

## TERMS OF ORDER

---

### Terms of buying of BRANDLOCAL GmbH

1. The following Terms of buying determine the relationship between BRANDLOCAL GmbH and the publisher concerning the booking and processing of placement orders.
2. Conditions of the publisher which deviate from BRANDLOCAL's terms of buying merely obtain if and insofar as the publisher indicates the derivation under specification of object and content in writing and BRANDLOCAL hasn't dissent the derivation.
3. The prices mentioned in the orders are effective. If these prices are not executed any longer the publisher is obliged to send a version of the latest price list without delay to BRANDLOCAL.
4. Increase in prices and / or further unfavorable changes of rate card are not effective for orders already placed. Reduction of prices are considered with immediate effect.
5. In case of extension of orders the higher discount for repetition / volume discount applies retroactively to all orders.
6. BRANDLOCAL is entitled to terminate the contractual relationship to the publisher at any time. In this case BRANDLOCAL will only get the discounts for the actually accounted volume of booking.
7. The publisher is obliged to exert all conditions arranged with third parties in general to BRANDLOCAL if these conditions are favorable to the conditions arranged with BRANDLOCAL.
8. The publisher is not allowed in any case to inform third parties about contents and extent of our orders, neither on request.
9. In case of order in the scope of direct distribution, advertising paper, direct mail and flyer the publisher is prevented by law to deliver the advertising medium if the recipient of the advertising medium has pronounced a ban on advertising (lock flag). The publisher obliges to take care that all deliverers authorized by the publisher observe all lock flags on the receiving devices (e.g. stickers like "Please do not post advertising" or "No advertising! No advertising folder, free newspapers, flyer etc." on the letter box). The publisher particularly guarantees that the employed deliverers as well as every new or temporary staff will be insistently instructed and directed about the consequences of noncompliance concerning the ban of advertising which shall distract the deliverers from non-observance. Furthermore the publisher obliges to constrain registered noncompliance with the threatened consequences. The publisher indemnifies BRANDLOCAL as well as the advertiser in whose mandate BRANDLOCAL places the order at the publisher from all cost and expenditures which will arise of non-observing of the lock flag by the deliverer. This particularly but not conclusively includes written warning, legal costs and administrative fine and will also apply to such organization the advertiser is involved by oneself or in common directly or indirectly with at the least 50%.
10. Court of jurisdiction shall be Düsseldorf exclusively.

11. Changes or supplementations to this Terms of buying must be made in writing. This shall also apply to a change in this provision stipulating the written form.
12. Should a provision of this Terms of buying be or become legally ineffective or unenforceable, or should the Terms of buying prove to have a legal loophole, this shall not affect the validity of the rest of the terms. Instead of a legally ineffective, unenforceable or missing provision, a legally effective and enforceable provision which comes as close as possible to provide the economic result of the legally ineffective, unenforceable or missing provision shall apply.

#### **For necessarily attention concerning orders in online-media**

1. Mandatory requirement for the order to you is that the advertising materials of our clients shall not be placed on sites with glorification of violence, right-wing extremist, pornographic, pornography with children, sodomistic or similar natured settings and/or contents | illustration of criminal actions like violation, mutilation et cetera.
2. If you - besides to your appearance as publisher - occur as provider, too, the following order is only effective if you credibly assure and inform us in writing that you actively act against the distribution of the contents mentioned above and that you are in close cooperation with the police concerning the prosecution of such websites.
3. As contractor you have to ensure that the content of the websites on which the advertising material is shown does not violate against applicable law of the Federal Republic of Germany.
4. The technical as well as all other specifications needed for production of the ordered advertising materials have to be provided to BRANDLOCAL in good time. Additionally, BRANDLOCAL has to be mandatory informed about changing of established specifications in time. If advertising materials which have been created with the wrong provided specifications are not useful for being placed on the websites the contractor has to bear the costs which incur for modification of the advertising material.

Status: September 2017