

uze! Mobility U.S. Inc.

GENERAL TERMS AND CONDITIONS FOR UZE ADS

Status: 2023 | Version: 1.1

1. Scope and subject matter of the contract; deviating terms and conditions of customers

- 1.1 These General Terms and Conditions of Business for UZE-Ads (hereinafter referred to as "**GTC**") shall apply to the legal and business relationship between entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law (hereinafter referred to individually as "**Customer**" and jointly as "**Customers**") at uze! Mobility GmbH (hereinafter referred to as "**UZE**") in connection with the booking and execution of (electronic/digital) advertising (in particular the broadcasting or display of advertising motifs) on electronic/digital media on motor vehicles and other means of transport (collectively referred to as "**vehicles**") as part of the digital out-of-home media ecosystem operated by UZE (hereinafter referred to as "**media system**"). The relevant advertising is broadcast or displayed using a complete solution developed by UZE for the display of (electronic/digital) advertising in real time (hereinafter referred to as "**UZE Ads**") within the media system.
- 1.2 These general terms and conditions apply exclusively in the relationship with the customer, unless otherwise expressly agreed. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and insofar as UZE has expressly agreed to their validity in text form. This shall also apply even if UZE has not expressly objected to the customer's general terms and conditions of business in full knowledge of them or if UZE carries out the services booked by the customer without reservation.
- 1.3 Individual agreements made in individual cases (including subsidiary agreements, additions and amendments to these GTC) between UZE and the client shall in all cases take precedence over the provisions of these GTC. The content of such agreements shall be governed by an agreement fixed in text form or confirmation of the agreements by UZE in text form.
- 1.4 These GTC shall also apply to future (individual) contracts between the customer and UZE with the subject matter of the contract described in more detail in this section 1 without UZE having to refer to these GTC again in each individual case; UZE shall inform the customer of any changes to these GTC within a reasonable period of time in advance.

2. Service description

- 2.1 In accordance with the other provisions of these GTCs, UZE offers customers the broadcasting or display of advertising within the framework of the Media System for a fee, provided that the following legal provisions apply permissible. The advertising will be displayed on vehicles within the media system, as long as the criteria specified in the booking (e.g. run on network or various targeting criteria such as location, postcode, temperature, weather or similar) for the advertising within the booking period are available at the booking location. The number of advertising plays actually displayed at the booking location within the booked period is determined and documented by means of block chain technology and announced to the customer. The parties agree that UZE has no influence on and is not responsible for the existence of the advertising requirements or the use of the vehicles. In particular, the number of advertising plays that can actually be achieved at the booking location during the booking period if the booking criteria are met depends on the respective display requirements and the usage behavior of the vehicle users; UZE has no influence on this. In this respect, UZE shall not be obliged to ensure that the advertising booked by the customer is actually played. The specific content and scope of the services specified in this section 2, in particular the time, duration and location of individual advertising measures, shall be governed by the agreements reached between the parties in each individual case. The same applies to the content and scope of special promotions.
- 2.2 Unless otherwise agreed in individual cases, the services offered by UZE do not include the conception of advertising campaigns or measures, nor advertising advice and/or design (of advertising materials). In particular, the drafting and design of image content for the advertising booked by the customer shall not be included in the scope of services offered by UZE unless otherwise agreed. For the avoidance of doubt, UZE does not owe any specific advertising success.
- 2.3 UZE's scope of services shall not include checking the legal admissibility and harmlessness of the advertising presentations and content provided by the customer unless expressly agreed otherwise or unless UZE has been commissioned to design the advertising measure and layout of the advertising material in individual cases.
- 2.4 Unless otherwise agreed, the customer shall book a contingent of advertising insertions, which can be called up within the respective contract period by booking advertising measures for a period to be determined in the respective booking period. Subject to a delay on the part of the customer, a booking period shall begin on the day on which the respective advertisement is broadcast or displayed, but no earlier than three (3) days after receipt of the booking request. The booking period ends with the expiry of the booked duration, at the latest, however, with the expiry of the agreed end date.
- 2.5 Display format and duration are subject to legal restrictions. UZE is therefore only obliged to broadcast or display advertising within the scope of what is legally permissible.

3. Conclusion of contract; booking and other correspondence

- 3.1 UZE may send the customer offers, cost estimates, booking confirmations and other contractual documents in text form, in particular also as an electronic document (e.g. in PDF format) by e-mail.
- 3.2 Any quotations and cost estimates prepared by UZE are subject to change without notice.
- 3.3 If the customer recognizes errors in the offer, cost estimate or booking confirmation or if he/she discovers that data has been transmitted incorrectly, he/she shall notify UZE of this immediately after becoming aware of it. The customer shall notify UZE of any obvious errors (e.g. calculation errors) and incompleteness for the purpose of correction or completion upon becoming aware of them before the contract is concluded.
- 3.4 The parties may submit contractual declarations, in particular booking requests and confirmations in text form (e.g. by e-mail or fax). If the customer makes a booking inquiry, it must contain at least the following information:
- Company/business name of the customer;
 - Contact details;
 - Contact person;
 - Designation of the product or (service) performance to be advertised;
 - Number of ad impressions (playouts) or amount of advertising budget;
 - Posting period (start and end date);
 - Booking criteria (RoN, targeting);
 - Place and area where the advertisement is to be broadcast or displayed.

A contract for the services listed in point 1 shall come into existence when UZE declares acceptance of an order placed by the customer in text form.

- 3.5 Where the consent or approval of a third party (including e.g. authorities, UZE's location partner) is required for the implementation of individual advertising measures or campaigns, the contract shall be concluded subject to the condition precedent that the necessary consent(s) or approval(s) is/are granted.
- 3.6 UZE expressly reserves the right to reject booking requests or other orders in whole or in part in the event of a breach of the requirements set out in clause 5.
- 3.7 The provisions of this clause 3 shall apply accordingly to the customer's requests for changes.

4. (Cooperation) duties of the customer; rights to the data provided by the customer

- 4.1 Subject to any agreements to the contrary in individual cases, the customer shall be obliged to provide UZE with the data required for UZE to provide the contractual services (e.g. image content in the file formats supported by UZE) free of charge in good time before the start of the respective booking period. The customer is also obliged to ensure that the data provided by the customer meets the requirements of item 5. In fulfillment of the above obligations the customer must provide UZE in particular with files required for the execution of the advertising campaign at least three (3) days before the agreed start of the booking period unless otherwise agreed in individual cases. The data shall be sent to the contact person provided by UZE; the customer shall be provided with the contact details at the latest after conclusion of the contract. Alternatively, the customer may also send UZE a data carrier containing the necessary data at its own expense; this shall be transferred to UZE unless expressly agreed otherwise.
- 4.2 The customer must have all necessary rights, in particular copyrights, design rights, trademark and name rights or corresponding license/user rights, to the representations and contents of the advertising (e.g. logos, trademarks, texts, images). The regulations of number 0 remain unaffected.
- 4.3 The customer shall grant UZE the right until revoked in text form to use the image/motion picture content provided as advertising material as a sample and/or for its own advertising purposes to advertise the services within the meaning of these GTC and for the purpose of corporate communication in online/offline media (in particular social networks) free of charge and to use it in a web-based database.

5. Requirements for materials provided by the customer; UZE has the right to refuse

- 5.1 The UZE data provided by the client and the content and presentation of the advertising may not infringe the rights of third parties (e.g. copyright, design, trademark, name or personal rights) and may not violate statutory provisions. In particular, the customer must observe and comply with the applicable provisions of competition law.
- 5.2 The UZE data provided by the client may not be in breach of morality or violate legal or official regulations, contain representations or contents that are harmful to minors, pornographic, xenophobic, racist, glorify violence, politically or religiously extreme or insulting
- 5.3 The image data to be provided by the customer must be transmitted in one of the following file formats:
- .jpeg;
 - .png;
 - .bmp.

Image files must have a minimum resolution of 1,920 x 1,080 pixels. Other file formats are not supported.

- 5.4 UZE reserves the right to refuse the order or its execution as long as and to the extent that the data provided to UZE by the client or an advertisement requested by the client does not meet the requirements set out in this clause 5. This applies in particular in the event of an infringement of the rights of third parties or statutory provisions. The right to terminate the contract for good cause shall remain unaffected.

6. Default of acceptance; acceptance

- 6.1 The legal regulations apply to the occurrence and legal consequences of default of acceptance by the customer. If the customer is in default of acceptance, fails to cooperate or if delivery is delayed for other reasons for which the customer is responsible, UZE shall in particular be entitled to demand compensation for the resulting damage including additional expenses.
- 6.2 Insofar as acceptance is prescribed or agreed by law, the customer shall, subject to any deviating agreements in individual cases, immediately accept a contractual service provided by UZE. In all other respects the statutory provisions shall apply; the provisions of the law on contracts for work and services shall apply accordingly to any contractually agreed acceptance.

7. Prices; billing and payment modalities

- 7.1 Unless otherwise agreed in individual cases, UZE's services shall be subject to the list prices according to the service overview and price list (hereinafter referred to as "**price list**") valid at the time of the respective booking. The currently valid price list shall be provided to the customer in text form.
- 7.2 All prices quoted by UZE are exclusive of statutory value added tax.
- 7.3 Fees for the contractual services are due within fourteen (14) days from receipt of a proper invoice without deduction for payment to the bank account named in the respective invoice, unless otherwise agreed.
- 7.4 UZE can also send invoices electronically to an e-mail address specified by the customer, which must be kept up to date (e.g. in PDF format).
- 7.5 UZE reserves the right to assert a claim against the customer for commercial interest on the commercial due date (§ 353 HGB) if the customer is a merchant as defined by the HGB.

- 7.6 If it becomes apparent after the conclusion of the contract that UZE's claim for payment is jeopardized by the customer's inability to pay (e.g. due to an application for the opening of insolvency proceedings on the customer's assets), UZE shall be entitled to claim payment in accordance with the statutory regulations on refusal of performance and (if necessary after setting a deadline, if necessary) entitled to withdraw from the contract (§§ 321, 323 BGB).
- 7.7 The customer shall only be obliged to pay for those advertisements in which the customer's advertisements were actually displayed during the booking period if the booking criteria within the booking location are met; any remaining quota of advertisements shall be carried over to the following month or, if this is not possible, shall not be invoiced.

8. Assignment of receivables subject to a condition precedent

8. In the event that the customer has commissioned UZE with services within the meaning of these GTC and has in turn been commissioned for this purpose by a company (hereinafter referred to as "**end customer**"), the customer shall assign to UZE in the amount of the contractually agreed remuneration for UZE's services the existing and future, conditional and unconditional claims for remuneration against the end customer arising from the legal relationship underlying the commissioning of services within the meaning of these GTC (hereinafter referred to as "**assigned claims**") in order to secure UZE's payment claims. UZE accepts the assignment.
- 8.2 The customer shall be entitled to collect the assigned claims even after the condition precedent has been fulfilled in the course of normal business operations as long as UZE has not previously revoked this authorization. This shall not affect UZE's right to collect the assigned claims itself after the condition precedent has been met. At UZE's request and after the condition precedent has been fulfilled, the customer shall be obliged to provide UZE with all documents and information on the assigned claims necessary for the collection of the assigned claims.
8. In the event of the assigned claims being seized, the customer shall be obliged to inform UZE of this without delay and to send UZE a copy of the order of seizure and transfer as well as all other documents required for an objection to the seizure and to immediately inform the seizure creditor in writing of the assignment of the claims to UZE.

9. Granting of rights of use

- 9.1 The customer shall grant UZE a non-exclusive, geographically unlimited right to use the data and the (image) content of the advertising transmitted to UZE by the customer including the property rights (e.g. trademarks, designs, domains) contained therein for the duration of the contract term insofar as this is necessary for the contractually pursued purpose. Insofar as UZE uses the assistance of third parties to provide the contractually agreed services, UZE shall be entitled to grant rights of use to such third parties to the aforementioned extent insofar as this is necessary to implement the contract. In other respects the right of use granted under this clause might neither be transferred nor sublicensed by UZE.
- 9.2 UZE is entitled but not obliged to take (moving) photographs of the vehicles on which the client's advertising is visible. UZE shall be entitled but not obliged to use such recordings for its own purposes in the field of corporate communications (PR / IR), marketing and sales (e.g. in reports on the UZE website or in UZE brochures, for UZE advertising in online/offline media, e.g. social networks, as well as in the context of customer discussions). The customer hereby agrees to this and to its use as a reference for the above-mentioned purposes.

10. No prohibition of competition

For the avoidance of doubt, UZE is not subject to any non-competition clause; rather, UZE may also provide services for the client's competitors within the meaning of these GTC unless expressly agreed otherwise in individual cases.

11. Indemnity obligation of the customer

- 11.1 The client shall indemnify and hold UZE harmless in respect of any damage, liability as well as costs and expenses (including reasonable lawyers' fees and expenses) resulting from the fact that the data provided to UZE by the client violates the requirements set out in section 5, in particular violates the rights of third parties, unless such damage, liability as well as costs and expenses are caused by UZE's culpable action or omission. This shall not apply if the customer is not responsible for the breach of duty.
- 11.2 If UZE can claim or claims exemption under this clause 0, the following principles shall apply:
1. UZE shall notify the customer in writing immediately after becoming aware of any claims asserted by third parties which could trigger an obligation to indemnify under this clause 0 (e.g. threatened, announced or ongoing court or administrative proceedings) (hereinafter referred to as "**legal dispute**"), stating the subject matter.

The customer must notify UZE within seven (7) within two working days of receipt of such notification, the applicant shall inform the Commission in writing whether or not he will assume responsibility for the defense at his own expense. In this case, UZE shall provide the customer with copies of all documents (e.g. legal letters, statements of claim, official or court letters and orders) as well as all other materials, information and appropriate support necessary for the defense in relation to the legal dispute.

2. The customer is entitled to carry out checks himself or through advisors, in his own name on the basis of an authorization and at his own expense, and to send them to participate in negotiations and assert claims in connection with the legal dispute.
3. UZE will cooperate with the customer at the customer's expense in defending itself in legal disputes.
4. In the event that the client is prevented or refuses to take over the leadership of the defense in a legal dispute, UZE shall be entitled to take over the leadership of the defense, provided however that (i) the client, if requested, is involved in the defense (in particular in legal proceedings) at its own expense and (ii) UZE shall not agree to any settlement without the prior written consent of the client, whereby this consent may not be unreasonably withheld.

12. Liability of UZE

- 12.1 In principle, UZE shall be liable in accordance with the statutory provisions unless the following provisions deviate from this. Subject to the other provisions of this figure 12, UZE shall only be liable if and insofar as UZE, its legal representatives, senior executives, employees or other vicarious agents are guilty of intent or gross negligence. However, in the event of debtor default on the part of UZE or the impossibility of performance for which UZE is responsible as well as in the event of a breach of material contractual obligations (so-called cardinal obligations), UZE shall be liable for any culpable conduct on the part of its own or its legal representatives, executives, employees or other vicarious agents. Material contractual obligations are abstractly defined as those obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may regularly rely.
- 12.2 Except in the case of intent or gross negligence on the part of UZE, its legal representatives, senior executives, employees or other vicarious agents, UZE's liability shall be limited to the amount of damage typically foreseeable at the time of the conclusion of the contract.

12.3 The exclusions and limitations of liability regulated in Clauses 12.1 and 12.2 shall not apply in the case of the assumption of express guarantees or a procurement risk, in the case of claims due to the lack of warranted characteristics and for damages resulting from injury to life, body or health as well as in the case of mandatory statutory regulations. In the event of debtor default on the part of UZE, the limitations of liability set out in figure 12.2 shall not apply to claims for interest on arrears, for the lump-sum compensation for default in accordance with § 288 para. 5 of the German Civil Code (BGB) or for compensation for damages caused by default, which are based on legal costs.

12.4 Liability under the Product Liability Act remains unaffected.

13. Termination; Cancellation

13.1 The right of the parties to terminate the contract shall be governed by the statutory provisions, unless otherwise agreed. Deviating from this, the customer's free right of termination (in particular according to § 649 BGB) is excluded.

13.2 The right to terminate for good cause remains unaffected.

13.3 Any termination requires the text form.

13.4 UZE shall be entitled to terminate the legal relationship with the customer and/or to cancel individual orders/bookings made by the customer if the contractual relationship existing between UZE and a third party regarding the provision of vehicles ends before the beginning or within the duration of the booking period agreed with the customer - irrespective of the legal grounds - or if the use of the vehicles or the broadcasting or display of the customer's advertising is prohibited by a competent authority or becomes illegal due to changes in the legal situation (including changes in the administrative opinion or changes in the law). Otherwise UZE shall be entitled to cancel bookings if the advertising does not meet the requirements set out in point 5. In the event of cancellation, the customer shall be reimbursed for any overpayments.

14. Final provisions

14.1 The contracts concluded on the basis of these General Terms and Conditions shall be governed exclusively by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

14.2 The place of jurisdiction for all disputes arising from or in connection with the contracts concluded between UZE and the customer in accordance with these GTC shall be Aachen, Germany, insofar as legally permissible.

- 14.3 The client shall only be entitled to rights of set-off or retention to the extent that its respective claim is ready for decision, undisputed, recognized in writing by UZE or legally established; this restriction shall not apply to synallagmatic, i.e. mutually dependent claims. Any warranty claims of the customer shall remain unaffected.
- 14.4 Any communication or other declaration in connection with the business relationship between UZE and the client must be made in text form (e.g. letter, e-mail or fax) unless otherwise expressly regulated in these GTC or agreed in individual cases.
- 14.5 The client shall provide UZE with a current e-mail address where he can receive electronically transmitted offers, order confirmations, invoices and other messages, information and documents in business dealings with UZE. During the ongoing business relationship with UZE the customer shall ensure that it is possible for the customer to receive e-mails; in particular the customer shall inform UZE immediately in text form of any changes to the e-mail address.
- 14.6 If a provision of these GTC should be or become invalid or unenforceable in whole or in part for reasons other than those stated in §§ 305-310 BGB, the validity of the remaining provisions of these GTC shall remain unaffected by this, unless, taking into account the following provision, the execution of the contract represents an unreasonable hardship for one party. § 306 BGB remains unaffected. In place of the invalid or unenforceable provision, the parties undertake to agree on a valid and enforceable provision, which comes as close as possible to the economic purpose of the invalid or unenforceable provision. The same applies to the supplementary interpretation of the contract or any existing loopholes in the contract.