

Recitals

Under a co-operation agreement with ABIS GmbH (hereinafter referred to as "ABIS"), Deutsche Post Adress GmbH & Co. KG has a marketing right of its own in the services of ABIS. Within the context of providing the services, Post Adress deploys ABIS as a vicarious agent.

Art. 1 General provisions

1.1 The deliveries, services and offers of Post Adress are being provided exclusively on the basis of these Terms and Conditions of Business. Any deviating terms and conditions of the customer which are not explicitly acknowledged by Post Adress shall not be binding upon Post Adress, even if we do not expressly contradict them.

1.2 Returns (returned consignments), items that cannot be delivered, etc. based on updated data supplied by Post Adress, are inevitable, despite the reference data being up-to-date, and shall not constitute a defect in regard to the updated data supplied by Post Adress. The return of the updated data supplied by Post Adress from all services of Post Adress is excluded in such cases, as well as any other potential cases.

1.3 The service partner shall be obliged to use the corrected/supplemented data of the end customer exclusively for the respective purpose of correction/supplementation, and, once the contract has been fulfilled, return the data to the respective customer without delay or hand it over to the respective letter shop. The service partner is strictly prohibited from storing and/or using the corrected/supplemented data for proprietary purposes or purposes of third parties, and in particular from passing it on to third parties.

1.4 Any data processing errors, where the fault lies with Post Adress or its vicarious agent ABIS or one of the latter's vicarious agents, will be corrected by Post Adress, if possible, free of charge (claim to subsequent fulfilment). Should no correction be possible, any claims for compensation for damage against Post Adress (including its vicarious agents) require that wilful intent or gross negligence exists on the part of Post Adress. Any claims for compensation for damage shall, in any case, be limited to the order value. Any liability for lost profits, consequential damage and loss of confidence shall be excluded.

1.5 Post Adress is to be notified of any complaints due to defective services without delay once the customer becomes aware of them, however no later than three working days after the return shipment. Post Adress

is, in any event, to be given the opportunity to provide subsequent improvement.

1.6 Should it transpire from researching records complained about that the fault lay with the customer, Post Adress shall be entitled to invoice the customer for the effort expended for processing the enquiry and conducting research.

1.7 Post Adress shall be entitled to assert a right of extraordinary termination, without giving notice, in regard to any contracts concerning third-party data - or parts thereof - in the event of the corresponding data supplier ceasing to supply further data - for whatever reason - or, due to a significant change in the purchasing conditions on the part of the data supplier, the corresponding contract with ABIS no longer being able to be fulfilled economically, on the agreed terms and conditions, or in the event of the data supplier considering it illegitimate to use the data in the corresponding contractual manner and this opinion appearing to be reasonable in accordance with a legally sound appraisal undertaken by ABIS. Any claims for compensation for damage filed against Post Adress shall in any case be excluded.

Art. 2 Supplementary provisions in regard to the services moversPLUS and further additional sources (Sources 6, 7, 19, 30, 31, 35, 36, 40, 41 and 47)

2.1 The moversPLUS address change information and the information concerning undeliverable items are gathered with the aid of data processing. Post Adress does not provide any warranty vis-à-vis the service partner or the end customer concerning the accuracy and completeness of the moversPLUS change of address information, in particular not in regard to the new addresses being relocation addresses. Post address does not provide any warranty/accept any liability concerning the accuracy and completeness of the undeliverable items, in particular not in regard to any address actually being an undeliverable address. This also applies if the services are provided at the computing centre by the Post Adress vicarious agent ABIS or one of its service partners which has the data on its premises.

2.2 The origin of any record can be proven based on the ID.

2.3 The service provider or end customer needs to take over the regular hits generated in their entirety. It is not possible to make a selection from the hits, or return some of them.

2.4 Rights of use of the customer in the case of permanent correction of proprietary stored data: The customer guarantees, in regard to the permanent

correction of its stored data with moversPlus and undeliverable items that it has a legitimate interest in knowing the (new) addresses, as it needs the data within the context of a contractual relationship or a contract-like relationship of trust (e.g. a customer/prospective customer relationship) with the owner of the address enquired about, for collecting debts, for enforcing claims under civil law or within the context of post-contractual duties of care, and wishes to use it for such a purpose. The customer may use the corrected data to an unlimited extent within the context of its usual business transactions, in particular for normal business post and advertising campaigns, as well as in order to assert legitimate claims. Any customised selection of the corrected addresses, either individually or as a whole, for the purposes of marketing or any other passing on of them to third parties, is excluded. Third parties, in this sense, shall mean any natural person or any legally independent legal person, in particular also legally independent group companies (affiliated companies). Should the customer intend to pass it on to one of its affiliated companies, this shall require Post Adress' express permission.

2.5 Rights of use of the customer when correcting leased address lists or when correcting proprietary stored data for one-off use for promotional purposes: The corrected addresses may only be used for sending out one respective mailing for promotional purposes. Taking over the addresses updated with moversPLUS or the addresses deleted/marked as being ABIS' undeliverable items in the address lists leased is likewise prohibited, just as is (permanently) taking over the updated addresses or (permanently) marking the undeliverable addresses in the proprietary stored data.

Should the customer intend to make multiple use of the addresses, a separate written agreement with Post Adress is required for this purpose.

2.6 In the event of the customer culpably infringing one of the obligations specified in Clauses 4 and 5, a contractual penalty in the amount of 10 times the order value shall be due, however, at least in the value of EUR 25,000.00. This is essentially to be verified in full, inclusive of the amount, by the competent court. Paying the contractual penalty shall not absolve the customer from continuing to comply with his or her contractual obligations. The right to require compensation for any further damage is reserved.

2.8 Post Adress shall be entitled to assert an extraordinary right of termination, without giving notice, in the event of data suppliers, whose data is necessary in order to gather the moversPLUS change of address information, or the information about undeliverable items, ceasing to deliver the data. Post Adress shall likewise be entitled to exercise an

extraordinary right of termination, without giving notice, if the implementation of moversPLUS or the undeliverable items is prevented due to amendments in the legislation or is no longer possible.

2.9 Post Adress shall not accept any liability for copyright, licence right or data privacy infringements by the service provider or the end customer. Otherwise, the provisions on liability contained in these contractual provisions shall apply.

Art. 3 Supplementary provisions regarding the smartADDRESS data (Sources 22, 23, 25 and 26)

3.1 Rights of use of the customer in the case of permanent correction of proprietary stored data: The end customer warrants that he or she has a legitimate interest in knowing the addresses updated with the smartADDRESS data, as he or she needs the data within the scope of a contractual relationship or a contract-like relationship of trust (e.g. a customer/prospective customer relationship) with the owner of the address enquired about, for collecting debts or for enforcing claims under civil law, and wishes to use it for this purpose. It is not possible to compare them with a reference database or household database.

3.2 Rights of use of the customer when correcting leased address lists or when correcting proprietary stored data for one-off use for promotional purposes: The corrected addresses may only be used for sending out one respective mailing for promotional purposes. Furthermore, taking over the addresses updated in the leased address lists is likewise prohibited, just as is (permanently) taking over the updated addresses and incorporating them into the proprietary stored data.

Should the customer intend to make multiple use of the addresses, a separate written agreement with Post Adress is required for this purpose.

3.3 The end customer shall, when making full payment, receive an ordinary, non-transferable right, however unlimited chronologically and geographically, to use the address data supplied to him or her internally, within the company, exclusively for his or her own business purposes. He or she shall be obliged to use the address data of which he or she has been notified solely within the context of the purpose to which his or her legitimate interest relates. The end customer shall, upon request, substantiate his or her legitimate interest more precisely, present corresponding evidence, and provide information. He or she may not, either personally or through third parties, market the data supplied, in whole or in part, for example in the form of a "relocation file" or

Contractual provisions for moversPLUS, further additional sources and addPHONE

“change of address file”, or pass it on to affiliated companies or other third parties, unless he or she is explicitly permitted to do the latter.

3.4 In the event of the end customer culpably infringing one of the obligations specified in Clauses 1 and 2, a contractual penalty in the amount of 10 times the order value shall be due, however, at least in the value of EUR 25,000.00. This is essentially to be verified in full, inclusive of the amount, by the competent court. Paying the contractual penalty shall not absolve the end customer from continuing to comply with his or her contractual obligations. The right to require compensation for any further damage is reserved.

Art. 4 Supplementary provisions regarding the eXotargets data (Sources 44, 45, 48 and 49)

In regard to the eXotargets data, the respective corresponding T&Cs of eXotargets GmbH shall apply accordingly in the relationship between Post Adress and the customer. These can be accessed on the eXotargets website (www.exotargets.de) at any time.

Art. 5 Supplementary provisions regarding the addPHONE service

5.1 Service partners and end customers or users of addPHONE undertake, when using the addPHONE service, to take into account the requirements which emerge either from the law or from the data provision contracts concluded between Post Adress' vicarious agent ABIS and the data suppliers. These include in particular:

- The requirements of the Telecommunications Act, the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (*BDSG*) are to be complied with;
- service partners and end customers or users of addPHONE undertake not to provide *any information services within the meaning of the German Telecommunications Act (TKG)* with the data transferred;
- by means of suitable technical measures, service partners and end customers or users of addPHONE shall effectively ensure that
 - the data is not used for the purpose of any commercial re-use;
 - the subscriber data is not directly accessible via an open interface.

5.2 Service partners and end customers or users of addPHONE need to check and assess, in each individual case, whether the telephone numbers added may be used for cold calling campaigns or for

any other form of contact by telephone. Post Adress shall not in any way be responsible for that.

5.3 Post Adress shall not accept any liability for the subscribers and associated telephone subscriber data being correct, and the subscribers actually being reachable.

5.4 The service partner and the end customer or user undertake to pay Post Adress a contractual penalty in the amount of € 10,000.00 (in words: Ten Thousand Euros) for each case of infringement of the obligations arising from Clause 1. Should it be possible to prove that greater damage has been incurred to Post Adress, Post Adress shall be entitled to require the contractual partner to pay the amount exceeding the contractual penalty.

5.5 Post Adress shall be entitled to assert a right of extraordinary termination, without giving notice, in regard to any contracts concerning the addPHONE segment - in the event of the corresponding data supplier ceasing to supply further data - for whatever reason - or, due to a significant change in the purchasing conditions on the part of the data supplier, the corresponding contract with ABIS no longer being able to be fulfilled economically, on the agreed terms and conditions, or in the event of the data supplier considering it illegitimate to use the data in the corresponding contractual manner and this opinion appearing to be reasonable in accordance with a legally sound appraisal undertaken by ABIS.

Art. 6 Final provisions

6.1 Post Adress is entitled to make general price adjustments. Post Adress shall inform customers in writing or by e-mail at the latest two weeks prior to the new price coming into force. The customer may object to the price adjustment in writing or by e-mail within a period of 7 days. Should the customer object to a price adjustment, only the service to which the increase in price relates shall automatically end as at the date of the new price coming into force. The termination of said service shall have no impact upon the existence of any other services agreed between Post Adress and the customer.

6.2 Post Adress shall only be liable to the extent that such is expressly regulated in these contractual provisions.

6.3 Any rights and obligations based on these contractual provisions or contractual provisions agreed with Post Adress amending or supplementing said contractual provisions may not be assigned to third parties without Post Adress' written consent.

6.4 These contractual provisions are binding, irrespective of any deviating terms and conditions of business of the customer/user. Any provisions which deviate from the above contractual provisions, or any additional provisions, shall only be valid in the form of a written addendum to these contractual provisions, in which reference is made to the altered provisions.

6.5 Severability clause: Should one or more provisions of these contractual provisions be invalid, the validity of the remaining provisions shall not be affected thereby. The invalid provision is to be replaced by the provision which comes closest to the economic purpose of the invalid provision.

Status: 01/02/2020, PL