

Flughafen Hamburg GmbH: Terms and Conditions for the Production of Advertising Material and for the Allocation and Usage of Advertising Locations

Effective from September, 2019

1. Scope, Conclusion of contract

- 1.1. Unless agreed otherwise in writing, the following Terms and Conditions issued by Flughafen Hamburg GmbH (hereinafter "FHG") shall apply as contractual conditions.
- 1.2. These Terms and Conditions shall also apply to all future business arrangements, even when not the subject of repeated specific agreement.
- 1.3. The terms and conditions of business of the customer (hereinafter "Contractual Partner") shall not apply as contractual conditions, even when not expressly repudiated by FHG. To the extent that the Contractual Partner's terms and conditions of business are not in agreement with the following Terms and Conditions, the Contractual Partner shall inform FHG in good time before conclusion of the contract, expressly and in writing, that FHG's Terms and Conditions are not accepted. Should such notice not be given within the required time, the Contractual Partner has relinquished the right to bring its contrary terms and conditions of business into effect.
- 1.4. All of FHG's offers and services are directed at merchants trading as companies in the sense of the German Commercial Code ("Handelsgesetzbuch" or "HGB"), legal entities under public law, or special public law funds

- 1.5. Any offer issued by FHG is non-binding, unless otherwise expressly stated in the offer itself. The conclusion of a contract and/or any other agreement is only binding when the Contractual Partner has accepted an offer from FHG by signing the contract and a signed copy of this contract has then been countersigned by FHG and returned to the Contractual Partner. FHG's offer shall specify whether originals of the contract are to be sent by post (in writing) or scanned and transmitted by email or by facsimile (electronically).

2. Services provided by FHG

- 2.1. FHG makes advertising media available for commercial usage by FHG's Contractual Partners, and also offers service and production for advertising material to be situated at Hamburg Airport. All services provided by FHG are subject exclusively to the content of FHG's offer and to these Terms and Conditions. Where there is contradiction between the contents of these contractual bases, the content of FHG's offer shall have priority, followed by the provisions of these Terms and Conditions.
- 2.2. For organisational reasons, FHG reserves the right to reschedule the commencement of an advertising campaign by up to 3 weekdays, except where there is an extra agreement on a fixed date. The duration of the campaign shall remain unaffected by this provision.
- 2.3. Except where otherwise agreed, FHG shall dispose of the Contractual Partner's display items and advertising material (hereinafter referred to collectively as "advertising material"), and/or advertising material produced for the Contractual Partner, after the termination of the contract and/or after a change of design during the period of the contract. The Contractual Partner shall notify FHG in writing 14 weekdays before the termination of the contract and/or the design change if a return of the advertising material is required.

In such case, the advertising material is to be collected by the Contractual Partner within 7 weekdays after termination of the contract and/or design change; after this period, FHG is entitled to dispose of said material.

- 2.4. The Contractual Partner is aware that, especially in consideration of the special circumstances of airport operation, advertising may be subject to short-term impairment or interference. Short-term impairment of advertising totalling up to 5% of the period of the contract, up to a maximum of 17 calendar days per contractual year, shall not entitle the Contractual Partner to enforce claims against FHG (in particular, to offset payment with counterclaims or to reduce or retain payments due).
- 2.5. FHG retains the right to remove the advertising to another location or to remove it altogether where necessitated by reasons relating to construction activities, structural issues or official permits. FHG shall inform the Contractual Partner of any necessary removal of the advertising without delay, and, subject to availability, provide an alternative location of the same or similar quality. Where it is not possible to provide an alternative location, both partners shall be appropriately released from their contractual obligations. Any advance payments made by the Contractual Partner shall be reimbursed in proportion with the portion of the period for which no advertising location is available. The Contractual Partner has no further right to seek reimbursement of costs or damages.
- 2.6. FHG is authorised to engage suitable third parties (subcontractors) to fulfil, in whole or in part, obligations arising from this contract.
- 2.7. FHG is entitled to partially fulfil obligations (rescheduled provision of individual components from the agreed quantity of advertising media and/or advertising material), except where such partial fulfilment represents such an insignificant proportion of the agreed provision of services that there is, based on factual and objectively assessable criteria, no benefit for the Contractual Partner. In the event of partial fulfilment, the agreed fees shall be appropriately and proportionally reduced (where applicable, taking into account any damages incurred by the Contractual Partner as a result of the delay within the scope of the liability provisions of these Terms and Conditions). Short-term impairment in accordance with the previous paragraph shall not be counted as partial fulfilment for the purposes of reducing fees or justifying damage claims.
- 2.8. The Contractual Partner is only entitled to offset or retain payment when counterclaims have been legally established, are uncontested, or are recognised by FHG. Furthermore, the Contractual Partner is only entitled to exercise any right of retention to the extent that counterclaims relate to the same contractual relationship.
- 2.9. Except where already covered by the provisions of Point 2.4 above, cases of force majeure and unforeseen circumstances (in particular disruption to operations or traffic, energy supply problems, problems with deliveries from suppliers, faulty machinery, accidents, strikes, lock-outs, fire, confiscation) beyond the control and/or influence of the parties to this contract shall result in the provision of service being interrupted for the duration of the case of force majeure or of the unforeseen circumstances ("period of disruption"); FHG shall decide in such cases whether to extend the service provision to compensate for the period of disruption or to proportionally reduce the fee payable. FHG's decision shall be based on whether an exten-

sion of service provision may have a detrimental effect on the sale of the advertising medium to a third party at the termination of the agreed contractual period. In the event that the contract is limited by express agreement to a specific date of termination (e.g. Easter or Christmas specials), the extension of the period of service provision shall be subject to the agreement of the Contractual Partner. Such events shall only entitle a contractual party to terminate an order when extended delay is unreasonable for the terminating party; extended delay, as a rule, shall be considered unreasonable when it exceeds more than 10% of the contractually agreed period or when the uninterrupted period of disruption exceeds 6 weeks. The Contractual Partner is not entitled to any further claims, in particular for damage compensation.

2.10. An interruption to service provision for which the Contractual Partner is responsible, in particular failure to install advertising material at all or on time, shall not have any effect on fees due or on the duration of the contract.

2.11. FHG cannot guarantee to exclude advertising by the Contractual Partner's competitors.

3. Special provisions for production services

Where the contractual parties have agreed, on the basis of FHG's offer, that FHG shall produce advertising material for the Contractual Partner, the following additional provisions shall apply:

3.1. Content, Material qualities:

The contents and designs for the production of advertising materials are to be specified in good time by the Contractual Partner, and must be in line with the provisions of these Terms and

Conditions for "Requirements of advertising materials". Furthermore, the material qualities of advertising materials produced are defined by FHG's offer and/or the product description, if available. There is no obligation to fulfil material qualities beyond this. Specifically, the Contractual Partner cannot presume such an obligation to exist on the basis of other advertising materials in public statements or advertising, except where FHG has expressly confirmed the delivery of such material qualities in writing.

3.2. Retention of ownership:

The retention of ownership agreed below serves to secure all existing, current and future claims of FHG against the Contractual Partner arising from the contractual relationship between the contractual partners (including unsettled claims arising from current accounts restricted to this contractual relationship). The advertising materials remain the property of FHG until full payment has been received for all secured claims (including fees for the rental of advertising media). The advertising materials and all other advertising materials which are subject to retention of ownership on the basis of these provisions, shall hereinafter be referred to as "retained goods". Should the retained goods be processed by the Contractual Partner, it is agreed that this processing takes place on behalf of and on account of FHG as manufacturer, and that ownership of the newly created item passes immediately to FHG; should the processing involve materials belonging to more than one owner, or should the value of the processed item exceed the value of retained goods, FHG shall have (partial) joint ownership in the proportion equivalent to the ratio of the value of the retained goods to the value of the newly created item. In anticipation of the event that FHG acquires ownership of goods in such a way, the Contractual Partner already assigns herewith ownership, or joint (partial) ownership in the proportion de-

scribed above, of the item to be created to FHG as security. To the extent that the retained goods are combined or inseparably intermingled with any other goods to create a single product and one of the other goods is considered the key component, FHG hereby transfers to the Contractual Partner, if the key component is owned by FHG, a joint (partial) ownership interest in the single product in the proportion defined in sentence 1 above. Should the retained goods be sold on or disposed of, the Contractual Partner hereby assigns as security its claims against the purchaser to FHG; where FHG is joint (partial) owner of the retained goods, this assignment is in the same proportion as ownership. The same applies to other claims which may arise in the place of, or in relation to, the retained goods, for example insurance claims or claims arising from prohibited action, loss, or destruction. FHG hereby issues a revocable authorisation to the Contractual Partner to collect such assigned claims in its own name. FHG may only revoke this authorisation in the case of utilisation of securities.

Should a third party seize the retained goods, the Contractual Partner is obliged to indicate FHG's ownership of the goods and to notify FHG without delay. To the extent that the third party is unable to reimburse FHG for any court costs and other costs arising in connection with this action, the Contractual Partner shall be liable to FHG for said costs. Chattel mortgages, transfers of usage rights for reasons of security, pledges and distraints are not permissible.

The enforcement of FHG's retention of ownership invalidates the Contractual Partner's right to further usage of the retained goods. Any recovery of the items by FHG is for security purposes only. Under no circumstances does this represent a withdrawal from the contract, even if partial payments are accepted. FHG is also entitled to freely dispose of or auction the

items. Further entitlement to claims for damages, in particular for loss of prospective profit, remains unaffected. FHG shall release securities to the extent whereby the value of securities exceeds the secured unsettled claims by more than 50%.

3.3. Usage of advertising material produced by FHG after termination of the contract:

Upon termination of the contract for usage of the advertising media, the Contractual Partner is free to use of advertising material produced by FHG, insofar as said advertising material is the property of the Contractual Partner, taking into account the previous paragraphs. The Contractual Partner, however, is aware that advertising material produced by FHG is manufactured especially for installation at the location agreed in the contract. The Contractual Partner is therefore solely responsible for any usage of the advertising material after the termination of the contract (in particular for suitability, strength, stability, statics, material wear, etc.).

4. Obligation to cooperate on part of Contractual Partner

4.1. The Contractual Partner shall make every effort to facilitate the smooth delivery of services by FHG and abstain from any action which could in any way hinder or prevent such delivery; furthermore, the Contractual Partner shall bear all costs for such efforts. For this purpose, the Contractual Partner shall make available to FHG all necessary advertising materials, along with all necessary templates and designs for the production of advertising material, documentation and information, without delay and without charge. Should the Contractual Partner become aware that some information or specifications are incorrect, incomplete, ambiguous, or impractic-

cable, this fact and all foreseeable consequences are to be notified to FHG without delay.

- 4.2. Specifically, the Contractual Partner shall make available to FHG all printing data along with the allocation of individual advertising material to the respective advertising media no later than 10 weekdays before the commencement of the advertising campaign. Should the Contractual Partner fail in this respect, FHG shall endeavour to install the advertising material punctually, without any obligation to do so. Should the punctual installation of the advertising material only be possible with heavily intensified effort and higher costs ("express installation"), FHG reserves the right to levy a surcharge of up to 75% of nett production costs over and above the actual costs of the installation.
- 4.3. The Contractual Partner is aware of the essential functional characteristics of the advertising media and is responsible to ascertain and ensure that the advertising media fulfil the Contractual Partner's expectations, requirements, and wishes. In particular, the Contractual Partner is responsible to ensure that the advertising media are suitable for the deployment of the advertising materials. Specifically, it is for the Contractual Partner to determine whether the advertising media are sufficiently secure (e.g. against theft, break-in, vandalism) with regard to the value of the advertising materials.
- 4.4. The Contractual Partner is only permitted to carry out work at the airport, or to commission third parties to do so, with the prior express written consent of FHG. In such cases, the Contractual Partner is bound by FHG's stipulation, that work at the airport may only be carried out by specialist companies which have been authorised by FHG and which fulfil specific prerequisites (e.g. demonstrable specialist knowledge, liability insur-

ance). In this case the FHG contains the right to invoice 5% handling-fee based on the agreed net cost based on the HAM Production Service cost estimate / price list.

- 4.5. For safety and security reasons, work on the building services facilities (e.g. air conditioning, hygiene facilities, electrical and electronic circuitry, telecommunications, smoke extraction equipment, fire protection equipment) may only be carried out by FHG itself and/or by companies selected and commissioned by FHG and subject to FHG's prior express written consent.
- 4.6. The Contractual Partner is responsible to attain any necessary permits from the building authorities and other authorities, except where the advertising material is being produced by FHG. FHG will provide assistance where appropriate in obtaining such permits.

5. Fees and charges

- 5.1. The fees agreed in the contract apply for the first contract period (see also Point 11 of these conditions). Should the contract be extended by a further contract period, FHG may raise the fees appropriately; otherwise, the fees agreed at conclusion of the contract shall continue to apply.
- 5.2. In addition, FHG shall charge the costs of the production of advertising materials along with other costs for agreed services, including production services, where such services have been commissioned by the Contractual Partner.
- 5.3. All amounts are subject to value added tax at the legally applicable rate. For invoices for contractually agreed services

which are charged without value added tax, FHG reserves the right to levy value added tax at the legally applicable rate and, in addition, any surcharges legally stipulated or charged by the authorities, in the event that the financial authorities revise their position on the services or that an audit makes it clear that this is necessary or appropriate.

- 5.4. Point 5.3 shall also apply to Contractual Partners not based in the Federal Republic of Germany, as taxation law applies at the point of service delivery, meaning that the service provision is subject to value added tax according to German law.

6. Due dates, Default

- 6.1. Regularly recurring fees to be paid by the Contractual Partner are to be paid quarterly in advance without delay or deduction such that payment is received by the first day of the first month of the respective quarter. In the event of default, interest shall be charged at 8% above the applicable base rate, in accordance with §247 of the German Civil Code ("BGB"). Further entitlement to claims for damages arising from default remain unaffected. When, after issuance of a single written warning and threat to terminate the contract, no payment has been received, FHG is entitled to reclaim and reallocate the advertising space.
- 6.2. The Contractual Partner is not entitled to set any counterclaims against the entitlements of FHG except where such counterclaims are uncontested or established by law. This equivalent shall apply as appropriate to the Contractual Partner's right to refuse performance and right to withhold payment. The latter are also excluded from application to this

contract when they relate to a separate contractual agreement.

7. Right of lien

- 7.1. The parties agree, that FHG has a right of lien over advertising materials provided by the Contractual Partner for all claims arising from this contract.

8. Liability for faults in production services („Warranty“)

- 8.1. Should there be a fault in advertising material produced by FHG, FHG may choose to remedy or replace the faulty item ("supplementary performance"). FHG may refuse the selected form of supplementary performance, or supplementary performance as a whole, if it is only possible with disproportionate costs. In the case of replacement, FHG will exchange the affected advertising material as installed at the advertising media and bear the associated costs, provided these are not higher as a result of a requirement for the replacement to be delivered/installed at a different location to that agreed for the advertising material in the contract. Upon delivery of fault-free advertising material for the purpose of supplementary performance, FHG is entitled to reclaim the faulty advertising material.
- 8.2. Is FHG unwilling or unable to provide supplementary performance, or should such performance be delayed beyond a reasonable period for reasons within the responsibility of FHG, or should supplementary performance for any other reason not

be achieved, the Contractual Partner is entitled, within the scope of legislative provisions, to enforce its rights in terms of withdrawal from the contract in relation to production services or in terms of reduction of fees and the pursuit of compensation claims. The Contractual Partner shall only be entitled to terminate the contract without notice for good cause, relating to the failure to facilitate use of the rented advertising media as specified in the contract, if FHG has been given adequate opportunity to resolve faults and has failed to do so.

- 8.3. The Contractual Partner is only entitled to enforce claims beyond supplementary performance, withdrawal and/or termination of the contract, in particular claims for damages including loss of prospective profit or other financial damage, to the extent allowed for in the provisions of these Terms and Conditions relating to Liability.
- 8.4. The warranty period is one year from the beginning of the statutory limitation period.
- 8.5. FHG has no obligations relating to a fault arising from the actions of the Contractual Partner.

9. Liability

- 9.1. FHG's liability for compensation for damages is limited as follows:
 - a) The extent of FHG's liability is limited to damages typically foreseeable as arising from simple negligence in the failure to fulfil cardinal obligations (i.e. essential obligations upon FHG of primary significance to the achievement of the goal of the contract and/or where failure to fulfil these

obligations can endanger the achievement of the goal of the contract);

- b) FHG is not liable for simple negligence in the failure to fulfil other obligations.
- 9.2. In cases of initial impossibility, FHG shall only be liable if it was aware of the obstacle to performance or if its lack of knowledge was based on gross negligence.
- 9.3. The period of limitations for compensation claims against FHG is one year from the beginning of the statutory limitation period, except where damage is deliberately caused.
- 9.4. The disclaimers of and limitations to liability above apply neither to claims based on the German Product Liability Act nor to damages arising from injury to life, body or health.
- 9.5. FHG shall not be liable for damage to or the loss of advertising materials installed on or in the advertising media, except where the damage or loss is the responsibility of FHG or its assistants or representatives. The Contractual Partner is advised to insure the advertising materials at its own expense.
- 9.6. FHG accepts no liability whatsoever for the usage of advertising material produced by FHG by the Contractual Partner at another location after the termination of the contract. The Contractual Partner hereby indemnifies FHG from all liability in the event that a third party should lodge a claim against FHG for possible damages resulting from the usage of advertising materials by the Contractual Partner after termination of the contract; any costs incurred by FHG through such a claim shall be reimbursed by the Contractual Partner.
- 9.7. FHG shall accept no liability to the Contract Partner or to third parties for damages which are the responsibility of the Con-

tractual Partner or its assistants or representatives. In particular, in such situations, FHG shall accept no liability for damages arising from violation of public safety regulations, violation of the Airport Usage Regulations as valid at the time, or violation of regulations or instructions issued by FHG. The Contractual Partner is responsible to acquire information on such regulations. Further, the Contractual Partner shall bear liability in the event of his or her own contributory negligence.

- 9.8. Should claims for damages be made, these must be pursued by way of litigation within 6 months of written refusal by FHG. Enforcement at a later date is precluded, unless independent proceedings for the gathering of evidence have been initiated within this time limit. The provisions of Point 9.3 remain unaffected.

10. Assignment to a third party

The Contractual Partner is not authorised to sublet or in any other way assign usage of the advertising media to a third party without the express written agreement of FHG.

11. Period of contract

- 11.1. The contract is concluded for the contractually agreed period. In the absence of a specific fixed term agreement between the parties, the contract is concluded for an initial period of 12 months.
- 11.2. Subject to any agreement that expressly varies with this provision, the contract can be terminated with a notice period of three months given to expire at the end of the period named

in Point 11.1. The period of contract shall be automatically extended for a further year unless terminated in accordance with the required notice period. Notice of termination must be issued in writing.

- 11.3. Except where an expressly variant agreement is in force, the contract shall end automatically with the expiry of the period agreed in accordance with Point 11.1 or stipulated in the contract, without need for notice of termination to be issued by either party.
- 11.4. Die FHG is entitled to terminate the contract with a period of notice of 2 weeks, either completely or in part with relation to individual advertising media, where this is absolutely necessary for construction, traffic-related or other important causes. An important cause shall also be determined to exist when FHG, on objectively reasonable grounds, wishes to assign usage of one or more advertising media to a different airport-specific purpose and the fulfilment of the company's core function as airport operator depends on the removal of the advertising media in question. Should the contract only be partially terminated with relation to individual advertising media, the parties shall endeavour to replace the terminated media with equivalent alternative advertising media as soon as possible, whereby the costs of deinstallation, transport and installation of the advertising materials at the replacement advertising media shall be borne by FHG. Fees paid in advance shall be refunded by FHG in proportion to the differential period between the agreed end of the contract and the early termination of the contract, except where substitution with equivalent advertising media takes place. The Contractual Partner is not entitled to any further claims against FHG arising from early termination.

11.5. This does not affect the right to extraordinary termination without notice for due cause.

11.6. In particular, FHG is entitled to terminate the contract without notice: if the Contractual Partner should remain in arrears with the payment of at least one month's fees for more than one month despite the issuance of an overdue notice; or if the advertising is not carried out as stipulated in the contract; or if changes to the advertising are later implemented without FHG's agreement.

11.7. Furthermore, FHG is entitled to terminate this contract without notice within the framework of §109 Para. 2, §112 and §119 of the German Insolvency Code ("Insolvenzordnung") when insolvency proceedings are initiated with relation to the assets of the Contractual Partner or when the courts refuse to initiate insolvency proceedings due to insufficient assets. This shall also apply if the Contractual Partner has applied for the initiation of insolvency proceedings and ceased making payments.

11.8. FHG is also entitled to terminate the contract without notice if the Contractual Partner should be deprived of any legally mandated operating permit (e.g. in accordance with §35 of the Trade Regulations / "Gewerbeordnung").

11.9. Furthermore, FHG is entitled to terminate this contract without notice if the Contractual Partner violates the provisions of Point 4.5 (interference with building facilities, etc.), in particular by carrying out or commissioning construction work on the building facilities listed there, without the permission of FHG.

11.10. The Contractual Partner is liable to compensate for losses arising from early termination of the contractual relationship

where such early termination results from a cause for which the Contractual Partner is responsible.

11.11. Notice of termination must be issued in writing.

12. Requirements for advertising material, Rights of third parties, Right of use

12.1. The Contractual Partner warrants that contents, motives and advertising materials used by the Contractual Partner (including advertising material produced for the Contractual Partner by FHG) are not subject to the rights of third parties (e.g. copyright, licensing provisions, patents, or other protective rights) in such a way as to preclude their usage in line with this contract; and further, that these comply with legal and contractual requirements. Furthermore, the Contractual Partner warrants that the advertising material shall only be used for the advertising purposes of the Contractual Partner or, if the Contractual Partner is an agency acting on behalf of an advertising customer, for the advertising purposes of the advertising customer named in the contract. Advertising material must fulfil the legal and regulatory requirements applicable in Germany and in particular other requirements applicable at Hamburg Airport, such as, for example, fire protection regulations and constraints, along with the [Airport Usage Regulations](#), including the other regulations referred to therein. The Contractual Partner shall also inform all staff and assistants and representatives of these regulatory requirements. The Contractual Partner is bound by the Airport Usage Regulations, including adapted and updated versions of said regulations when these more specifically define the Contractual Partner's existing obligations or when these regulations are adjusted on the basis

of reasonable discretion to reflect changes in public law requirements in accordance with §315ff. of the German Civil Code (“Bürgerliches Gesetzbuch” or “BGB”). The rights of the Contractual Partner arising out of §315ff. of BGB, in particular in the case of obviously inequitable adjustments to these regulations, remain unaffected. The content of advertising programs must not contradict the aims and responsibilities of the airport. Advertising materials – and, in the case of production by FHG, the templates and designs for advertising materials – are to be issued to FHG in good time and no later than 20 days before production of the advertising materials begins (even where the materials are being provided by the Contractual Partner) to allow time for approval in terms of design and operative airport concerns. Approval shall be granted by FHG within 10 weekdays; approval may not be refused without objective cause. FHG is, however, not mandated to assess the content of advertising for potential legal infringement; specifically, FHG’s approval does not include or represent a confirmation that the advertisement has been checked for legal infringement or is free of legal infringement. Upon becoming aware of an obvious violation of legal provisions in an advertising program, FHG shall notify the Contractual Partner of this without delay. Where appropriate, FHG is entitled – but not obliged – to reject advertising materials and/or refuse their production, and to remove advertising materials at the cost of the Contractual Partner, when said materials do not fulfil the provisions of this paragraph and/or when required to do so by the Hamburg Airport Group on the basis of the provisions of these Terms and Conditions.

Where the advertising material is produced by the Contractual Partner, the advertising material to be used for the advertising media, in particular the design, is subject to FHG’s written approval. For this purpose, FHG shall be issued with a scale drawing of the planned advertising materials, including speci-

fication of the type, colour, design, substances and technical implementation (hereinafter “Design Draft”). FHG’s approval shall be granted by countersigning the Design Draft. FHG is entitled to refuse its approval with due cause. Due cause shall be deemed to exist, in particular, when the advertisement violates standards of public decency or FHG’s direct commercial interests, when the design or the product being advertised is socially or legally deprecated, or when the design or the product being advertised glorifies violence. Advertising of any sort for political parties and any form of political or religious organisation is prohibited.

12.2. The Contractual Partner hereby indemnifies FHG for any and all liability in the event that a third party files a claim against FHG for possible legal infringement arising from the content and designs used by the Contractual Partner or from the advertising materials; further, the Contractual Partner shall reimburse FHG for any costs incurred as a result of said possible legal infringement. This obligation to indemnify also includes the obligation to indemnify FHG completely from all legal defence costs (e.g. court fees and lawyer’s fees). The parties shall inform one another without delay and in writing of any claims filed against either party for such possible legal infringements. This indemnification shall not apply in the case of a claim lodged by a third party on the basis of the use of the advertising material by FHG itself or by a third party as a result of the utilisation of the advertising materials in accordance with the provisions of Point 3.2 and Point 7.

12.3. The FHG is entitled to use photographs, extracts and artistically distorted motifs from advertisements for publication purposes, in particular for advertising, marketing, corporate communications and image-building. To this extent and for this purpose, and for all advertising materials covered by

these contractual conditions, the contractual partner assigns all copyrights, usage and ancillary copyrights of all parties involved in the production of the advertising materials to FHG. The advertiser guarantees to inform all third parties involved in the production of the advertising material and to acquire their consent. In the event that, despite this guarantee, the rights of third parties are violated, the Advertiser indemnifies FHG from all third party claims in accordance with Point 12.2 of these conditions.

- 12.4. If the usage of designs after the termination of this contract is not permitted, the Contractual Partner must notify FHG of this in writing no later than 14 weekdays after termination of the contract.

13. Other events, Promotional activities

FHG issues regulations and instructions for the conduct of promotional activities. Promotional activities may only be carried out on the basis of the regulations and instructions in force at the time of the conclusion of the contract; said regulations and instructions are thereby a component of this contract.

14. Commission

An agent's commission for negotiation or for the conclusion of a contract is only acceptable on the basis of express written agreement. Such agent's commissions shall fall due at the agreed rate only after the agreed contractual fee has been paid. In the case of early termination of the contract or of the contract only being partially fulfilled, the agent's commission

shall be reduced in proportion with the reduction in the period and/or revenue generated; this reduction is to be refunded to FHG by the Contractual Partner, except where the contract was effectively terminated without notice by the Contractual Partner for due cause that was the responsibility of FHG.

15. Confidentiality, Commercial data

- 15.1. Each party to the contract is required to treat all information marked as confidential and all information belonging to or originating with the other contracting party, which is thereby in itself confidential, ("confidential information") in strict confidence and to abstain from making copies of confidential information and from making such information accessible to a third party, except where this is essential to the fulfilment of obligations arising from this contract. This obligation does not apply to information which is publicly accessible or to information already legally acquired by the contracting party prior to this contract; furthermore, this obligation does not apply when a legal provision or a court or statutory order mandates disclosure by the disclosing contracting party. Should the Contractual Partner be an agency, the agency's advertising customer shall not be considered a third party with regard to confidential information. The confidentiality obligations above shall apply without time limit and indefinitely beyond the period of this contract; these obligations must be imposed expressly and in writing on third parties, in particular on employees, who are granted access to confidential information.

- 15.2. FHG and the Contractual Partner remain the owners of their respective commercial documents and of existing and future intellectual property rights and other protective rights over such documents (in particular patent rights, design rights, us-

age rights, trade mark rights, etc.). Legal ownership specifically includes all know-how, expertise, resource and development reports, suggestions, ideas, drafts, designs, samples, models, concepts, etc.

16. Data protection

16.1. Within the framework of the business relationship established on the basis of this contract, the contractual partner delivers to FHG, from the contractual partner's business operations, personal data in the sense of Art. 4 No. 1 of the General Data Protection Regulation (GDPR). In particular, this may include the following data of employees or other representatives, officers or personnel: given and family names, date of birth, work email address, work telephone number, personnel number, position in company, date and time of work carried out. FHG collects and processes such data, to the extent that it is in FHG's legitimate interest to do so in order to complete the business transactions for the purpose of fulfilling the contractual relationship and in order to be able to pursue any legal claims which may arise within the statutory period of limitations (legal basis: GDPR Art. 6, No. 1f). The contractual partner furthermore assures that this data processing is necessary for the fulfilment of a contract to which the affected person is a party, namely, a contract between the contractual partner and its employees (legal basis: GDPR Art. 6 No. 1b; Art. 26 of Federal Data Protection Act (BDSG)). Additionally, FHG processes the data concerned to the extent that this is necessary for the fulfilment of a legal obligation to which FHG is subject, for example a legal obligation or duty towards public authorities (GDPR Art. 6 No. 1c). Should FHG process the data for

other purposes, it shall do so in line with the provisions of GDPR Art. 6 No. 4 and shall inform the tenant accordingly.

On this basis, the contractual partner is contractually obliged to communicate to those persons whose personal data is transferred in the course of this business relationship, and to those persons who, as part of their contracted employment activity, transfer such data to FHG, the information necessary for transparent processing of data pursuant to GDPR Art. 12ff, and to ensure that the transferral of data to FHG is legally compliant and that the processing of data by FHG, as described in the previous paragraph, is permissible.

In view of the joint responsibility, shared by the contractual partner and FHG according to GDPR Art. 26 as a result of the transferral of data, it is also a contractual obligation of the contractual partner to safeguard the rights of the affected persons with relation to such data processing within the business relationship, to serve as a contact point for the rights of affected persons, and to communicate the above to the affected persons. In individual cases, where necessary and when requested in writing, FHG shall support the contractual partner to the extent that it is able to do so in the safeguarding of rights of the affected persons; specifically, where affected persons have enforced their rights against the contractual partner, FHG shall also implement this within its data processing systems and notify the contractual partner accordingly. The FHG Data Protection Officer [datenschutz@ham.airport.de] and/or the contact persons in the respective departments are available as contact persons for this purpose and for other information related to data processing. If, as a result of the enforcement of such rights of affected persons, it is no longer commercially reasonable for FHG to maintain an existing contractual relationship with the contractual partner, FHG shall have a right of extraordinary termination of the contractual relationship in question; this shall apply, in particular, in cases

where adjustment to the bookkeeping processes and/or financial reporting of FHG would otherwise be necessary. In such cases, the contractual partner shall not be entitled to compensation for loss, damages or expenses.

or habitual place of abode is unknown at the time of initiating proceedings or lodging a suit. FHG is entitled to initiate legal proceedings in the legally determined jurisdiction.

17. Final provisions

17.1. Other than the assignment of financial claims in accordance with the provisions of §354a of the German Commercial Code ("Handelsgesetzbuch" or "HGB"), the Contractual Partner must not assign or relinquish either individual rights from this contract or the contract as a whole to a third party without the express written agreement of FHG.

17.2. The failure to make use of a right or entitlement granted by this contract shall not constitute waiver of the right in question except and unless such waiver is expressly communicated in writing by the entitled party to the other contracting party.

17.3. The place of fulfilment is the corporate headquarters of FHG. If the Contractual Partner is a merchant in the sense of the German Commercial Code ("Handelsgesetzbuch" or "HGB"), a legal entity under public law, or a special public law fund, it is hereby agreed that the corporate headquarters of FHG serve as the exclusive competent jurisdiction for all disputes arising directly or indirectly from the contractual relationship (including disputes relating to documentation, checks, and bills of exchange). This shall also apply to judicial enforcement proceedings and to persons with no general competent jurisdiction within Germany, and for persons who, after the conclusion of this contract, relocate their residence or habitual place of abode outside Germany, and for persons whose residence

17.4. This contract is subject to the laws of the Federal Republic of Germany, to the exclusion of the regulations of international civil law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

17.5. These Terms and Conditions are issued in both German and English; the German version, however, is exclusively valid and binding in law.

17.6. Verbal supplementary agreements have no validity. Variant or supplementary conditions shall only be valid when agreed in writing and expressly identified as an amendment or addition to this contract; this shall also apply to amendments to this clause.

17.7. Should any provision or provisions of these Terms and Conditions prove ineffectual or invalid, this shall not in any way impede the effectiveness or validity of the remaining provisions.