

**Contract for leadprovision on a prepaid basis between guenstiger.de GmbH,  
Deichstrasse 34, 20459 Hamburg (Contractor) and the Client**

Commencement of contract:	With the performance of the agreed advance payment by the Client and the product range integration by the Contractor
Contract termination:	In the first four weeks of the contract, the notice period is two days
Price per Lead <sup>1</sup> :	Net 38 Euro-cents
Compensation basis:	Advance payment of a non-interest-bearing prepayment by the Client
Minimum advance payment amount:	Net 200 Euros
Offsetting:	Ongoing settlement of the fee for generated leads plus VAT against the existing prepayment
Prepayment control:	By the Client in the my-account-area (My-Account-Bereich) provided to it. The Client ensures continuous control of the prepayment amount and timely performance of payments. For the period in which there is no prepayment, the obligation of the Contractor to act lapses.
Billing / Invoicing:	The billing of fees and the corresponding invoicing is done once a month. Thereby, an offset is always made against the respective existing prepayment <sup>2</sup> .
Remaining balance:	Upon termination of the contract, the remaining balance is repaid by no later than the tenth day of the following calendar month and subject to any existing right of retention under civil law, to a bank account to be designated by the Client for this purpose.
Further agreements:	In addition, the general terms and conditions of guenstiger.de GmbH apply to lead contracts

1. The leads are redirection of interested customers to products to be advertised on the Client's website. These are generated by means of offerings run by the contractor (for example Internet comparison portals, apps) as well as offers from third parties (for example search engines, websites of cooperation partners). By linking to the Internet offer run by the client, the user is forwarded by clicking to the product or the offer page of the client. Each click represents a lead.
2. The Client is aware that for data protection reasons no storage of IP Addresses of visitors of the internet price comparison portals of the Contractor is possible.

## General Terms and Conditions of guenstiger.de GmbH

(Version of Oct 2022)

### 1. General

1. Our offer is only available to entrepreneurs within the meaning of § 14 BGB, legal entities under public law or special assets under public law.
2. These terms and conditions apply not only to the contractual relationship in which they were incorporated, but also to all future business relationships, unless we refer to other terms and conditions.
3. Deviating, conflicting or supplementary terms and conditions of the customer, are not part of the contract, even with our knowledge, unless their validity is expressly agreed on.

### 2. Conclusion of contract

Our offers are non-binding. By accepting an offer, the customer bindingly declares that it wishes to order the services designated. We are entitled to accept the contract offer with the customer's order within one week after receipt. Acceptance may be declared either expressly or by commencement of processing the order.

### 3. Deadlines

The service deadlines specified are not binding, unless they are expressly designated by us as binding.

### 4. Placement of leads, no liability for the occurrence of a particular success

1. By concluding the contract in accordance with its provisions, we owe the endeavour, in our discretion, to convey interested parties for the offers transmitted by the customer ("leads") and not that, as a result of our activity, a concrete (economic) success occurs for the customer. We are not obligated to advertise the customer or its

offers at all times and/or completely for the purpose of generating leads.

2. If we use advertising opportunities on the offers of third parties (such as search engines) for the customer, we owe the effort only, that the customer's products are advertised accordingly. The way and method of the concrete advertising depends on the respective current offers of the third parties.
3. It is at our discretion as to how leads are transmitted provided that it is done in compliance with this contract, the legal regulations and common market standards for such services. The transmission of leads takes place in particular by means of websites and apps operated by us as well as by offers of third parties, like e.g. search engines, placement of advertising on other websites or in apps.
4. The ranking of product presentations on price comparison sites is based on the price charged for the respective product, in ascending order. The Merchant who offers the product at the lowest price is therefore in the first place. On search results pages, the order of the search results is based on an internal relevance algorithm.
5. For the purpose of continuous development of our offers, we are entitled at any time and without prior information given to the customer to change the services provided by us, provided that these are reasonable for the customer.

### 5. Duties of the customer

1. The customer undertakes to support our activities to the extent necessary. In particular, it provides free of charge all the technical requirements necessary for the proper execution of the contract. It provides us with all data and information from its sphere that we require from the customer for the

fulfilment of the contract. In particular, the customer will provide a list of the products to be advertised by us (including price and delivery costs) in a format specified by us, free of charge, accessible via the internet. It will update this list continuously and provide us with the latest version at all times. We will retrieve this list on working days, at our headquarters at least once a day and update our data accordingly.

2. In addition to the content referred to in clause 1, the customer provides us with the data, photos, logos and other graphical or text representations (collectively the "customer content") that we need to provide our services, in particular for the promotion of the products or the presentation of the customer, accessible on the internet for retrieval. The current requirements are available at <https://stats.guenstiger.de/datafeedexample/ProductFileInstructionsguenstiger.pdf>.
3. Changes to links or access data for the retrieval of data in accordance with clauses 1 and 2 must be communicated by the customer per e-mail to [shop@guenstiger.de](mailto:shop@guenstiger.de), at least 14 days before they become effective, against acknowledgment of receipt.
4. The customer warrants that it has the rights required for the fulfilment of the contract with respect to the customer content and that the contractual use thereof does not conflict with any rights of third parties or laws. It shall indemnify us from all claims of third parties asserted against us for the breach of sentence 1; this also includes our reasonable costs of legal representation to review and defend against such claims.
5. We are not responsible for checking whether the customer content is correct, complete, compliant with the law and free from third-party rights. We will inform the customer if the opposite becomes known to us and it can be attributed to the customer.
6. Any agreed due date and deadline shall be extended by the time in which the customer,

despite a notification, delays any act of cooperation incumbent, on it or is otherwise responsible for the hindrance. A notification is not necessary if we have already set a reasonable deadline by our request for cooperation or deadline for the provision of the cooperation obligation has been agreed.

7. The customer shall inform us immediately about faults or defects of our service and in this context describe the fault or defect as precisely as possible, indicating the relevant information known to it. Insofar as the customer is reasonably unable to provide us with this information, it shall be irrelevant to our performance obligation.

## **6. Transfer of rights**

1. The customer transfers us all customer-content or other data, logos, product names, brands, photos, information, documents, etc., surrendered to us for the purpose of fulfilling the contract, the rights of which are required to fulfil the contract. This includes, in particular, for the purposes of the contract, the transferable right to reproduce, store, edit, combine with other data and content, distribute (in particular via the internet) the content and keep it available for download to the public. Included is the right to use - in accordance with the contract - on the websites and apps operated by us as well as the websites and apps of third parties on which advertising is carried out by us as well as the promotion of our offer itself, e.g. through linking, integration as well as in the form of banner placement on any website or in third-party apps.
2. The transfer of rights takes place without limitation in time, i.e. also beyond the termination of the contract, since we can not completely remove the advertising measures taken for the customer from the Internet.
3. We are entitled to use the product images made available by the customer for the placement of leads for the respective products, even if the concrete use in the specific case does not take

place for the purpose of transmitting leads for the customer. This is especially true if third parties, e.g. search engines, using the product images for the generation of leads are put in place and they use the product images on our behalf, without any advertising existing for the customer.

4. We are entitled to put in place search engine marketing, using the customer content for the generation of leads for the customer and to use the corresponding names and brands of the customer. This includes, in particular, enabling keywords as well as advertising or product promotion in paid search offers.

### **7. Suspending the generation of leads**

1. In addition to the missing obligation to continuously advertise the customer and its offers, we are entitled to (temporarily) suspend our services for an important reason if according to our substantiated assumption an abuse of our offers exists, that is unacceptable for us or disadvantageous for the customer.
2. This is especially applicable in the following cases:
  - a. abrupt and extraordinary changes in the number of leads generated (in particular: increase in leads generated over a 24-hour period by at least 50%, compared to the corresponding previous period),
  - b. significant increase in complaints about the customer (e.g. non-delivery of offered products),
  - c. suspected breaches of rights by the customer through our services, especially if we are to receive warning notice accordingly from third parties;
  - d. higher than insignificant breach of obligations by the customer arising from the contract;
  - e. technical malfunctions on the part of the customer, which hinders our service provision higher than insignificantly;

- f. the causing or reasonably imminent causing of damage by us or third parties commissioned by us through the services of the customer;
- g. more than 30 days default in payment by the customer with an invoice;
3. We will inform the customer immediately about the respective measure and the reasons. If reasonable, we give the customer the opportunity to submit observations within a reasonable period of time before taking the action.

### **8. Fee, examination duty of the customer**

1. The agreed fees apply to our services. If no fee has been agreed for a service, our current price list – valid upon the engagement – applies.
2. All fees are net prices and are in Euro. They will be charged monthly, in arrears.
3. For each notification after the default of the customer, the customer will be charged reasonable reminder fees. In the event of default of payment by the customer, we are entitled to charge a flat default fee in accordance with § 288 (5) BGB (German Civil Code) instead of individual reminder fees. The possibility of asserting any further damages due to delay remains unaffected.
4. Objections regarding the information on the services provided, described in our invoices are to be raised within four weeks of receipt, otherwise they are deemed approved and correct.

### **9. Collateral for payment claims**

1. If we become aware of circumstances according to which the creditworthiness of the customer has deteriorated significantly in comparison to our knowledge at the time of conclusion of the contract, if there are reasonable doubts about the customer's solvency or if the customer fails comply with the agreed terms of payment – more than insignificantly – despite a reminder, we may demand the provision of reasonable collateral (e.g. deposit) for future services.

2. The aforementioned rights exist in particular in the event of late payment by more than 30 days, an application for the opening of insolvency proceedings concerning the customer's assets, the rejection of such an application due to lack of assets or the opening of the insolvency proceedings. In any event, an amount equal to three times the average of the last three invoices to the customer shall be deemed as reasonable collateral. The collateral is to be provided by payment of a corresponding amount of money. The customer is entitled to prove to us a lower need for collateral.

### **10. IT security, audit rights**

1. The customer is not entitled to pull data out of the database of our offers either in whole or in part by means of automated scripts (so-called spidering).
2. The customer agrees that we are entitled to search its internet offers by means of automated queries or to observe them in any other way in order to ensure the quality and functional reliability of the links we have been provided (e.g. to find incorrect or non-functioning links or links to no longer available products and remove them from our database) and to check whether the information provided to us corresponds to the information on the website of the customer. To this extent, we will only take measures that can not lead to a higher than insignificant impairment of the Client's internet offer. The customer will refrain from taking any steps to prevent such measure (such as blocking our IP address).

### **11. Term of the contract**

1. The contract is concluded for an indefinite period. It may be terminated by either party with a notice period of one week. The right to terminate for good cause remains unaffected.
2. Particularly the following reasons shall apply as good cause, if they exist at the other party:

- a. the breach of material contractual obligations by the other party, if the breach is not remedied despite a notification and setting a reasonable deadline. The notification and the deadline shall not be required in the case of unreasonable breach;
  - b. the filing for the opening of insolvency proceedings by the relevant party itself, the opening of insolvency proceedings and the rejection of the opening due to lack of assets;
3. Terminations must be made in written form.

### **12. Liability**

1. In case of breach of significant contractual obligations by simple negligence, our liability shall be limited to the amount of the foreseeable and contractually typical damages. Significant contractual obligations are those the fulfilment of which enable the proper execution of the contract in the first place and the customer may regularly rely on compliance with such obligations. The period of limitation is one year.
2. Clause 1 shall not apply to claims arising from injury to the body, health or life, malicious action, assumption of a guarantee or claims under the product liability act.

### **13. Claims for defects**

1. The choice of the type of subsequent performance is within our legal limits. The limitation period for claims for defects is one year. This does not apply to claims arising from intent, gross negligence, injury to the body, health or life, assumption of a guarantee and for claims under the product liability act.
2. If the customer complains about the existence of defects and, as a consequence of our resulting activity, it is proved that there was no defect, we are entitled to invoice our corresponding expenses with our general hourly rates.

#### **14. Access to data**

1. As a provider, we have access to the personal and other data that the customer provides to us for the use of our services or that is generated in the course of providing these services. In addition to data provided by the customer (in particular name, address and contact data, product data), this also includes data on the frequency with which the customer's products presented by us are called up by the users of our offers.
2. The customer has no access to personal data or other data which he has made available to us in connection with the use of our online brokerage services or which has been generated in the course of providing these services to the customer and the consumers of the customer's goods or services. Legal rights of the customer remain unaffected.

#### **15. Internal complaint management system**

You can access our internal complaint management system at [support@guenstiger.de](mailto:support@guenstiger.de). We appoint Volkhard Neumann as well as Gritt Gräwe, Hammerstein und Partner, Caffamacherreihe 5, 20355 Hamburg, as mediators with whom we are prepared to cooperate in order to reach an out-of-court settlement of any disputes with customers that relate to the provision of our online mediation services, including complaints that cannot be resolved by the means of our internal complaint management system.

#### **16. Amending powers**

We are entitled to change these terms and conditions at any time, with a notice period of at least four weeks. For this purpose, we have to inform the customer in writing about the intention of the amendment, the amended provisions and the existence as well as the exercise of its right of objection. If the customer makes use of its right of objection before the expiry of the period of notice, the previous terms and conditions shall apply without modification, otherwise the

new terms and conditions will apply upon the expiry of the period of notice. In the case of objection, our right of termination remains unaffected.

#### **17. Other provisions**

1. A contracting party is only entitled to exercise a right of retention or set-off in so far as the underlying counterclaim has been finally established or is not disputed.
2. The assignment of rights and obligations under this contract or of the contract as a whole to a third party is only permitted with the prior consent of the other contracting party. The consent may not be unreasonably refused.

#### **18. Final provisions**

1. Place of fulfilment for deliveries and services as well as payments is Hamburg.
2. Deviating verbal agreements that were not recorded in writing, were not made by the parties at the time the contract was concluded. Earlier agreements between the parties on the subject matter of the contract are hereby void.
3. Should any provision of these terms and conditions be or become wholly or partially void, ineffective or unenforceable, or should any provision which is necessary in itself be excluded, the validity and enforceability of all other provisions of this contract shall remain unaffected.
4. The contract - the contract only - is subject to the laws of the Federal Republic of Germany with the exclusion of the CISG. International private law does not apply, insofar as it is not mandatory. This does not apply to contracts concluded with consumers.
5. The exclusive jurisdiction for all disputes in connection with this agreement is at our headquarters. However, we are also entitled to bring an action on, at the general place of jurisdiction of the customer.

## 19. Disclaimer

This is a translation from german origin. The translation in the English language is provided only for information and must not be referred to in order to interpret the binding version.