

## General Terms and Conditions

### 1. Area of application

These General Terms and Conditions of Business shall form a component of all current and future business transactions. They are acknowledged when placing an order or accepting a delivery. We shall not be bound by any general terms and conditions of business of the buyer, even if we do not expressly reject them.

### 2. Object of Agreement

2.1 Details of the order like topic, length of time, fees, or prices etc. are dealt in written form. Purpose of the order is the agreed upon service (consulting, list leasing, etc.) not the attainment of certain economic success.

2.2 Consulting services are provided, when the necessary analysis and conclusions are worked out. It is negligible if or when the conclusions and recommendations are implemented.

2.3 The DIRECT SUCCESS GmbH can consult independent subcontractors for the execution of an order, although it remains directly obligated to the buyer.

### 3. Changes in Order Content

Later changes and supplements to the order or essential work results require a writing to become effective. This also applies if one resigns from the requirement of written form.

### 4. Terms and Conditions of Payment

4.1 If one has not expressly agreed upon fixed prices when placing the order, the list and catalogue prices, which are valid on the day of delivery, are billed.

4.2 In the case of consulting services, DIRECT SUCCESS is entitled to claims of fees and reimbursement of expenses.

4.3 The charge for consulting services is billed in accordance with the times spent (time fees) or is stipulated as fixed price.

4.4 Fees that are paid in accordance with the degree of success or only in the case of success are ruled out, unless there is a written agreement.

4.5 Unless there exists an otherwise written agreement, 50% of the fees are due when placing the order, 30% are due when half of the project has passed, and 20% are due when the project is completed. Expenses are considered, too.

4.6 All outstanding payments are due when billed and must be paid right away without deductions. The legal value added tax must be added to all prices and must be stated separately.

4.7 The following applies to address deliveries: The quantity of addresses, which are stated in our catalogues, price lists, offers, and order confirmations, are due to constant inflows and outflows only rough numbers; we only bill for the actually delivered quantity of addresses. If we

have offered a minimum order value, this shall constitute the minimum price.

4.8 For the delivery of printed matter, the customer accepts a common over and short delivery of up to 5%.

4.9 If we retrospectively find out, that the buyer concealed adverse and unrecognizable circumstances that might risk his contract compliance when placing the order, then we are entitled to withdraw from the contract without grace period. We further demand the payment of the provided services.

### 5. Counterclaims, Use Lien, Title Retention

5.1 Offsetting against counterclaims or holding back of payments can only be undertaken by the customer when a demand is assessed to be undisputed and legally binding.

5.2 In the commercial intercourse, we secure an use lien for the address stocks of the customer for the purpose of leasing to a third party against payment and charging leasing income with our demands.

5.3 We reserve the property of our delivered goods and services until the complete payment of our bills.

### 6. Delivery

6.1 The agreed upon delivery periods apply as rough date of delivery. They adequately extend when the customer induces a change in order or when there is a delayed material delivery. The same applies, when there is an act of nature beyond control, a labor dispute or business disruption, for which we are not responsible but which occur in our business or in the business of our subcontractors.

6.2 We shall only recognize fixed deadlines if we have expressly confirmed them as such in writing form.

6.3 In the case of culpably exceeding the period of delivery, default occurs through the written appeal of the customer. In the case of default, the customer is entitled to withdraw from the contract after setting a written and adequate period of grace.

6.4 We are not obligated to check the advertising material of the customer or third party for meeting a certain deadline (exhibition invitations, seminars etc.).

6.5 When we receive advertising material that needs to be prepared for mailing, we are not obligated to check if the agreed upon fare is appropriate for the given weight. The postal delivery is completed when bringing the postal items to the post office of a given country.

6.6 The fare must be paid in advance on demand by the customer. Before we receive the remuneration, we are not obligated to postal delivery. Agreed upon delivery dates are then not valid any more.

6.7 The residual material, which is still available after postal delivery, can be destroyed at the latest 30 days after processing the order.

### 7. Complaints, Warranties, Liability

7.1 DIRECT SUCCESS conducts all work with great care under the consideration of professional standards. We try to meet the individual needs of the buyer. We do not warrant that our investigations and analyses rightly and completely reflect the situation of the business with respect to the question posed.

7.2 The delivered data from the buyer or third party are only checked for their plausibility. The derived conclusions and recommendations from the investigations are carried out by the best of knowledge and by the recognized standards of business and practice.

7.3 Complaints due to incomplete or deficient delivery must be pointed out to us no later than 14 days after delivery as far as the defect is obvious. If the customer is a registered trader, it is necessary to report identifiable and obvious deficiencies no later than 10 days after delivery. In the case of hidden deficiencies, one should report in writing form immediately after detection.

7.4 In the case of justifiable and timely complaints, we mend at our choice or provide replacement. The buyer can demand a reduction in compensation and withdrawal from the contract, if two amendments fail or the replacement is again deficient or the amendment is not conducted within an adequate deadline. The liability for warranted characteristics remains unaffected.

7.5 DIRECT SUCCESS is only liable in cases of mandatory liability due to legal provisions. In the case of culpable violation of essential contractual obligations, we are only liable for contract coherent, predictable damage. The liability for all kind of defects, including subsequent defects, which accrue to the buyer or third party due to deficiencies or intentional or grossly negligent behavior when processing the order, is limited to the amount of the order value.

7.6 These principles also apply to the by DIRECT SUCCESS instructed auxiliary persons and vicarious agents.

### 8. Liability for Print Products

8.1 In the case of producing and processing print products, the buyer is liable that the delivered print products and layouts do not violate legal requirements.

8.2 It rests with the buyer to check if his advertising material is unobjectionable in terms of competition law. We assume no liability, particularly not for the observation of trade-specific competition rules. In all cases, the customer exempts us from third party claims.

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### 9. Protection of the Intellectual Property of the Consultant

9.1 The buyer vouches that our analyses, market studies, reports, organization plans, blue prints, drawings, lists and calculations are only used for his own purposes and are not published without explicit consent.

9.2 If businesses which are connected with the buyer want to use the provided consulting services, it requires a special written agreement.

9.3 As long as work results are capable of being protected by copyright, we remain the sole copyright owner. The buyer receives in these cases a non-transferable right of utilization for the work results.

### 10. Final Provisions

10.1 Place of fulfillment is the registered office of the DIRECT SUCCESS GmbH.

10.2 We exclusively apply the German law in our privities of contract. The EKG (International Sale of Goods) is not applicable.

10.3 Jurisdiction is the registered office of DIRECT SUCCESS, when both parties of the legal dispute are business people, legal persons of public law or special funds under public law.

10.4 If one or more clauses of the GENERAL TERMS AND CONDITIONS are ineffective or become ineffective, or if the contract contains a loophole, the remaining provisions continue to be effective. The corresponding legal provisions replace the ineffective or missing regulations.

### Supplementary Terms and Conditions of Business for Listbroking

The following terms and conditions shall apply in addition to our General Terms and Conditions in the event we broker lists to a customer (lessee) from a list owner (lessor).

I. We are only a broker for the lessor; no recourse may be taken against us by the lessee for inaccurate addresses or other defects in the address material. We therefore assume no warranty for the accuracy of the lessor's data.

II. The offers specified by us in the name of the lessor shall be subject to change and must be confirmed in writing by the lessor. The lessor may refuse to accept orders we issue in the name of the lessee without specifying any reasons or make the recognition of such orders contingent on additional terms and conditions, such as the presentation of a sample of the advertising material with which the addresses are to be processed.

The lessee and lessor acknowledge that the lease contract shall solely come about between the lessor and the lessee. Recourse may not be taken against us as broker based on the contract concluded between the lessor and lessee irrespective of our right to collect for the lessor.

III. The address list data of the lessor are protected by copyright pursuant to § 87b ff. of the Copyright Act; such lists shall remain the property of the lessor and shall only be leased to the lessee for one-time use in the lessee's own advertising to the stipulated degree. If the lessee intends to use the lists several times or unrestrictedly, a separate permanent usage agreement must be concluded with the lessor. To protect against unauthorized use, control addresses have been integrated into the address collections. The presentation of one control address shall be sufficient as proof of abuse. Addresses of persons who place orders or request offers based on the lessee's advertising shall not be subject to any restrictions regarding further use by the lessee. This shall not apply to addresses of participants in games of chance, tender biddings or similar events. The leased addresses may only be processed and used with due regard to the provisions of the GDPR.

IV. The lessee must pay for each infringement of the restrictions on usage mentioned in section 3 above a contractual penalty in the amount of 10-times the invoice amount for all address collections delivered with the collection from which the illegally used address stems. The lessor reserves the right of asserting further claims.

V. Returns (with postal non-delivery notices) are unavoidable due to varying fluctuation in the individual address groups. Such returns shall not be compensated. The compensation of returns must be agreed separately with the lessor. The lessor assumes no warranty that the holder of an address is what he or she reported to be when the data are used.

VI. The lessor's liability, irrespective of legal basis, is limited to deliberate act and gross negligence, unless there is a violation of fundamental contractual obligations. The extent of liability must be foreseeable when concluding the contract.