to withdraw from the contract with regard to services that have not yet been performed. The contractor is obliged to submit to us a new price list / new tariffs immediately.

6. Discounts and other reductions

The discount rates and other reductions offered by the contractor will be applied to the overall invoice sum that relates to placements within a calendar year or a deviating period for the same advertiser or the affiliated company of a group of companies.

7. Non-disclosure

We and the contractor are obliged to treat strictly confidential all information and documents of the other contractual party and all circumstances that the respective party obtains knowledge of in connection with the contract (including content and scope of the contract), as well as data that are subject to data protection regulations. The contractor, and where applicable the media represented by it, are also not entitled to use for reference purposes our firm names or the firm names of the advertisers, nor our brands and logos nor those of the advertisers, nor information about the contract. Exceptions to this rule require the approval of the agency and of the advertiser.

8. Publication rights; liability

It is a matter for the respective advertiser or its creativity agency to transfer to the contractor the publishing rights needed to implement the contract using all known technical procedures and all known formats of the respective medium, and to do so with regard to time, location and content in the scope required to implement the contract.

9. Confirmation of broadcasting, proof of advertisement, confirmation of implementation

With regard to TV and radio advertising, the contractor shall provide us with a confirmation of broadcasting with details about the advertising block and the real time and the theme when the broadcasting month is over; with regard to advertising and third-party supplement advertising, the contractor shall provide proof of the advertisement (advertisement section, sample page or complete document number) in accordance with the contract specification; with regard to other media the contractor shall provide us with proof customary for the industry, and shall, with regard to other advertising media, at our request provide us with a confirmation of implementation.

10. Defects

If the published advertising medium has a defect, we have a claim to a complete credit note or a corresponding reduction of the agreed net remuneration.

11. Applicable law, place of jurisdiction

- (1) Only the law of the Federal Republic of Germany is applicable, with the exception of international sales law.
- (2) The places of jurisdiction of the companies of the OMNICOM Media Group in Germany correspond to the locations of the district courts given in I.1 (2).

II. SPECIAL CONDITIONS FOR ADVERTISEMENTS IN NEWSPAPERS, MAGAZINES AND OTHER PRINT MEDIA

1. Reduction in circulation

The number of sold copies last published before conclusion is the basis of the agreed price/performance ratio. If the average number of sold copies documented within the advertising period per quarter or per issue is less than the decisive number of copies in circulation, we may reduce the remuneration accordingly. The contractor is obliged to supply the data for this per advertiser, without having to be asked for this, and to issue a corresponding credit note.

2. Calculation of the quantity sold (newspapers)

Text millimetre lines will be converted into advertisement millimetres according to the price.

3. Text part advertisements (newspapers)

Text part advertisements are adverts that completely adjoin editorial text on at least three sides.

III. SPECIAL CONDITIONS FOR ADVERTISING ON THE INTERNET

1. Cancellation deadlines

A cancellation deadline of a maximum of 14 days applies.

2. Surrounding field restriction

Placements may not be done in surrounding fields other than those determined in our contract. A change in the placement may only be done after explicit approval from the agency.

3. Specification for production

All technical and other specifications needed to produce the booked advertising media are to be made available to us by the marketer in good time. We are also to be informed about any change in current specifications in good time.

If advertising media that have been created according to the specifications provided are not suitable for the advertisement, the contractor shall bear the additional costs needed to change the advertising media.