

## GENERAL TERMS AND CONDITIONS FOR ADVERTISEMENTS AND OTHER ADVERTISING MEDIA IN MAGAZINES

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The following General Terms and Conditions of Business (hereinafter „the GTCs“) govern the relationship between the Marketer and the Client when placing and processing advertising orders for magazines marketed by the Marketer, including the mobile and tablet PC applications („apps“) and e-paper that are based on them and can be read offline (hereinafter collectively „magazines“), unless otherwise agreed in writing. Furthermore, these GTCs shall apply analogously to orders for supplements, inserts or special technical designs. The Client may request these GTCs at any time at [werbung@isarvest.de](mailto:werbung@isarvest.de), print them out and download or save them..

### 1. Definitions

1.1 „Offer“ within the meaning of these GTC is the offer of the Marketer for the placement and publication of an advertising medium or several advertising media in magazines for the purpose of distribution. Unless expressly designated otherwise as a binding offer, offers by the Marketer are subject to change, i.e. are not binding, and are subject to the availability of the services offered.

1.2 „Advertising order“ within the meaning of these GTC is the offer by a principal for the publication of one or more advertisements or other advertising media (hereinafter collectively referred to as „advertisements“) by an advertiser or other inserter (hereinafter collectively referred to as „advertisers“) in a magazine for the purpose of distribution. The Advertiser may be an agency or an Advertiser directly.

1.3 A „conclusion“ is a contract for the publication of several advertisements, taking into account the discounts to be granted to the Advertiser in accordance with the price list, whereby the respective publications are made on call-off by the Advertiser. If the right to call off individual advertisements is granted within the framework of a contract, the publication date of the last advertisement must be within one year of the publication of the first advertisement (hereinafter referred to as the „insertion year“), unless expressly agreed otherwise in individual cases.

1.4 „Marketer“ is Isarvest GmbH for all magazines marketed by the company.

### 2. Conclusion of contract

2.1 In the case of an advertisement order, a contract shall be concluded, unless expressly agreed otherwise individually, by the printing of the advertisement (in the case of several advertisements of the first advertisement) or by confirmation of the Marketer in text form. If a binding offer is made by the Marketer, the contract shall be concluded by the Client's declaration of acceptance.

2.2 If agencies place advertising orders, the contract shall be concluded with the agency, subject to other agreements in text form. The agency shall be obliged to provide the Marketer on request with proof of trade via an excerpt from the commercial register, from which the brokerage of advertising orders can be seen, and proof of mandate.

2.3 Advertising orders from advertising and media agencies will only be accepted for advertisers precisely named. Advertising for the products or services of an advertiser other than the one specified at the time of booking shall in any case require the prior consent of the Marketer in text form

2.4 If the Marketer has orders or contracts marketed via third parties, these third parties act as representatives of the Marketer and on the Marketer's account.

2.5 If the granting of AE (agency commission) is not excluded, an intermediary fee of 15 % on the invoice net, i.e. on the invoice total without VAT after deduction of discounts, shall be remunerated for all orders placed via an advertising agency recognised by the Marketer. Setup fees, technical costs and remuneration for creative services are excluded from this.

2.6 Amendments and supplements to a contract as well as deviations from these GTC must be made in writing. For contract amendments and supplements, this also applies to the cancellation of this written form clause.

2.7 In the case of agency bookings, the Marketer reserves the right to also forward booking confirmations to the agency's client.

### 3. Advertisement publication

3.1 If advertisements are to be published only on certain publication dates or in certain places in the magazine, this shall require an expressed agreement with the Marketer. The orders for these advertisements must be received by the marketer in good time so that the client can be informed before the advertising deadline if the order cannot be executed in this way.

3.2 For publication in the electronic editions of the magazines, the marketer is entitled to adapt the print documents available for the paper editions to the respective requirements of the electronic edition. The presentation may deviate from the print result in the paper edition. In order to exclude this deviation, the Advertiser may request the exact specifications from the Marketer for the supply of an advertisement already adapted to the electronic edition. For the publication of the advertisements in the electronic editions of the magazines, the advertisement is scaled largely proportionally to the size of a page of the electronic edition in relation to the printed edition. In addition, placements equivalent to those in the printed edition are guaranteed in the electronic editions.

3.3 If there are no special size regulations, the calculation shall be based on the actual print height of the printed edition customary according to the type of advertisement.

3.4 An exclusion of competing advertisements is not promised in principle.

3.5 Bookings of partial reservations (placements in partial reservations are always present if they are scheduled below the total issue) are subject to a right of shift on the part of the marketer.

3.6 The marketer shall distribute inserts with due care customary in the business, whereby up to 3% misdelivery or loss shall be deemed customary in the business.

### 4. Obligations of the client and right of refusal of the marketer

4.1 The Client shall be responsible for ensuring that the content provided by him, in particular his advertisements, are designed in such a way that they do not violate statutory provisions and, in particular, comply with regulations relating to the protection of minors, press, competition, trademark, copyright, medicinal product advertising, data protection, criminal law and media service law. In the event of a culpable violation of sentence 1, the Client shall indemnify the Marketer in full against all costs

incurred by the Marketer as a result, including the costs of legal defence, upon first request. The Marketer is not obliged to check the advertising media prior to placement and publication of the advertising media.

4.2 The Marketer reserves the right to reject advertisements or other advertising media (in particular inserts, supplements, additions and samples etc.) if

- their content violates laws or official regulations or
- the content of which has been objected to by the German Advertising Council in a complaints procedure, or
- the publication of which infringes the rights of third parties or the interests of the marketer due to its content, design, origin or technical form, or
- other advertising media (in particular inserts, supplements, etc.) cannot be enclosed or attached to the object for technical reasons.

The Client shall be notified immediately of the rejection of an advertisement or other advertising material. In the case of advertisements whose appearance corresponds to the editorial design of the magazines, the marketer reserves the right of objection in the sense of its journalistic mandate. Advertisements which have an editorial design must be clearly distinguishable from the basic typeface of the magazines and must be marked with the word „Advertisement“. Advertisements which are not recognisable as advertisements due to their design may be clearly identified as such by the Marketer with the word „Advertisement“.

4.3 Advertising media containing advertising by or for third parties (joint advertising) require the prior written consent of the Marketer in each individual case. The advertisers must be named. The Marketer reserves the right to charge a combination surcharge or a different discount.

4.4 If the Client has already been warned or will be warned due to the content of an advertising medium or has already submitted or will submit a cease-and-desist declaration, the Client is obliged to inform the Marketer of this without delay. If the client fails to comply with this obligation, the marketer shall also not be liable for the damage incurred by the client as a result of repeated publication of the advertisements (content) objected to.

4.5 The Client guarantees that the products, substances, mixtures, articles and packaging supplied by it or on its behalf to the Marketer as additions or samples to press products comply with all mandatory requirements applicable in the Federal

Republic of Germany (including chemicals law [e.g. REACH, CLP], food law, product safety law etc.), in particular that they are provided with the necessary accompanying documents (e.g. certificate of conformity, operating instructions) and are labelled. Furthermore, the principal shall guarantee that the suitability of the accessories or samples to be combined with the press product for dispatch and distribution in combination with this press product has been carefully checked. In the event of doubts as to the legal conformity or suitability for dispatch and distribution, the Marketer reserves the right to reject the advertising material without being obliged to carry out an examination. The client shall indemnify the marketer against all involuntary losses of assets as well as necessary expenses arising from the fact that the products, substances, mixtures and packaging supplied do not comply with the mandatory legal requirements, unless the client cannot be blamed for culpable conduct. This includes, in particular, the costs of a recall - also voluntary - insofar as this is reasonably necessary for reasons of safety and health protection. Any further claims on the basis of statutory mandatory liability, such as in particular the Product Liability Act, shall remain unaffected by this.

## 5. Transmission of print documents

5.1 The client alone is responsible for the timely delivery and perfect condition of suitable printing material or other advertising material. Unless otherwise agreed with the Marketer, the print documents are to be delivered to [werbung@isarvest.de](mailto:werbung@isarvest.de). The Client is obliged to provide digital print documents as proper templates for advertisements in good time before the start of placement, in particular in accordance with the format specified in the contract or the technical requirements contained therein - for publication in digital editions, templates must be supplied in accordance with the technical specifications of the Marketer for the creation and transmission of online advertising media. The usual quality of the printing material for advertisements or other advertising media is agreed in accordance with the binding technical specifications for the title occupied in accordance with the price list and the order confirmation. Undesirable printing results that can be traced back to a deviation from the above agreement shall not lead to any claim for a price reduction. The same applies in the case of errors in repeated advertisements if the client does not point out the error before the next advertisement goes to press. The Client is solely responsible for the completeness and correctness of the print documents. The marketer has no obligation to check the print documents sent by the client for completeness and correctness.

5.2 The costs incurred by the Marketer for changes to the

artwork requested by the Client or for which the Client is responsible shall be borne by the Client. In the case of difficult typesetting work which requires more than the usual effort, the Marketer reserves the right to charge for this in accordance with the actual effort involved. The usual quality of the advertisements within the scope of the given possibilities, which are determined by the print documents and the technology used by the printer, is agreed for the title occupied in accordance with the information in the price list as well as in the order confirmation.

5.3 Prior to the digital transmission of print documents, the client shall ensure that the transmitted files are free of computer viruses. In particular, he is obliged to use commercially available protection programs for this purpose, which must be up-to-date. If the Marketer discovers sources of damage of the aforementioned type on a file transmitted to him, the Marketer will no longer make use of this file and delete it, as far as this is necessary to prevent or limit damage (in particular to prevent the source of damage from spreading to the Marketer's IT system), without the Client being able to assert claims for damages in this connection. The Marketer reserves the right to make a claim for damages against the Client if the Marketer has suffered damage as a result of such sources of damage infiltrated by the Client.

5.4 If an order is not carried out or is carried out incorrectly because the Client breaches its duties to cooperate, in particular production templates were not delivered on time, incomplete and/or defective or incorrectly labelled or were deleted in accordance with Clause 5.3, the Marketer shall nevertheless be entitled to the agreed remuneration.

5.5 Regardless of the digital print documents, a written order with motif identification is required. The delivery of the print documents alone does not constitute the placing of an order.

5.6 Print documents shall only be returned to the client upon special request. The obligation to keep the print documents ends one month after the first publication of the advertisement or other advertising material.

## 6. Deficiencies

6.1 If the publication of the advertisement does not comply with the quality or performance owed under the contract, the client shall be entitled to a reduction in payment or a faultless replacement advertisement, but only to the extent that the purpose of the advertisement was impaired. The marketer has the right to refuse a replacement advertisement or replacement

publication if

(a) this requires an effort which, taking into account the content of the contractual obligation and the principles of good faith, is grossly disproportionate to the Client's interest in performance, or

(b) this would only be possible for the Marketer at disproportionately high costs. If the Marketer allows a reasonable period of time set for him for the replacement advertisement or the publication of the other advertising medium to elapse or if the replacement advertisement/replacement publication is again not faultless, the Client shall be entitled to a reduction in payment or cancellation of the order. In the event of insignificant defects in the advertisement or the publication of the other advertising medium, the cancellation of the order shall be excluded.

6.2 The Client shall check the advertisement immediately after publication. If the client is a merchant, complaints about defects must be made to the Marketer immediately after publication, unless the defects are not obvious, in which case a period of six months applies. If the client is a consumer, complaints in respect of obvious defects must be asserted within two weeks, in the case of non-obvious defects within one year of the statutory commencement of the limitation period.

6.3 The Marketer shall be liable for all damages, whether arising from breach of contractual duty or tort, in accordance with the following provisions:

(a) In the event of gross negligence, liability towards entrepreneurs shall be limited to compensation for typical foreseeable damage; this limitation shall not apply insofar as the damage was caused by legal representatives or executive employees of the Marketer.

(b) In the event of simple negligence, the Marketer shall only be liable if a material contractual obligation has been breached, a guarantee has been assumed or fraudulent misrepresentation has been made. Material contractual obligations are obligations the fulfilment of which is a prerequisite for the proper performance of the contract and the observance of which the contractual partner relies on and may also rely on. In such cases, liability is limited to the typical foreseeable damage. In the event of liability only for the typical foreseeable damage, there shall be no liability for indirect damage, consequential damage or loss of profit.

6.4 All claims against the Marketer arising from a contractual breach of duty shall become statute-barred one year after the statutory commencement of the limitation period, unless they are based on intentional or grossly negligent conduct or there

is an injury to life, body or health; in such cases the limitation period shall be governed by the statutory provisions.

6.5 In the case of claims under the Product Liability Act and in the case of injury to life, body or health, the Marketer shall be liable without limitation in accordance with the statutory provisions.

## 7. Payments

7.1 The invoice shall be paid within the period shown on the invoice, unless otherwise agreed in writing in the individual case. Any discounts for early payment shall be granted in accordance with the price list. The Marketer reserves the right to demand advance payment by the advertising deadline for justified reasons, such as the commencement of a new business relationship. Invoices are always sent electronically. The Marketer will deliver a printed invoice by post on request; the Marketer reserves the right to demand a separate invoice for this.

7.2 The Client may only offset claims of the Marketer against an undisputed or legally established claim. If the Client is an entrepreneur, he is only authorised to exercise a right of retention if the counterclaim is undisputed or legally established and is based on the same contractual relationship.

7.3 In the event of default in payment, reasonable reminder fees shall be charged in addition to the statutory default interest. Furthermore, the Marketer may postpone further execution of the current advertising order or contract until payment has been made and demand advance payment for the remaining advertisements.

7.4 In the event of justified doubts about the Client's ability to pay, the Marketer is entitled, even during the term of a contract, to make the publication of further advertisements dependent on the advance payment of the amount on the closing date for advertisements and on the settlement of outstanding invoice amounts, irrespective of any originally agreed payment period.

## 8. Advertisement voucher

Upon request, the Marketer shall provide a receipt for advertisements and other advertising media; this can also be provided digitally, e.g. via access to the corresponding e-paper; the Marketer reserves the right to charge a separate expense-related fee for this. If a receipt can no longer be obtained, it shall be replaced by a legally binding certificate from the Marketer on

the publication and distribution of the advertisement.

## 9. Price lists

9.1 Prices are always exclusive of the respective statutory value added tax; this applies in particular to prices stated in advertising orders and price lists.

9.2 The Marketer is entitled to change the prices at any time with effect for the future. Price changes for advertising contracts are effective if they are announced by the Marketer at least one month before publication of the advertisement; in this case the Client has a right of withdrawal. The right of withdrawal must be exercised in text form within 14 days of receipt of the notice of change concerning the price increase. The right of withdrawal does not apply to orders to be processed in a continuing obligation. In such cases, changes to the price list shall take effect immediately unless expressly agreed otherwise.

9.3 Text part advertisements within the meaning of the price lists are advertisements with at least three pages of text and not adjacent to other advertisements.

9.4 If the Client agrees individual conditions with the Marketer outside the price list, any price list discounts shall not apply.

## 10. Transfer and guarantee of rights

10.1 The client is responsible for ensuring that the print documents provided by him do not infringe the rights of third parties. He declares that he is the owner of all rights of use and exploitation required for the placement and publication of the print documents provided by him and that he is entitled to dispose of them. In the case of the creation of advertisements by the Marketer, the Client also declares that he holds all the rights necessary for the creation of the advertisement. In this respect, the Client shall indemnify the Marketer against all claims of third parties upon first request. This also includes the costs of legal defence. The client is obliged to support the marketer with information and documents in the legal defence against third parties.

10.2 The Client shall transfer to the Marketer the non-exclusive rights of use, ancillary copyrights, trademark rights and other rights required for the creation and publication of the advertising in print, online and telemedia of all kinds, including the Internet, in particular the right to reproduce, distribute, transmit, broadcast, make publicly available, extract from a database and retrieve, in terms of time and content, to the extent necessary for the execution of the order. The Marketer

shall also be granted the right to self-promote the Marketer or the respective objects for an unlimited period of time. The aforementioned rights are transferred in all cases without any territorial limitation and are freely transferable to third parties.

10.3 Any concepts and components on which the offers of the Marketer are based are protected by copyright and competition law and must be treated confidentially by the Client. In particular, these concepts may not be passed on to third parties, either in this or in a modified form, nor may they be used by the Client for its own purposes outside the scope of the contract.

10.4 If a graphic is used in connection with the advertisement or in any other way the name, logo, company mark, brand, work title or other business designation, the Client grants the Marketer the non-exclusive, non-transferable right to use the graphic or the corresponding signs in the respective advertisement for the duration of the contract.

10.5 Advertising motifs (promotions) designed by the Marketer for the Client may only be used for advertisements in the titles/issues booked for this purpose with the Marketer. No further rights are granted.

## 11. Duration

11.1 The contract ends with the expiry of the agreed contract term in the advertising offer (see point 2.).

11.2 The right to extraordinary termination for good cause after prior warning remains unaffected. The termination must be made in writing. A right to termination without notice for good cause exists in particular if one of the parties repeatedly breaches a material contractual obligation despite a written warning, fails to remedy a continuing breach of contract within a reasonable period of time or fails to remedy its consequences, a warning has been issued against one and/or both Parties and/or against a magazine marketed by the Marketer as a result of a contractual service and/or an injunction has been obtained or if the Marketer has reasonable grounds to suspect that the Client or the content provided by the Client violates or has violated applicable legal provisions, in particular of the German Penal Code or the applicable advertising guidelines; a reasonable cause of action exists if the Client or the content provided by the Client violates or has violated applicable legal provisions, in particular of the German Penal Code or the applicable advertising guidelines reasonable suspicion exists as soon as the Marketer has factual indications of a violation of legal provisions, in particular as soon as preliminary proceedings are initiated against the

Marketer, the Client and/or against the magazines marketed by the Marketer or as soon as the competent authorities request a statement. A reason for termination without notice is also given if insolvency proceedings are opened against the assets of a contractual partner or are not opened due to lack of assets or an application is made in this regard and the contractual partner concerned does not prove the obvious unfoundedness of the application within a reasonable period of time despite being requested to do so. Furthermore, a reason for termination without notice exists if enforcement measures have been taken against one of the contracting parties and have not been lifted within one month.

### **12. Disruption of the contractual relationship in the event of force majeure**

In the event of operational disruptions or in cases of force majeure, industrial disputes, confiscation, traffic disruptions, general shortage of raw materials or energy, pandemic effects and similar - both in the operations of the Marketer and in third-party operations which the Marketer uses to fulfil its obligations - the Marketer shall be entitled to full payment for the published advertisements if the Marketing Object has been delivered by the Marketer with 80 % of the average circulation sold or otherwise guaranteed over the last four quarters. In the event of lower deliveries, the invoice amount shall be reduced in the same proportion as the guaranteed circulation to the circulation actually delivered. The marketer reserves the right to postpone publication dates for current reasons. The client shall not be entitled to any claims against the marketer as a result.

### **13. Involvement of third parties**

The client requires the prior written consent of the marketer for the complete or partial transfer of its rights and obligations arising from the advertising order. The Marketer is entitled to use third parties to fulfil its obligations arising from the advertising order.

### **14. Data protection**

The Client undertakes to comply with the applicable statutory provisions on data protection, in particular the provisions of the Data Protection Regulation (DSGVO) and the Federal Data Protection Act (BDSG). The Client shall oblige its employees and vicarious agents and their employees to comply with these provisions.

### **15. Withdrawals before the start of the service delivery**

The Client may withdraw from contracts after they have been concluded. Any withdrawal from contracts must be made in writing to the attention of the Client's contact person at the Marketer. The Marketer shall grant a withdrawal free of charge up to three months before the start of the agreed provision of services. The date of receipt of the letter by the Marketer shall be decisive for the date of withdrawal. If this withdrawal period is not observed, the client shall pay 50% of the net order value plus VAT. Withdrawal shall be excluded after commencement of the service provision. In the case of booking forms of cooperative advertising, such as cross-media offers, competitions, influencer campaigns, content integration, withdrawal is possible up to three months before the start of placement. If this deadline is not met, the Client shall pay at least 50% of the net order value (gross order value less statutory VAT) plus the statutory VAT applicable to this amount as a withdrawal fee. Technical costs and costs for creative services incurred for the booking up to the time of the withdrawal shall be charged to the client in full.

### **16. Confidentiality and press**

16.1 Unless otherwise agreed in writing, the contracting parties shall treat details of the contractual relationship, in particular the prices and conditions, as well as business secrets of which they become aware directly or indirectly through the respective other party in the course of the performance of the contract, as strictly confidential. This shall not apply if disclosure is ordered by a court of law or by the authorities or is necessary for the judicial enforcement of own rights against the respective other contracting party.

16.2 Press releases as well as other public announcements to third parties about the business relationship between the Marketer and the Client or regarding the details of agreements made require the prior approval of the Marketer. This also applies to logo publications for logos supplied by the Marketer.

### **17. Final provisions**

17.1 Any additional terms and conditions contained in the price list shall apply in addition to these General Terms and Conditions.

17.2 Insofar as written form is required under these General Terms and Conditions, this shall be complied with by text form.

17.3 Amendments to the General Terms and Conditions shall be notified to the Client in text form as well as on [extraETF.com/](https://www.extraETF.com/) media-sales. They shall be deemed to have been approved by



the Client, unless the Client objects to them in text form within one month of notification.

17.4 General contractual or business conditions of the Principal are hereby expressly excluded. This shall also apply if the terms and conditions of the Client have not been expressly objected to and/or the Marketer provides the services without objection, i.e. Advertising Media are placed and published without objection.

17.5 The place of performance is the registered office of the Marketer. In business transactions with merchants, legal entities under public law or special funds under public law, the place of jurisdiction for legal actions is the registered office of the Marketer. In the case of non-merchants, the place of jurisdiction shall be determined in accordance with the statutory provisions. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

17.6 Should individual provisions of the contract, including these regulations, be wholly or partially invalid or should the contract contain a loophole, the validity of the remaining provisions or parts of such provisions shall remain unaffected. The contracting parties undertake to replace an invalid provision with a valid agreement whose economic success comes as close as possible to that of the invalid provision.

The GTC was drawn up in German. In case of discrepancy, the german language version shall prevail. The German GTCs can be accessed at <https://de.extraetf.com/media-sales>.