

Annex 1

General Terms and Conditions of Contract for Airport Advertising

Preface

Unless any other agreement is made in writing in a particular case, the following General Terms and Conditions of Contract of Flughafen Berlin Brandenburg GmbH ("FBB") apply as the contractual terms. None of the General Terms and Conditions of Contract of the Contractual Partner (the "Customer") apply. This document is a translation of the original version in German, the "Allgemeine Vertragsbedingungen für die Flughafen-Werbung". In the event of any inconsistency, the German version is the original language and the English version is a translation for information purposes only.

Advertising medium within the meaning of the contract means the support provided by FBB for installing advertising (e.g. Colorama glass boxes, frames and scaffolding for tarpaulins or sheets, etc.); in this respect, advertising material means the object of the promotional message to be provided by the customer (poster, sheets, tarpaulins, giveaways, exhibits (e.g. vehicles) incl. the customer's own substructures, etc.).

Section 1 General information

The customer is responsible for the legal duty to maintain safety for the advertising media and other items brought in by them.

The Customer is liable to FBB for all damage caused culpably by it itself or third parties commissioned by it (particularly designers, craftsmen, suppliers). This also applies for damage suffered in connection with the advertising, regardless of blame. The Customer shall indemnify FBB if a claim for such damage is made against FBB directly. FBB will accept no liability for the damage or loss of advertising materials or parts thereof, unless the Customer proves that FBB has caused this as a result of gross negligence.

The customer is obliged to cover an advertising medium it has booked with its advertising material during the entire booking period in accordance with the contractual agreement. Leaving it vacant is prohibited.

The Customer is obliged to obtain the following insurance with the following cover itself and to maintain it for the contractual term or, if it commissions third parties, to place them under obligation to obtain the following insurance with the following cover and to maintain it for the contractual term:

- Public liability insurance (including environmental liability insurance) with minimum cover of a lump sum of €2,000,000 for personal injury, property damage and financial loss and with cover of €5,000,000 for personal injury, property damage and financial loss in the case of advertising campaigns in the security area of the airport premises.
- If the Customer enters the aviation security area of the airport in a vehicle registered to the company, it must provide proof of third-party vehicle insurance with cover of €100,000,000.

Suitable proof of insurance cover must be provided to FBB in good time before supplying the advertising materials and at FBB's request in the course of the contractual relationship. The Customer is obliged to only award contracts for services (e.g. technical or building services) to specialist firms that are able to provide proof of the same insurance cover.

Section 2 Protection against competition

There is no entitlement to protection against competition or industry exclusivity. There is no entitlement to a specific editorial environment for the location of the advertising.

Section 3 Transfer to third parties, granting of rights

Rights from this Contract can only be transferred to third parties with FBB's prior written consent.

FBB is entitled to make video recordings and take photos or produce other images of the advertising site and the Customer's advertising materials and to use them for its own publication purposes, particularly for advertising and marketing. For this purpose, the Customer grants FBB a non-exclusive right to use the advertising materials that is has supplied to FBB for publication in FBB's advertising media.

Section 4 Short-term adverse effects

Delays in or failures to install advertisements will affect neither the contractual term nor the obligation to make payment. Short-term adverse effects on the advertisements will entitle the Customer to neither offset counter-claims nor retain the media fee due.

Section 5 Return of advertising media

The Customer is obliged to remove the advertisements upon expiry of the Contract and to give the advertising materials back to FBB in their original condition, clean and in good working order. Otherwise, FBB is entitled to have this carried out at the Customer's cost with no prior warning and to dispose of the advertising materials. The Customer must contact FBB before any work commences.

Section 6 Distribution of advertising materials

The compilation and distribution of advertising material (e.g. flyers, other printed media and product samples) on the airport premises require FBB's prior written consent. If one of the aforementioned activities is carried out without FBB's prior consent, FBB is entitled to end this immediately and confiscate any materials that have not yet been distributed.

The Customer is obliged to ensure that after it has finished distributing advertisements, none are left lying around the airport premises. Otherwise, FBB is entitled to have them cleaned up at the Customer's cost, with no further warning.

Section 7 Creation of the advertising materials, approval by FBB and granting of rights

7.1 The Customer shall produce the advertising materials itself in good time and at its own cost in accordance with FBB's data sheets/ requirements. The material to be used for all advertising media must be suitable for fire prevention at least in accordance with DIN 4102 B1. In some areas of Berlin Brandenburg Airport, additional special fire prevention requirements apply, which must be agreed upon by the parties on a case-by-case basis.

The type and design of the advertising materials, in both FBB's analogue and digital advertising media, require FBB's written consent. The Customer must present drafts for approval in good time before commencing production, at the latest before the advertising period begins.

FBB is entitled to reject the advertising materials presented by the Customer. This applies in particular if the advertisements violate these Terms and Conditions of Contract or applicable legislation or if the rendering or content of the advertising materials is immoral. Any type of advertising or content that is directed against the principles and goals of FBB, commercial airports in general or air travel is prohibited and may also be rejected by FBB. This also applies in principle for advertising with religious or political content. If an advertising material is not approved by FBB, the customer shall not be entitled to claim compensation for expenses it incurs or costs incurred for creating alternative advertising material.

7.2 The Customer itself is responsible for advertisements published on its behalf. It is obliged to obtain the necessary permits, licences, or any other legally required approval itself and is responsible for complying with contractual and legal requirements, particularly those relating to copyright and competition law. The Customer shall ensure compliance with these requirements and indemnify FBB against third-party claims if such claims are made by third parties against FBB on the grounds of the Customer's advertisements. FBB is entitled to suspend or terminate the advertising campaign if there are indications that the advertisements are in breach of the provisions of these Terms and Conditions or the law. In this case, the Customer remains obliged to pay the full fee, but is entitled to supply compliant advertising materials for the rest of the reserved advertising period.

7.3 FBB accepts no liability for the non-performance, delay, disruption or termination of the display of the clients' advertising materials, unless it is responsible for this (e.g. in the event of strikes, technical faults, power cuts, damage caused by third parties or force majeure). Short-term disruptions or faults in the display of the advertising do not constitute a defect and do not give the Customer the right to reduce payment or claim damages from FBB. If a disruption lasts a considerable length of time or is of a considerable scope, FBB is initially entitled to make up for the display of the Customer's advertisements for the length and in the scope of the disruption, unless this adversely affects the purpose of displaying the advertisements. Damage/disruption to advertising material must be rectified by the customer at its own expense within a reasonable period after the customer has become aware of the damage.

Section 8 Special rules on digital advertising media

When using digital advertising media, the rules of Section 8 - which then, in case of contradictions, take precedence over the other General Terms and Conditions of Contract for Airport Advertising - also apply:

- 8.1 The use of digital advertising media involves the reproduction of advertising media provided by the Customer in digital format (image or video format) in FBB's digital advertising spaces (e.g. on monitors or display screens). The Customer must provide the advertising materials to FBB in the previously specified file format four days before the beginning of the advertising campaign at the latest. The details of the contracted advertising campaign can be found in the Contract.
- 8.2 The Customer reserves a specific number of slots per minute for a specific period of time to display its advertising. The advertising media are operational from 04:30 to 00:30. During the time period reserved for the advertising campaign, FBB will display the advertising materials in the reserved FBB digital advertising media with the reserved number of slots. While advertising on FBB's digital media, different customers' advertisements are displayed alternately at the same time. In this respect, the Customer is not entitled to a specific editorial environment, a specific order in the display, industry exclusivity or protection against competition. Any other arrangement only applies if expressly agreed upon between the Parties.
- 8.3 FBB shall keep the booked number of slots free for the Customer for the booked period of time. If the advertising materials are not supplied to FBB on time or are unusable, e.g. as they violate these terms, FBB will be released from its performance obligation until usable advertising materials are supplied, but the Customer will remain obliged to pay for the reserved advertising period. Any expenses saved must be deducted. In particular, FBB is entitled to fill the unused slots in another way. The Customer is entitled to supply suitable advertising materials at a later date, which FBB will then display for the rest of the reserved advertising period with the number of slots booked.
- 8.4 FBB will delete the digital advertising materials after the agreed advertising period has ended. Any other arrangement only applies if expressly agreed upon between the Parties. FBB is entitled to save the advertising materials for documentation and other internal purposes. In certain cases, there may be a delay in removing advertisements from the display in the advertising spaces after the reserved advertising period has ended. In these cases, the Customer is not obliged to pay for the extra advertising period.

Section 9 Remuneration and payment commitments

All payments must be made to FBB, 12521 Berlin, to its bank account with Commerzbank AG, acc. no. 111600300 (sort code 160 400 00), IBAN DE20 1604 0000 0111 6003 00 (BIC code COBADEFF) following receipt of the invoice. In the event of late payment, FBB is entitled to charge default interest at a rate of 9 percentage points p.a. above base rate and a fixed late payment penalty in the sum of 40 euros. Whether or not a payment is on time depends on when it is received.

Section 10 FBB's special rights of termination

FBB is entitled to terminate the contractual relationship at any time with 1 month's notice if necessary for construction- or operations-related reasons or other good reasons. FBB must refund any proportion of the fee that has already been paid. Any further claims against FBB by the Customer on the grounds of the termination are precluded.

Section 11 FBB's right to extraordinary termination

In good cause exists, FBB is entitled to terminate the Contract without notice. This is the case if

- a) the Customer is more than one month late in making payment, despite a reminder.
- b) the advertising is not in the contractually stipulated format or is subsequently altered without FBB's consent.
- c) another good cause exists, which makes it unreasonable for FBB to adhere to the Contract.

In the event of termination for good cause, the Customer is not entitled to any damages. FBB's damages claims remain unaffected.

Section 12 Liability

FBB accepts no liability for adverse effects on advertising campaigns, particularly in the case of force majeure, unless it is responsible for these. Overall, FBB's liability is limited to intent and gross negligence, unless there is a danger of injury and death. Claims by the Customer for reimbursement of lost profit and futile expenditure are precluded.

Section 13 Severability clause

Should a provision of this Contract not meet legal requirements, this provision will be considered replaced by a legally permissible contractual provision that most closely corresponds to the Parties' intentions based on the invalid provision. The validity of the other provisions remains unaffected by this.

Section 14 Applicable law

Unless otherwise stated in the General Terms and Conditions of Contract, the provisions of the German Civil Code (Bürgerliches Gesetzbuch, BGB) apply, specifically Sections 535 et seqq. BGB. Section 545 BGB does not apply.

Section 15 Airport regulations and place of jurisdiction

Apart from these GCIs, the customer shall comply with the respective current versions of the regulations applicable at Berlin Brandenburg airport BER, in particular, section A.8 (General Conditions of Use (FBO)) of the airport manual EDDB, fire safety regulations, site regulations, as well as schedules of fees for the use of services. These can be examined at www.berlin-airport.de or in the airport operator's offices. The place of performance is Berlin Brandenburg airport. The place of jurisdiction is Berlin unless an exclusive mandatory place of jurisdiction is specified by law. German law applies. Customers based abroad are obliged to appoint an authorised recipient in Berlin.