

## General Business Terms for the Product Address delivery

The present General Business Terms (hereinafter "GBT") are being concluded between eGENTIC GmbH, Am Unisys-Park 1, 65843 Sulzbach/Ts., Germany (hereinafter "eGENTIC") and the company using the services of eGENTIC (hereinafter "Contractual Partner"), individually as "Party", collectively as "Parties".

### Preamble

toleadoo GmbH (hereinafter "toleadoo") and Naturvel Pte. Limited (hereinafter "Naturvel") generate customised consumer data via Internet campaigns such as surveys and contests. Upon registration for the respective campaign, a user will normally provide his advertising consent in favour of the sponsors named and published in the registration process as well as of the respective organiser.

toleadoo and Naturvel are the owners and administrators of databases in which personal data of the respective users who gave their advertising consent are stored. eGENTIC is authorised by toleadoo and Naturvel, both 100% subsidiaries/sub-subsidiaries of eGENTIC, to market generated data in their own name. Moreover, the authorisations also comprise the issue and conclusion of the present GBT.

Data generation and data handling will be subject to the consideration and application of relevant data protection law provisions. Moreover, there is an agreement on contract processing pursuant to Art. 28 EU General Data Protection Regulation (GDPR) between eGENTIC and toleadoo/ Naturvel according to which eGENTIC i.a. has the explicit right to market and transfer data for the purpose of direct marketing.

eGENTIC reserves the right to hire other companies (hereinafter "Lead Generators") instead of or in addition to toleadoo and/or Naturvel which can also be 100% subsidiaries or sub-subsidiaries of eGENTIC or a third party, including generation of leads through telephone surveys. The third party Lead Generator is the responsible for the collection and storage of the data. In case of hiring a Lead Generator, eGENTIC will inform the contractual partner of this in writing in good time before transfer of the data generated by a lead generator. As in all cases governed by the present contract, an e-mail to the customary communication partner will be sufficient for compliance with the writing requirement. The contractual partner will be deemed to have given his consent where he fails to object in writing to the hiring of the lead generator within seven (7) working days as from notification by eGENTIC. The following

terms will apply to the lead generator where they concern toleadoo and/or Naturvel.

In consideration thereof, the parties agree to the following:

### 1. Framework Contract and Scope of Performance

The present GBT cover the purchase of generated datasets from eGENTIC by the contractual partner. The product, the module, the specifications, the volume, the target market, the remuneration model as well as potential campaign periods and minimum acceptance quotas will be agreed on between the parties in an individual order/insertion order to be concluded between the parties (hereinafter "IO").

### 2. Explanation of the Products

The contractual partner hereby confirms that he knows the different products he wants to order and has received information on them.

The contractual partner is aware that he is to select the product Address delivery if toleadoo, Naturvel or Lead Generators are to generate customized datasets with advertising consent via diverse Internet campaigns or telephone surveys.

**2.1** Within the framework of the product Address delivery the contractual partner can choose among the modules Sponsoring, Telemarketing, Co-Registration, Product Order and Lifestyle.

**2.2** Within this module, the contractual partner may purchase the datasets for e-mail, telephone, SMS and/or postal advertising.

**2.3** Use of the datasets may be by the contractual partner in his own name (hereinafter "Address delivery Option 1"), by the Contractual partner on behalf of a third party (hereinafter "Client") (hereinafter "Address delivery Option 2") or by the clients of the contractual partner after transfer to the client in accordance with the order/direct delivery to the latter (hereinafter "Address delivery Option 3").

**2.4** The contractual partner may also choose among the following opt-in variants:

**2.4.1** Addresses for which the user has not (yet) actively confirmed the receipt of the electronic confirmation communication sent to him to a channel opened within the framework of registration after provision of his advertising consent (hereinafter "Single Opt-In" or "SOI").

**2.4.2** Addresses for which the user has not (yet) actively confirmed receipt of the electronic communication sent to him within the framework of a channel opened within the scope of registration which was not returned as undeliverable (hereinafter

"Confirmed Opt-In" or "COI") after provision of his advertising consent;

**2.4.3** Addresses for which the user has actively confirmed receipt of the electronic confirmation communication to a channel opened within the framework of registration which was not returned as undeliverable (hereinafter "Double Opt-In" or "DOI") after provision of his advertising consent.

**2.5** eGENTIC advises that toleadoo, Naturvel and Lead Generators may change the advertising consent at their discretion at any time on legal or factual grounds from the contentual and/or graphic aspect.

### 3. Terms for the Product Address Delivery

#### 3.1 Relationship contractual partner to client/data use

The contractual partner is aware that he selects the Address delivery Option 1 if he wants to act as the sender of the advertisement himself, resp. as user of the data sets. In this case the contractual partner will be listed as a sponsor on the list of sponsors. The contractual partner will contact the user in his own name or have the user contacted in his own name.

Upon selection of Address delivery Option 2, the contractual partner acts as the sender of the advertisement/resp. user of the contact data. Products of the client of the contractual partner are advertised by the contractual partner. In this case the client of the contractual partner must be listed as a sponsor in the list of sponsors. The contractual partner contacts the user on behalf of his client.

The contractual partner is further aware that he must choose Address delivery Variant 3 if the client wants to act as the sender of the advertisement himself/resp. user of the contact data. The contractual partner merely acts as an intermediary. In this case the client of the contractual partner must be listed as a sponsor on the list of sponsors. The client contacts the user in his own name or has the user contacted in his own name.

#### 3.2 Authorization for use

**3.2.1** The datasets are being provided for use in the advertising form marked on the IO (e-mail, telephone, postal and/or SMS). The datasets can only be used within 30 days from the receipt. The contractual partner shall guarantee that the user will only be contacted after a Telephone Preference Service (TPS) screening.

**3.2.2** Depending on the agreement in the IO regarding module and use, the contractual

partner may use the datasets either to advertise his own products or for advertising products of a customer specified by name or also, after transfer of the datasets from toleadoo / Naturvel / Lead Generator to the client - have them used by the client. Data use that has not been agreed on is not permitted. Neither is it permitted to transfer the data to a third party who is not authorised for use according to the present agreement.

**3.2.3** In the case of agreed e-mail advertising (agreed on in the corresponding IO) use of a dataset may only take place twice a week.

**3.2.4** When providing a dataset for telephone advertising and/or SMS advertising, only a one-off simple contact with the respective address is permitted. Contact is already deemed to have been successful when a physical person was (merely) reached.

### 3.3 eGENTIC's duties

**3.3.1** eGENTIC will ensure that the contractual partner or his client are included as contest/campaign sponsors on the contest pages of toleadoo and Naturvel in accordance with the selected module or mode of use where this is necessary for performance of the contract.

**3.3.2** eGENTIC will only transfer datasets to the contractual partner or his client who have specified the contractual partner or his client as contest/campaign sponsors within the scope of registration.

**3.3.3** eGENTIC will only transfer the datasets for which consent is still valid at the time of transfer and has not been extinguished in the meantime, i.e. through revocation or objection

### 3.4 Duties of the contractual partner in the case of Address delivery Option 1 and Address delivery Option 2

**3.4.1** The contractual partner is prohibited from writing sender identification on the data sets received which is directly in connection with the companies' eGENTIC and/or toleadoo and/or Naturvel in the case of e-mail and/or SMS advertising.

Moreover, the contractual partner is prohibited from creating the impression in any telephone advertising and/or postal advertising that the telephone advertising and/or postal advertising was initiated by eGENTIC and/or toleadoo and/or Naturvel or that eGENTIC and/or toleadoo and/or Naturvel are involved in any way to the extent that the contractual partner/his client were named on the list of sponsors or a separate opt-in was obtained within the scope of a co-registration or lifestyle order.

**3.4.2** Should the contractual partner and/or client be requested - after a preceding lead delivery - to provide proof of an opt-in or to specify the source of the dataset, reference may only be made in this case to the responsible company generating the individual data set i.e. either toleadoo, Naturvel or Lead Generator.

**3.4.3** The contractual partner will ensure that the advertising used by him, the goods and/or services advertised by him comply with the law and do not infringe any third-party rights. He guarantees that he will not use any advertising copy or media and/or advertise goods and/or services which contain any type of illegal content, material and/or information and/or are illegal (e.g. obscene, pornographic, glorify violence, insulting, harassing and/or defamatory) and/or for which the sale of the advertised item is illegal in the respective market/country (e.g. illegal gambling) and/or for which sales restrictions apply which would be infringed in the case of the sending of e-mail advertising (e.g. prohibited to under 18s, advertising ban on gambling as per public treaty) and/or through which third-party rights, trademark and copyrights would be infringed.

**3.4.4** Where he has chosen Option 1, the contractual partner moreover declares that he consents to being included and listed as one of the contest/campaign sponsors. He may be listed in several places, i.e. through use of a company logo, name and/or logo lettering of the contractual partner. The contractual partner declares that he agrees that the company logo, company name and/or lettering in the contest may be used for the purposes of the contest and for reference purposes on eGENTIC's website and/or in the Lead Generator's surveys.

**3.4.5** In cases where the contractual partner wants to sell directly using the advertising products and/or services, in particular in the modules co-registration and product order, the contractual partner will be obligated to provide the necessary General Business Terms and data protection declarations where this is necessary for the sale. In this context the contractual partner guarantees that he will identify and offer all necessary information with regard to price, product, payment, maturity and termination as such.

**3.4.6** As soon as the contractual partner becomes aware, through corresponding information by eGENTIC, that the consumer has exerted one of his rights, in particular has revoked his consent, objected to processing of his rights or requested deletion of his data, the necessary measures are to be implemented by the party responsible within an adequate period of time. Where necessary the latter is to be informed by the contractual partner where the contractual partner is not the responsible party.

**3.4.7** The contractual partner will be obligated to inform eGENTIC in compliance with the data protection law provisions after contacting the consumer whether the latter was reached and whether he concluded a contract regarding the product(s)/service offered by him (hereinafter "**Feedback Loop**"). Where necessary, the contractual partner will provide eGENTIC with further information on the consumer; the detailed content of this information will be determined within the scope of the contract data processing concluded with the Feedback Loop.

**3.4.8** Beyond this, the contractual partner will be obligated in the case of selection of Address delivery Option 2, to agree in writing with the client that the client must declare his consent to use of his company logo, company name and/or logo lettering as well as for listing as contest/campaign sponsors.

### 3.5 Failures

**3.5.1** Should the parties find out that in the case of a data set there is the risk of abusive registration (e.g. unauthorized registration in the name of or under the name of a third party) and/or consent was revoked, objected to or a right was asserted in any other way by an entitled party, they will immediately inform each other where necessary by law. The respective dataset will then be blocked by both parties where necessary depending on the objective of the request- and no longer used.

**3.5.2** In the case of legal claims being asserted by a third party who queries a valid declaration of consent, the parties will immediately inform each other of the facts of the case and coordinate any further steps to be taken.

**3.5.3** The contractual partner is - in particular with regard to Item 3.4.3 of the present GBT - solely responsible for the content and form of the advertising disseminated with use of the advertising dataset. Should claims be made by a third party against eGENTIC and/or toleadoo and/or Naturvel on the basis of the content and/or form of the advertising the contractual partner will indemnify the company against whom claims are being made against all claims and assume the adequate costs of legal defence. Damage compensation claims going beyond this may be asserted.

**3.5.4** The contractual partner is - in particular with regard to 3.4.5 of the present GBT - solely responsible for the content, the documents (General Business Terms and Data Protection declaration) and the necessary information provided in connection with the modules co-registration and/or product order. Should claims be made against eGENTIC and/or

toleadoo and/or Naturvel by a third party due to the content of the documents and/or missing and/or wrong information provided in connection with the module co-registration and/or product order selected by the contractual partner, the contractual partner will indemnify the company against whom the claims are being made against any claims and will assume the adequate costs of legal defence. Further damage compensation claims may be asserted.

### 3.6 Duties of the contractual partner in the case of Address delivery Option 3

**3.6.1** Where Address delivery Option 3 was selected, i.e. in cases in which the contractual partner is acting as an agent, the contractual partner will be obligated to impose all relevant obligations under the present GBT also on his clients, in particular the provisions set out under 3.4.1 - 3.4.7 and 3.5.1 - 3.5.4.

**3.6.2** Moreover, where Address delivery Option 3 was selected the contractual partner will be obligated to agree in writing with the client in particular that the client declares his consent to use of his company logo, company name and/or logo lettering as well as to being listed as a contest/campaign sponsor.

**3.6.3** The contractual partner is obligated to assign the claims arising on the basis of the present GBT to eGENTIC upon the corresponding request.

**3.6.4** A contractual partner acting as an agent assigns the payment claims against his clients from the agreement which is the basis of the claim to eGENTIC, eGENTIC accepts this assignment (assignment for security). eGENTIC has the right to disclose these claims to the client of the agent and to assert them where the claim by eGENTIC against the contractual partner is not settled within the payment period agreed on in the corresponding IO.

### 3.7 Remuneration/Invoicing

**3.7.1** All datasets supplied will be remunerated.

**3.7.2** Invoicing will be carried out monthly. All prices quoted are net of any VAT.

**3.7.3** The individual payment deadline will be agreed on in the corresponding IO. Remuneration may be calculated according to the following methods:

**"Net basis"**: unless use by the client is agreed, the contractual partner will receive the datasets in the generation processed for comparison with his own database or his client's database (where permitted under data protection law). In the case of an agreement to use by the client, the client will receive the data for comparison with his own database. The contractual partner pays for new/net datasets, i.e. for such datasets

which are not in his database/in his client's database. In this context, a dataset is already to be classified as new/net where only the advertising channel (e-mail, telephone, postal or SMS) via which the consumer was to be contacted was not in the database of the contractual partner /that of the client (hereinafter **"net data set"**). Hence, a dataset is already to be regarded as a net dataset with regard to remuneration where except for the e-mail address all other parameters of the dataset are identical, but it is precisely via e-mail that the consumer is to be contacted. The same will apply to the advertising channels telephone, postal and SMS. The contractual partner is obliged to report the net datasets gained this way to eGENTIC. A minimum settlement quota of 90% of the leads provided for comparison will apply. Where the contractual partner or in the case of the contractually stipulated transfer to a client, the client, fail to send a report to eGENTIC two weeks after receipt of the data delivery, eGENTIC will have the right to settlement via a minimum settlement quota of 95% of the original order against the contractual partner as from this date.

**"MAQ"**: The parties can agree on a minimum acceptance quota regardless of the number of net data sets.

The corresponding settlement method and payment deadline will be agreed on in the IO after receipt of the invoice.

### 3.8 Data Protection

**3.8.1** Where Address delivery Option 1 is selected, the contractual partner will be obligated to conclude the supplementary agreement SET II Standard contractual clauses for the transfer of personal data from the Community to third countries (Commission Decision C(2004)5721) to the present GBT with eGENTIC in order to attain a data security level corresponding to the data protection of the European Union where data transfer is to a non-EU country for which there is no adequacy resolution by the European Commission as defined by Art. 45 GDPR.

**3.8.2** Where Address delivery Option 2 and Address delivery Option 3 have been selected, the contractual partner will act as a contract processor of the client. The contractual partner guarantees that all statutory requirements of contract processing and data transfer, including any necessary adequate guarantees as defined by Art. 44 ff. GDPR are complied with.

**3.8.3** The contractual partner guarantees that he will comply with the data protection law regulations concerning him and/or the contract and that he will inform eGENTIC immediately in the case of situations relevant to data protection law.

### 3.9 Penalties in the Case of Breach of Contract

**3.9.1** The contractual partner will be obligated to pay a contractual penalty of up to 15,000 Euros to eGENTIC for every culpable breach of the provisions of the present GBT - depending on the severity and degree of liability of the contractual partner. The assertion of further-reaching damage compensation on the basis of the relevant statutory provisions will remain unaffected by this provision.

**3.9.2** In the case of use of datasets by the client (Address delivery Option 3) the contractual partner will be obligated to impose the same contractual penalty in favour of eGENTIC on his client with the consequence that in the case of a breach eGENTIC has a direct claim against the client for breach of contract.

### 3.10 Data supply by third parties

**3.10.1** The contractual partner gives his consent to the hiring of subcontractors by eGENTIC for performance of its delivery obligations (hereinafter **"Supplier"**). This will be in prior agreement with the contractual partner.

**3.10.2** For this purpose the contractual partner will provide the necessary information to eGENTIC for transfer to the supplier.

**3.10.3** eGENTIC will agree with the supplier for the supplier to generate the data sets in accordance with the applicable statutory provisions.

**3.10.4** The contractual partner hereby consents to direct receipt of the suppliers datasets by eGENTIC from the supplier. Moreover, the contractual partner consents to the subsequent validation and transfer of the data sets to the contractual partner.

**3.10.5** The contractual partner further agrees to being included in the contest/campaign sponsors and being listed as a sponsor. He may be listed in several places, i.e. also through use of a company logo, name and/or logo lettering of the contractual partner. The contractual partner declares that he gives his consent for the company logo, company name and/or logo lettering to be used on eGENTIC's website and/or in the Lead Generator's surveys for contests and reference purposes.

**3.10.6** In the case of a supplier other than eGENTIC, the provision set out under Item 3.5.3 of the present contract will also apply to this supplier.

**3.10.7** In the case of transfer to the client of the contractual partner as set out in the contract the contractual partner will be obligated to also impose the duties set out

under Item. 3.10.1, 3.10.2, 3.10.4, 3.10.5 and 3.10.6 on his clients/resp. guarantees that he will ensure the respective consent from his client. The contractual partner will ensure that the data protection law provisions are complied with.

#### 4. Miscellaneous

**4.1** Upon issue of the first IO the contractual partner accepts the present GBT. The present contract is being concluded for an indefinite term and may be terminated by either party within a notice period of one (1) week. In the case of termination of the present contract, an ongoing campaign must be completed within the termination notice period. An IO can be terminated separately in accordance with the notice period agreed on in the IO. Duties under this GBT which essentially apply after termination will continue to apply after termination.

**4.2** IOs concluded under the present GBT will become integral elements of the present GBT. Should there be contradictions between the provisions of an IO and the present GBT, the provisions of the IO will take precedence.

**4.3** Any general business terms of the contractual partners will not apply.

**4.4** Unless otherwise ordered by law or by a court, both parties will comply with the duty of confidentiality under the present GBT and the terms agreed on in the IO and subject matter of the present contract.

**4.5** Should one or several terms of the present GBT be or become legally invalid this will not affect the validity of the remaining terms. The invalid term will be replaced as soon as possible by another term which comes as close as possible to the economic purpose of the legally invalid term.

**4.6** Amendments of and addenda to the present GBT including of the writing requirement itself must be in writing in order to be valid. The parties agree that an electronic signature using Adobe EchoSign will be sufficient for compliance with the writing requirement.

**4.7** German law will apply. The place of jurisdiction is Frankfurt am Main.

#### Current as of 09.11.2020