

General Terms and Conditions OBI First Media Group

Table of Content

Section A – General Provisions	5
§ 1 Scope of Application	5
§ 2 Conclusion of Contract	5
§ 3 Contracts with Agencies	5
§ 4 OBI Group Companies	5
Section B – Media Services	6
§ 5 Scope of Application	6
§ 6 Subject Matter and Definitions in the Case of Media Services	6
§ 7 Requirements for Campaign Advertising	7
§ 8 Incomplete Order Information and Right of Withdrawal	8
§ 9 Responsibilities and Obligations of the Client	9
§ 10 Rejection, Deactivation, Modification, and Removal of Advertising Material	10
§ 11 Production and Production Costs of Advertising Materials	11
§ 12 Advertising Period	12
§ 13 Creative Services	12
§ 14 Consulting Services	13
§ 15 Usage Rights	13
§ 16 Labeling Obligations of the Client	14
§ 17 Labeling Right of OFMG	14
§ 18 Prices and Payment Terms	14
Section C – Sponsored Product Advertisements	15
§ 19 Scope of Application	15
§ 20 Subject Matter and Definition in the Case of SPA	15
§ 21 Parameters for the Payout of Product Ads and SPA	16
§ 22 Requirements for Booking SPA	17
§ 23 Labeling Right of OFMG	17
§ 24 Billing Modalities	17
Section D – Insights Solutions Database	17
§ 25 Scope of Application	17
§ 26 Subject Matter of Insights Solutions	17
§ 27 Provision of the Database	18
§ 28 Usage Rights and Requirements	18
§ 29 User Account and Data Protection	19

§ 30 Technical Prerequisites	19
§ 31 Remuneration	19
§ 32 Compliance and Special Confidentiality	20
§ 33 Special Right of Termination	21
Section E – General Provisions	21
§ 34 Contract Term	21
§ 35 Defects and Notice of Defects	21
§ 36 Liability	22
§ 37 Indemnification	22
§ 39 Termination	22
§ 40 Confidentiality	23
§ 41 Reference Right	26
§ 42 Compliance and Code of Conduct	26
§ 43 Use of AI	27
§ 44 Assignment, Offsetting, Rights of Retention	27
§ 45 Reservation of Changes	27
§ 46 Final Provisions	28
Annex 1 – Description of Retail Insights Data Packages	30
Basic	30
Stock	30
Category Development	31

Table of Abbreviations

A

Advertising Material	7
Agency	6
AI	
.....	
.....28	
Analog Advertising Spaces	7
Apps	8

B

Briefing	13
Building Blocks	13

C

Campaign Advertising	7
Campaign Information	10
Cardinal Obligation	23
Client	6
Consulting Services	7
Creative Services	7

D

Database	18
Deep Fakes	15
Digital Advertising Spaces	7
Dual Distribution	21

G

GTC	6
-----	---

I

Information Provider	24
Input	14
Insider Companies	21
Insiders	21
Insights Service	19

M

Media Order	7
-------------	---

N

Notice of Defects	22
-------------------	----

O

OBI	7
OBI Advertising Guideline	8
OBI Group	7
OBI Group Companies	7
OFMG	6
OGH	6
Order	6
Output	14

P

Parties	6
Party	6
Provisions	8
Purpose	24

R

Ranking	16
Receiving Party	24
Right to Postpone	13

S

SPA	16
Startup Fee	21
Subsidiaries	7

T

Technical Services	7
---------------------------	----------

U

Usage Right	15
Users	20

Section A – General Provisions

§ 1 Scope of Application

These General Terms and Conditions (“**GTC**”) apply to all offers and contracts between OBI First Media Group GmbH & Co. KG, Albert-Einstein-Str. 7-9, 42929 Wermelskirchen (“**OFMG**”) and third parties (“**Client**”) (OFMG and Client each individually a “**Party**” and collectively the “**Parties**”), insofar as they concern one of the services described in Sections B to D.

§ 2 Conclusion of Contract

2.1. The conclusion of a contract for the commissioning of services described in Sections B to D shall be based on an individual order (hereinafter “**Order**”), which requires at least text form (e.g., email).

2.2. Details – in particular regarding the type, scope, duration, and prices of the respective services – result from the respective Order in addition to the relevant sections of these GTC.

2.3. Offers from OFMG are subject to change and non-binding and are merely seen as an invitation to the Client to make an offer. The contract is only concluded upon acceptance of an offer by OFMG.

2.4. The provisions and individual regulations of an Order apply solely to the respective Order and do not create any regulatory effect between the Parties regarding other Orders, unless explicitly agreed upon in the Order.

§ 3 Contracts with Agencies

If the contract is concluded between an intermediary, such as a media agency (“**Agency**”), and OFMG, the following applies:

- a) in case of doubt, the contract is concluded exclusively between the Agency and OFMG;
- b) the Agency must expressly mark an order placement made in the name and for the account of its customers as an order in the name of its customers, at least in text form;
- c) the services may not be used, processed, or forwarded for the purposes of other third parties without the written consent of OFMG, but only for the customer named to OFMG by the Agency;
- d) any provisions or other specifications brought in directly by the Agency's customers shall be deemed to be provisions or specifications of the Agency itself.

§ 4 OBI Group Companies

4.1. OFMG is part of the OBI Group, an international group of companies offering goods and services in the areas of home improvement, construction, and gardening. The OBI Group consists of Olympics Baumarkt Holding GmbH, OBI Group Holding Management SE, OBI Group Holding SE & Co. KGaA (“**OGH**”) and all companies over which OGH can directly or

indirectly exercise a controlling influence (“**Subsidiaries**”, individually a “**Subsidiary**”), as well as all franchisees of the franchise system operated by OGH or a Subsidiary (each an “**OBI Group Company**”, collectively the “**OBI Group Companies**” or the “**OBI Group**”).

4.2. OFMG may involve OBI Group Companies to provide the contractually owed services. If and to the extent that OBI Group Companies participate in the provision of the contractually owed services of OFMG, the provisions of these GTC and the Orders in favor of OFMG shall simultaneously apply in favor of such OBI Group Companies.

Section B – Media Services

§ 5 Scope of Application

Insofar as the contract between OFMG and the Client concerns the provision of media services within the meaning of Clause 6.1, the provisions of this Section B shall apply in addition to Sections A and E.

§ 6 Subject Matter and Definitions in the Case of Media Services

6.1. The subject of the booking of media services (“**Media Order**”) may include the following services by OFMG:

- a) the displaying, hanging, laying out, broadcasting, and/or any other form of publication of advertising material via Analog (Clause 6.4) and/or Digital (Clause 6.5) Advertising Spaces, as well as the implementation of other advertising measures (e.g., Brand Shops, sweepstakes, or "Biber Partner Deals") for sales promotion (“**Campaign Advertising**”);
- b) the production (in particular by printing), installation, maintenance, and dismantling of the advertising material by OFMG (“**Technical Services**”);
- c) the conceptualization of advertising materials and advertising campaigns (“**Creative Services**”);
- d) consulting before, during, and/or after the Campaign Advertising (“**Consulting Services**”).

6.2. OFMG owes a specific number of gross contacts, clicks, or similar performance results only if this has been expressly agreed in the respective Order.

6.3. “**Advertising Material**” refers to all content, such as texts, images, videos, audio sequences, websites, and other media intended to be published for the Client on Analog or Digital Advertising Spaces as part of Campaign Advertising.

6.4. “**Analog Advertising Spaces**” are advertising spaces that exist in physical form or are transmitted by physical means, particularly in the field of poster and print media. This includes, for example, boards and stands for the attachment of large-format posters in the field of outdoor advertising (e.g., 18/1 billboards).

6.5. “**Digital Advertising Spaces**” are, in particular, advertising spaces in the field of electronic media. These include, among others, websites and applications for mobile devices

("Apps") as well as advertising spaces in the field of Public Video (e.g., video walls) and Audio Media (e.g., instore radio).

§ 7 Requirements for Campaign Advertising

7.1. Within the framework of the order placement, the Parties shall coordinate on and agree upon the components of Campaign Advertising to be delivered by the Client, such as Advertising Material, product information, or – in the case of sweepstakes – terms and conditions of participation (collectively "**Provisions**"), as well as the relevant delivery periods and locations.

7.2. If the Parties have not reached an agreement on delivery periods and locations, the Client shall provide OFMG with all Provisions necessary for the execution of the Order no later than 30 days before the start of the Campaign Advertising, at OFMG's discretion, at its place of business or – where possible – by email.

7.3. The Client must observe technical specifications of OFMG – such as dimensions, material, and file type – to enable publication on and compatibility with the advertising spaces.

7.4. The Provisions as well as all websites, apps, or other content to which Advertising Material refers (e.g., via QR codes or short links) may not contain advertising and/or components that refer to the following:

- a) drugs, other narcotic substances or tobacco products;
- b) alcoholic beverages and spirits;
- c) gambling;
- d) erotic products or sexualized depictions;
- e) political parties, citizens' initiatives, religious or extremist associations, or other political or religious messages or symbols;
- f) medications;
- g) competitors of the OBI Group;
- h) weapons;
- i) violent content or content glorifying violence;
- j) extreme, discriminatory statements, provocations, or insults that violate good taste or public decency or statements that are contrary to public order and morality;
- k) content that is or could be harmful or otherwise unsuitable for minors in any way (Clause 7.4. also called the "**OBI Advertising Guideline**").

7.5 OFMG offers the Client the possibility to conduct Campaign Advertising on social media platforms (in particular on platforms of the Meta Group, e.g., Facebook and Instagram) in the name of the Client. The service is provided exclusively within the framework of a Managed Service, in which OFMG acts as a technical and operational service provider. In this case, the following applies:

- a) To conduct the Campaign Advertising, the Client shall provide OFMG with the necessary access rights to its social media accounts (e.g., Facebook/Instagram) upon request. This account will be linked to OFMG's Business Manager to the necessary extent. A separate advertising account will be set up for the Client on the relevant platform for the placement of Campaign Advertising, which remains the property of OFMG. OFMG undertakes to use this account exclusively for the execution of the Client's advertising measures.
- b) When setting up access rights, the Client shall ensure that all antitrust requirements are complied with and that no inadmissible exchange of information occurs.
- c) The Client undertakes to keep its social media account in perfect condition during the term of the Campaign Advertising; in particular, all terms of use, advertising guidelines, and other guidelines of the relevant platform must be complied with. The Client shall refrain from violations that lead to blocks, restrictions, or other negative measures.
- d) In the event of restrictions, blocks, or other negative measures, problems, or disputes with the platform operator, the Client must notify OFMG immediately via email to the OFMG email address named in the Order. In this case, OFMG has an extraordinary right of termination according to Clause 39.2 if the restrictions, blocks, negative measures, problems, or disputes cannot be remedied by the Client within a reasonable period.
- e) If and to the extent that the platform operator makes the execution of the Campaign Advertising impossible or significantly more difficult through general or specific changes or measures in individual cases, the Parties will agree by mutual consent on how this will be remedied; if the Parties cannot reach a mutual agreement within two weeks, either Party may terminate the Campaign Advertising extraordinarily.
- f) OFMG is entitled to use its own target group data (1st-party data) for target group addressing within the scope of Campaign Advertising. A transfer of this data to the Client does not take place.
- g) The content and technical implementation of the Campaign Advertising (including optimization) is carried out by OFMG to its own discretion. The advertising measures are played out mentioning the Client.
- h) OFMG reserves the right to conduct campaigns only in compliance with the relevant guidelines of the platform operators. The Client bears sole responsibility for the content it provides.
- i) In the event of ordinary termination of the Campaign Advertising before the end of the agreed term or exhaustion of the agreed budget, OFMG will make reasonable efforts to stop already made bookings in a timely manner. The Client owes any remuneration incurred between the receipt of the termination by OFMG and the termination of the bookings.

§ 8 Incomplete Order Information and Right of Withdrawal

8.1. The Client shall transmit to OFMG, at the latest with the offer, all information necessary for the assessment of the Media Order. This includes:

- a) the name of the advertiser;
- b) the period and scope of the intended advertising campaign;
- c) any brand safety requirements;
- d) a specific description of the product or service to be advertised;
- e) Advertising Material to be broadcast;
- f) desired technical specifications of the Advertising Material (Clause 8.1 lit. a) – f) also called “**Campaign Information**”).

8.2. If OFMG does not have all Campaign Information at the time the offer is placed, OFMG is entitled to withdraw from the Media Order even after acceptance as soon as the required information is submitted. OFMG is further entitled to withdraw from the Media Order after acceptance if missing Campaign Information is not submitted within a reasonable period set by OFMG.

§ 9 Responsibilities and Obligations of the Client

9.1. The Client is exclusively responsible for the Advertising Material brought in by the Client as well as other Provisions specified by the Client. If the Provisions provided by the Client are obviously damaged, OFMG will inform the Client. However, OFMG has no active duty to inspect; this applies in particular with regard to the fulfillment of legal requirements as well as the sufficient quantity and quality of the Provisions.

9.2. If URLs, short links, QR codes, or other redirects are integrated into Provisions, the Client ensures the proper function of these redirects during the Campaign Advertising.

9.3. The Client ensures that all benefits advertised through the provided Advertising Material are available to end customers in sufficient quantities throughout the entire campaign period.

9.4. The Client ensures that the Provisions brought in by it, redirects within the meaning of Clause 9.2, as well as websites, apps, and other content to which an Advertising Material refers, do not contain or transmit malware. Malware is defined as viruses, worms, Trojans, or other harmful codes or programs aimed at damaging, secretly intercepting, or adversely affecting a system or data. The Client shall use state-of-the-art scanning and protection programs to protect against malware.

9.5. The Client ensures that the specified Advertising Materials and other Provisions do not violate the rights of third parties and comply with legal requirements, in particular the relevant requirements of:

- a) competition law;
- b) copyright law;
- c) trademark law;
- d) design law;
- e) data protection law;

- f) general personal rights of third parties;
- g) protection of minors and youth media protection;
- h) other media and advertising law such as acts about price communication and rebates.

9.6. The Client must examine the Campaign Advertising immediately after its first publication for the correctness of the content and placement and notify OFMG of any errors immediately in text form. Otherwise, the Campaign Advertising shall be deemed accepted and free of defects.

9.7. The Client shall inform OFMG immediately if indications become known that the provided Provisions violate applicable law or violate or impair the rights of third parties of any kind.

9.8. In the case of sweepstakes or competitions, the Client shall create terms and conditions of participation that meet legal requirements, and ensure that the terms and conditions of participation are easily recognizable, directly accessible, and constantly available for retrieval on a dedicated landing page of the Client throughout the duration of the sweepstakes or competition. The Client shall inform OFMG of the associated deep link for retrieving the terms and conditions for participation with reasonable notice before the start of the sweepstakes or competition.

§ 10 Rejection, Deactivation, Modification, and Removal of Advertising Material

10.1 OFMG is entitled, even after acceptance of an Order and during Campaign Advertising, to reject the provided Provisions and stop their publication if there are reasons for a campaign stop. Reasons for a campaign stop are specific indications that the Provisions:

- a) have no reference to the product or service named in the Order;
- b) violate applicable law, court or official requirements, or regulations;
- c) contain untrue or unverifiable information;
- d) impair the rights of third parties;
- e) are technically and/or qualitatively significantly insufficient;
- f) violate the OBI Advertising Guidelines (Clause 7.4);
- g) present a significant risk of being damaging to the reputation of OFMG, other OBI Group Companies, and/or the OBI brands – for example, because persons are used for advertising whose demonstrably bad public reputation could be negatively transferred.

10.2 OFMG shall inform the Client before measures according to Clause 10.1 are implemented, including an explanation regarding the reasons for such measures. Sentence one does not apply if legitimate interests of the OBI Group call for immediate action.

10.3. If measures according to Clause 10.1 have been announced (Clause 10.2) or taken, it is up to the Client to prove that there are no reasons for a campaign stop. OFMG will cease the measures as soon as the Client has provided sufficient proof.

10.4. The obligation to pay the remuneration remains unaffected from any justified measure according to Clause 10.1. Any saved expenses, insofar as these are proven by the Client, shall be credited against the remuneration.

10.5. After the end of the advertising period, Advertising Materials on video walls will no longer be displayed. Advertising Materials on Analog Advertising spaces such as billboards will be covered by other Advertising Materials at the beginning of a subsequent order. The subsequent order does not necessarily have to follow the Client's campaign period immediately. Costs for a covering of Advertising Materials requested by the Client at an earlier date (e.g., at the end of the Campaign Advertising) shall be borne by the Client. These are not included in the price indicated in the Order form.

10.6. The Client shall bear the costs of removing Advertising Materials that arise in the event of premature contract termination for which the Client is responsible and/or the necessity of covering the Advertising Materials. Responsibility of the Client exists in particular if:

a) due to an Advertising Material or other Provision brought in by the Client, legally established cease-and-desist and removal claims of third parties exist and third parties can present a corresponding cease-and-desist or removal title;

b) a reason for a campaign stop was given due to the Provisions brought in by the Client.

10.7. OFMG will take into account and carry out subsequent change requests of the Client regarding the Advertising Materials where possible. The Client is responsible for any costs and delays in performance due to changes requested or caused by the Client.

10.8. OFMG is entitled to edit the Advertising Materials with regard to size, format, and technical specifications if, in OFMG's opinion, this is necessary for the publication of the Advertising Materials and insofar as this is reasonable for the Client, taking into account the interests of OFMG. If any changes of the content of the Advertising Materials is necessary, OFMG will coordinate this with the Client in advance. The Client is responsible for any delays in performance caused by the necessary post-processing.

10.9. OFMG is entitled towards the Client to temporarily restrict the availability of websites of an OBI Group Company or have it restricted if this is necessary for reasons of capacity, due to the security or integrity of the servers, or to carry out technical measures such as server updates. In these cases, OFMG will take the Client's legitimate interests into account where possible, in particular through timely announcement.

§ 11 Production and Production Costs of Advertising Materials

11.1. Insofar as the Parties agree on the production of Advertising Materials by OFMG within the framework of the order placement, the Client must provide OFMG with the documents required for the production of the Advertising Material, in particular materials, motif templates, or print documents, within the deadlines agreed in the Order. Compliance with timely provision is the responsibility of the Client. OFMG is not obliged to point out or remind the Client of the timely provision.

11.2. Details regarding the documents to be provided by the Client shall be coordinated by the Parties within the framework of the order placement.

11.3. When OFMG produces Advertising Materials, the Client may request a reasonable number of proofs. If the Client does not request this, OFMG shall only be liable for typographical errors in the case of obvious deviations from the provided documents. In the case of color reproductions, minor color deviations are not considered a defect. If the Client receives a proof and does not state at least in text form to the contact person of OFMG named in the offer immediately after receipt whether they approve it or have identified defects, the approval shall be deemed granted.

11.4. The Client may request the return or collection of unused replacement quantities of advertising materials and other materials (print templates, models, etc.) within two weeks after the end of the advertising period according to § 15. This takes place at the expense and risk of the Client, unless the Parties have expressly concluded a deviating agreement. Advertising Materials and materials that are not reclaimed during this period shall pass into the ownership of OFMG without compensation and can be disposed of by OFMG without further requirements and without the Client incurring replacement or reimbursement claims.

§ 12 Advertising Period

12.1 If the agreed start of the Campaign Advertising falls on a Sunday or public holiday, the Campaign Advertising will only be executed on the next working day, unless expressly agreed otherwise.

12.2. If OFMG cannot start performance or cannot start on time on the agreed start date because the Client has not delivered the Provisions or has delivered them late, not in the required number or quality, or otherwise not in accordance with the contract, this does not release the Client from its payment obligation and does not extend the contract term.

12.3. Additional costs incurred due to the delayed provision of contract-compliant Provisions shall be borne by the Client.

12.4. In the case of Campaign Advertising on Digital Advertising Spaces, OFMG cannot guarantee an absolutely uniform distribution of the booked volume over the entire advertising period.

12.5. In the case of Campaign Advertising on Digital Advertising Spaces, OFMG may postpone the agreed start of the Campaign Advertising by plus or minus three days ("**Right to Postpone**").

§ 13 Creative Services

13.1. The provision of Creative Services (Clause 6.1.c)), in particular through the conception and design of the advertising motif, shall take place in accordance with the specifications coordinated with the Client ("**Briefing**") and using any preliminary work provided by the Client, such as sketches, images, texts, or other materials used in the creation of a Creative Service ("Building Blocks").

13.2. Changes to the Briefing must be coordinated with OFMG. The Client shall bear the additional costs for the Creative Service resulting from any change to the Briefing. If already performed services of OFMG for the Creative Service become useless due to changes to the Briefing, this does not release the Client from its payment obligation for the services already performed.

13.3. The Client bears the responsibility for the Building Blocks it provides. In particular, Client guarantees that these do not violate the rights of third parties, comply with legal requirements, and may be used by OFMG for the Creative Service.

13.4. The Client is obliged to accept the design of a commissioned Creative Service insofar as it is substantially in accordance with the Briefing and Order.

13.5. If the Client does not state at least in text form to the contact person of OFMG named in the order form within three working days after delivery of a substantially contract-compliant Creative Service that defects exist or that it is exercising any contractually agreed right of modification, acceptance shall be deemed granted.

13.6. OFMG is entitled to use generative artificial intelligence or machine learning methods (collectively “**AI**”) to provide Creative Services. The rights to the results developed by means of AI (“**Output**”) belong exclusively to OFMG. The Client is granted the rights to such Output mentioned in Clause 15.7. The rights to content, prompts, and other inputs into the AI (“**Input**”) also belong to OFMG, unless otherwise agreed between the Parties.

§ 14 Consulting Services

14.1. Within the scope of Consulting Services (Clause 6.1.d)), OFMG provides analyses on the effect of media services provided and played-out Advertising Materials and advises on campaign goals, including recommendations on advertising media, advertising periods, and advertising materials.

14.2. The specific scope of the Consulting Service shall be agreed upon between the Parties as part of the respective Order.

14.3. OFMG provides the Consulting Service with reasonable care and using standard expertise. However, OFMG is not responsible for achieving a specific economic success for the Client.

14.4. The Consulting Service of OFMG does not include legal advice. Recommendations for the use of certain advertising media or materials may lead to special legal requirements, which must be independently assessed by the Client.

14.5. The Client is obliged to cooperate insofar as it is necessary for the proper completion of the Consulting Service. In particular, the Client must hand over to OFMG all documents necessary for the Consulting Service completely and in a timely manner without being requested, so that OFMG has a reasonable processing time. The same applies to information about all processes and circumstances that may be of importance for the execution of the Consulting Service.

14.6. OFMG may also provide Consulting Services to other customers. These may be in a competitive relationship with the Client. OFMG undertakes not to use Confidential Information of the Client for Consulting Services for other customers.

§ 15 Usage Rights

15.1. If the Client provides Building Blocks or Provisions, the Client grants OFMG, upon provision, the simple and irrevocable right, limited in time, space, and content to the respective purpose of the contract, to use all provided Building Blocks and Provisions – including associated designs, models, trademarks, company names, and other identifiers of the Client or its customers – for the purpose of the respective service provision (“**Usage**”).

Right”). This includes in particular the right to transmit, store, copy, edit, display, and communicate to the public, as well as the right of broadcasting, the right of reproduction through image or sound carriers, and the right of public access, reproduction, distribution, and exhibition – whether digital or analog, online or offline – as far as this is necessary for the execution of the contract.

15.2. The transfer of the Usage Right is covered by the agreed remuneration.

15.3. The Client bears any license payments or remuneration to collecting societies such as GEMA, CELAS and others, which are due with the publication of the Advertising Materials.

15.4. For advertising on Analog Advertising Spaces such as billboards, the Usage Right also applies for the period that goes beyond the Campaign Advertising according to Clause 10.5.

15.5. OFMG is entitled to grant sub-licenses of the Usage Right to OBI Group Companies and other third parties to the same extent, provided the OBI Group Companies and third parties are involved in the provision of services. No separate consent from the Client is required for sub-licensing.

15.6. By providing the Building Blocks and Provisions, the Client guarantees that it is the holder of a usage right to the Building Blocks and Provisions as well as any associated trademark, name, company identifier, design, model, copyright, and other property rights, which entitles it to provide these for the media services as well as other contract-compliant uses and to grant OFMG the Usage Right according to Clause 15.1. and 15.5.

15.7. The Creative Service designed by OFMG, in particular the advertising designed and developed by OFMG and its computer-graphic implementations, are usually works protected by copyright. OFMG grants the Client a simple, non-transferable right to use the work. This is limited in content, time, and space to using the Creative Service for the execution of the commissioned media service (Clause 6.1). The Client is not entitled to any usage or exploitation rights beyond this.

15.8. OFMG reserves the right to be named as the author of its works.

§ 16 Labeling Obligations of the Client

The Client is obliged to expressly label Building Blocks and Provisions specified by it that contain image, audio, or video content generated or manipulated by AI that resembles existing persons, objects, places, institutions, or events and would falsely appear to a person as authentic or truthful (“**Deep Fakes**”) as “AI-generated” prior to the transmission to OFMG.

§ 17 Labeling Right of OFMG

OFMG is entitled to label Advertising Materials as advertising (e.g., with the addition “sponsored,” “advertising,” “advertisement,” or similar notices) and to differentiate them from any editorial content, as well as to name the person in whose name and for whose account the advertisement is displayed.

§ 18 Prices and Payment Terms

18.1. The billing of media services takes place on the basis of the prices agreed in the Order.

18.2. All prices are subject to the statutory value-added tax applicable at the time of performance, where applicable.

18.3. Unless otherwise contractually agreed, invoicing takes place at the start of the media service by OFMG. Invoice amounts are due for payment within thirty (30) days after receipt of the invoice. For the timeliness of payment, the day of receipt of the money on the account named on the invoice is decisive. OFMG reserves the right to send invoices electronically to the Client.

18.4. OFMG is entitled, before and during the term of the contract, to make (further) execution dependent on the advance payment of the fee and the settlement of outstanding invoice amounts, regardless of an originally agreed payment target, if the Client is in default with payment obligations or if there are justified doubts about the Client's solvency.

18.5. Insofar as billing takes place on the basis of a cost-per-mille (CPM), an advertising pricing model that charges per 1,000 ad contacts, each contact of a person with the advertising medium (e.g., website, app, video wall, or 18/1 billboard) is considered a "contact" (also called "gross contact") for the calculation of the CPM.

18.6. In the case of a remuneration model on a sale or lead basis, billing takes place monthly in the credit memo procedure plus the statutory value-added tax. The Client shall credit OFMG with the agreed remuneration amount for each sale or lead generated on the basis of the Campaign Advertising ("Occurrence of Success"). The Client ensures that every Occurrence of Success is documented.

18.7. A "Sale" is considered the conclusion of a contract concerning the advertised service or product. A "Lead" is considered the mediation of a contact with a person who provides the Client with their contact details (name and address and/or email address).

18.8. The Client bills all Occurrences of Success generated within a calendar month by the end of the following month. The credit memo must be settled within 14 days after the creation of the credit memo by transfer to the account of OFMG. To verify the credit amount, the Client shall inform OFMG of all information required to explain the remuneration claim and its calculation in an easily understandable manner. The Client does not transmit any personal data of end customers.

Section C – Sponsored Product Advertisements

§ 19 Scope of Application

Insofar as the contract between OFMG and the Client concerns the placement of Sponsored Product Advertisements ("**SPA**") within the meaning of § 20, the provisions of this Section C shall apply in addition to Sections A and E.

§ 20 Subject Matter and Definition in the Case of SPA

The subject of the SPA is the preferred placement of the Client's products within product searches and product recommendations on the OBI website mentioned in the Order form as well as in the heyOBI app (where available), regardless of the criteria that are normally relevant for determining the order of product displays ("**Ranking**"). The playout of the SPA is directly linked to the current search or the product viewed by the website visitor; depending on the search term and the resulting organic search results or the viewed product, an advertisement for content-wise matching products is played. The sponsored products are identified by the notice "sponsored" and can be placed in positions 1 – 2 in the ranking.

§ 21 Parameters for the Playout of Product Ads and SPA

21.1. Without SPA, the following parameters decide if and in what order products are displayed:

a) Matching of the search term with the information stored for a product (e.g., product title or product attributes) to determine which products are suitable for display under a search term;

b) The sorting parameter chosen by a customer, where “Most Popular,” “Price ascending,” and “Price descending” can be selected. “Most Popular” is preset as the default and determines the order of product displays based on the following criteria:

(1) The highest weight is given to search term matching (the so-called “Matching Score”). The more fitting the search term is to a product title, the higher the Matching Score;

(2) The second-highest weight is given to the so-called “Relevance Score.” This is determined by an analysis of the performance of individual products under a specific search term;

(3) The third-highest weight is given to the number of sales (online on OBI’s website and in the heyOBI App, reservations in the store via OBI’s website) regardless of a specific search term;

(4) The fourth-highest weight is given to the number of views of a product on OBI’s website, regardless of the specific search term, as well as customer ratings according to the Wilson Score. The Wilson Score considers not only the average level of the rating but also the number of ratings given. This way, products with many good ratings can be ranked better than products with only a few, albeit very good, ratings.

(5) Finally, the frequency with which a product is added to an online shopping cart as well as the availability of a product on obi.de decide the order under the “Most Popular” sorting parameter.

c) Filters such as color, brand, and dimensions, which can also influence the display order.

21.2. If the Client books SPA, in deviation from Clause 21.1 lit b), the so-called quality score decides whether a product is displayed. The product with the highest quality score is played out. This is calculated according to:

a) the level of the CPC (Cost per Click), which is determined according to an auction principle where the Client determines the maximum it is willing to pay to OFMG for a click on an SPA by a website visitor;

b) the historical click rates of the product in question, with high click rates positively influencing the quality score;

c) the matching of the product with the search term and the other organic search results according to Clause 21.1.

§ 22 Requirements for Booking SPA

22.1. SPA is only available to Clients who are simultaneously in business relationships with the OBI Group as a supplier or Product Partner on the OBI trading platform. OFMG is entitled to stop the playout of SPA without notice if the Client has violated obligations incumbent upon it from the supplier or Product Partner contract – insofar as applicable.

22.2. Further details regarding the applicable framework conditions result from the respective individual Order issued for booking SPAs.

§ 23 Labeling Right of OFMG

OFMG is entitled to label SPA as paid advertising (e.g., through the addition “sponsored,” “advertising,” “advertisement,” or similar notices) and to differentiate them from any editorial content, as well as to name the person in whose name and for whose account the advertising is displayed.

§ 24 Billing Modalities

24.1. The Client sets a fixed budget within the framework of the order placement, which is used up for individual SPA in accordance with Clause 24.2.

24.2. Billing of the advertising budget takes place according to a CPC (Cost-per-Click) model. Once the advertising budget is exhausted, no further SPA of the Client will be displayed.

24.3. The budget agreed between the Parties for the display of SPA within the scope of a respective Order is due for payment by the Client within 30 days after placement of the Order.

24.4. OFMG is entitled, even before and during the term of the contract, to make (further) execution dependent on the advance payment of the fee and the settlement of outstanding invoice amounts, regardless of an originally agreed payment target, if the Client is in default with payment obligations or in case of justified doubts about the Client's solvency.

Section D – Insights Solutions Database

§ 25 Scope of Application

Insofar as the contract between OFMG and the Client concerns access to the Insights Solutions Database within the meaning of Clause 26.1, the provisions of this Section D shall apply in addition to Sections A and E.

§ 26 Subject Matter of Insights Solutions

26.1. The subject of the “Retail Insights” booking is the provision and access to the Insights Solutions Database (“**Database**”), on which the Client can evaluate various data regarding the supplier number and region named in the Order form as well as the product categories named there, in order to create analyses for the optimization of its production, assortment, sales, and/or advertising planning (the provision of the Database also called “**Insights Service**”). The exact scope of available data depends on the data package (Clause 26.2) that the Client ordered.

26.2. The Client can select the following data packages, which are described in more detail in Annex 1:

- a) Basic
- b) Stock
- c) Category Development

26.3. Further details regarding the applicable framework conditions result from the respective Order.

26.4. The provided data is updated once a week and may be subject to fluctuations, in particular due to time delays in updating the Database. The evaluation and interpretation of the data and analyses based thereon are the responsibility of the Client. There is room for interpretation. OFMG does not owe any recommendations for action unless explicitly commissioned. The Client is solely responsible for any action derived from the data or from commissioned recommendations for action.

§ 27 Provision of the Database

27.1. The Database can only be provided to suppliers of the OBI Group.

27.2. OFMG guarantees an average monthly availability of the Database of 99% over the contract term, based on availability 24 hours a day, 7 days a week.

27.3. For the calculation of availability, downtimes based on the following circumstances remain unconsidered:

- a) Failures and/or malfunctions of technical systems and/or network components outside the area of responsibility of OFMG, in particular failures due to incoming IT attacks or failures due to improper use of software or hardware on the part of the Client;
- b) delayed fulfillment or non-fulfillment of an obligation owed by the Client;
- c) unauthorized use of the Database by the Client or third parties;
- d) maintenance work on the Database.

27.4. OFMG is entitled to change the structure and presentation of the data, dashboards, and user interface of the Database as long as this has no significant negative effects for Client on the use of the Database.

§ 28 Usage Rights and Requirements

28.1. OFMG grants Client the revocable, non-transferable right to use and access the Database and the information contained therein during the Order term for the analyses mentioned under Clause 26.1. OFMG provides the Database to the Client in the respective current version via the Internet.

28.2. OFMG remains the sole owner of all data, information, or other content available in the database as well as any property rights thereto.

28.3. The Client guarantees not to feed malware into the Database or otherwise infiltrate it and not to provide OFMG with information that violates antitrust law.

§ 29 User Account and Data Protection

29.1. A user account is required to use the Database. The Client can name up to five (5) persons per region who are permitted to register a personal user account (“**Users**”).

29.2. To register the user account, the Client must communicate to OFMG the first and last name as well as the email address of the persons that are meant to receive a user account. OFMG then creates a user account with an initial password, which is communicated to the User by email. The email address and the initial password are required for login.

29.3. The Client is responsible for all actions taken through the user accounts. The Client shall oblige the Users to:

- a) assign a new password via the “Forgot Password” function after the first login,
- b) protect the login data from unauthorized access and not pass it on to third parties.

29.4. If a Party becomes aware of unauthorized access to the Database using a user account of the Client, this Party will immediately notify the other Party, and OFMG will deactivate access without undue delay and block any use of the Database by the affected user account until a new password has been assigned for the User.

29.5. In case of any use of the Database that is in breach of the Order and these GTC, OFMG is entitled to permanently block individual user accounts without replacement and terminate the contract immediately.

29.6. The Client guarantees that it has obtained all necessary rights and consents from the Users and has informed them about data processing to the extent required by law, in order to provide OFMG with personal data of the named persons for the purpose of creating and maintaining a user account. If a User withdraws their consent or the legal basis otherwise ceases to exist, the Client shall notify OFMG immediately.

§ 30 Technical Prerequisites

The Client is responsible for procuring and maintaining the hardware and connections it requires, in particular to public telecommunications networks, to enable undisturbed access to the Database.

§ 31 Remuneration

31.1. The remuneration for the Insights Service is specified in the respective Order form and is subject to statutory value-added tax.

31.2. The remuneration consists of:

- a) a one-time fee for the activation of access to the database and access to archived stock data of the last 24 months (“**Startup Fee**”);
- b) a monthly fee for access to and updating of the selected data and data packages.

31.3. The Startup Fee is billed at the beginning of the Order period. The monthly fee is billed quarterly in advance. The remuneration is due within 30 days after invoicing and must be settled by transfer to the account specified in the invoice. OFMG reserves the right to send invoices exclusively electronically to the Client.

31.4. Objections to invoices must be raised by the Client at least in text form within 90 days after receipt of the invoice. After this period, the invoice is considered approved by the Client.

§ 32 Compliance and Special Confidentiality

32.1. The Client undertakes to use the Confidential Information obtained in accordance with the applicable antitrust regulations and, in particular, not to use it as a means of pressure against other OBI Group Companies within the framework of contract negotiations for supplier contracts and conditions or for price-fixing, price monitoring, agreements violating antitrust law, or concerted practices within the meaning of § 1 GWB (German Act against Restraints of Competition) and Art. 101 TFEU.

32.2. In the event that the Client itself or via Affiliated Companies is also active as a retailer in the B2C sector at the retail level (stationary and/or online) ("**Dual Distribution**"), the Client additionally undertakes to comply with the following measures:

- a) The Client ensures and obliges all persons under its organizational control as well as other persons working with it who are permitted access to the Database in accordance with these GTC or the respective Order or who otherwise come into contact with the Confidential Information available there ("**Insiders**") that the Confidential Information obtained is not passed on to the retail level. In this respect, the confidentiality obligation also applies towards persons belonging to the Client's company, in particular towards employees with contact to the retail level;
- b) the Client ensures that Insiders do not work simultaneously at the retail level of the Client or Affiliated Companies;
- c) the Client ensures that an Insider's workplace is separated from retail level workplaces both physically and with regard to the IT infrastructure;
- d) the Client ensures that an Information Security Management System according to ISO 27001 or comparable standards is operated within its company and in the companies of other Insiders ("**Insider Companies**") during the contract term;
- e) the Client ensures that physical and digital access rights to the Confidential Information contained in the Database are not made accessible to retail level employees;
- f) the Client ensures that all employees of an Insider Company are trained and instructed in the lawful handling of Confidential Information and receive regular and repetitive compliance training to sensitize them to antitrust violations such as cartel-agreements and exchanges of sensitive information. The Client ensures that the implementation of compliance measures is documented and that ongoing, appropriate monitoring of employees by qualified compliance officers takes place.

32.3. The special obligations of § 32 apply in addition to the confidentiality obligations from § 40 of these GTC. In the event of contradictions, the provisions of this § 32 prevail as far as the service relationship of the Insights Service is affected.

§ 33 Special Right of Termination

In addition to the termination regulations under § 39, OFMG is entitled at any time with immediate effect and without notice to:

a) stop the provision of the “Category Development” data package and terminate a part of the contract accordingly as soon as only two or fewer providers are active in the relevant product category. For the calculation of the number of providers, only providers who are not considered Affiliated Companies of the Client or another provider in the product category are taken into account. The product categories are defined by the Category Management of the OBI Group. Each item is assigned to a main product group (“**MPG**”) and a subordinate product group (“**PG**”). Access to the “Category Development” data package is granted at an MPG level. This means that the Client can be excluded from an MPG, including all PGs linked to this MPG, while retaining access to other MPGs. The monthly fee will be reduced pro rata in the event of partial termination;

b) terminate the contract if the supplier contract between the Client and the relevant
OBI Group Company is terminated.

Section E – General Provisions

§ 34 Contract Term

34.1. The contract term begins at the time agreed in the Order (“**Start Date**”) or, in the absence of a Start Date, with the start of the execution action by OFMG.

34.2. Unless otherwise regulated in these GTC or the Order, the contract is concluded for an indefinite period and can be terminated by either Party with a notice period of three months to the end of a month.

§ 35 Defects and Notice of Defects

35.1. Unless otherwise regulated in these GTC or in the Order, the Client is obliged to check OFMG's services for conformity with the contract immediately after they are provided.

35.2. The Client is obliged to assert any defects in the contractually owed service against OFMG at least in text form immediately after gaining knowledge of the respective defect (“**Notice of Defects**”).

35.3. The Client is obliged to hand over, transmit, or otherwise make accessible to OFMG all documents required for the examination of the Notice of Defects.

35.4. If the Client fails to carry out the timely review of contract conformity and/or the timely Notice of Defects, the service shall be deemed free of defects.

§ 36 Liability

36.1. OFMG is liable without limitation in case of intent and gross negligence, in case of injury to life, limb, or health, in case of assuming a guarantee within the scope of the guarantee, as well as according to the Product Liability Act.

36.2. In case of slight negligence, OFMG is liable for the violation of an essential contractual obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which the Client may regularly rely (“**Cardinal Obligation**”), limited to the typically foreseeable damage. Otherwise, liability for damage caused by slight negligence is excluded.

36.3. The liability regulations apply accordingly in the case of a breach of duty by vicarious agents of OFMG.

36.4. OFMG is not liable for damages and delays in performance caused by malfunctions on telephone lines, servers, and other facilities that are not within the control of OFMG, and not for damage and/or failures of advertising materials and/or advertising spaces by third parties who are not vicarious agents, provided the damage and/or failure by the third parties was not made possible precisely by a breach of duty by OFMG.

§ 37 Indemnification

The Client undertakes to indemnify OFMG and all OBI Group Companies against all losses, damages, claims, and costs (including legal fees) upon first request, to reimburse OFMG and the OBI Group Companies for these, and to hold them harmless insofar as they arise in connection with claims based on a violation of the regulations of these GTC or other contractual agreements between the Parties.

§ 38 Force Majeure

As far as and as long as a case of force majeure exists, the Parties are released from their performance obligations from the time force majeure occurs until its cessation. Force majeure is an external event brought about from the outside by elementary forces of nature or other extraordinary environmental events or by actions of third parties, which is unforeseeable according to human insight and experience, cannot be prevented or rendered harmless by economically reasonable means even with the utmost care reasonably to be expected according to the circumstances, and is also not to be accepted due to its frequency. If services of OFMG become impossible due to a case of force majeure or if timely performance can no longer be guaranteed, OFMG will point out this circumstance to the Client. In such a case, the Parties will agree on a suitable replacement.

§ 39 Termination

39.1. Both Parties are entitled to terminate the contract for cause without notice.

39.2. Cause exists if, taking into account all circumstances of the individual case and weighing the interests of both parties, the terminating party cannot be expected to continue the contractual relationship until the agreed termination or until the expiry of an ordinary notice period.

39.3. OFMG is entitled in particular to terminate the contract without notice in the following cases:

- a) in the event of a violation of the OBI Advertising Guideline;
- b) if the competent supervisory authority prohibits the Campaign Advertising in whole or in part during the contract term;

- c) in the event that the Client refuses an act of cooperation owed by it towards OFMG or fails to provide it despite the maturity of the act of cooperation and a request by OFMG with a reasonable deadline;
- d) if the Client is in default with the payment of the due remuneration and fails to pay within the set deadline despite a reminder with a reasonable deadline;
- e) if the Client has culpably violated material contractual obligations incumbent upon it and does not remedy the violation within the set deadline despite a reminder with a reasonable deadline;
- f) if the Client has culpably violated legal regulations that are directly or indirectly of importance for the execution of this contract or has violated public decency;
- g) if the Client has violated confidentiality obligations;
- h) if the Client opens insolvency proceedings, becomes insolvent, an insolvency administrator is appointed for the benefit of the creditors, or business activities are discontinued.

§ 40 Confidentiality

40.1. The Parties undertake to treat all Confidential Information strictly confidentially and to use it exclusively for the purpose of checking, assessing, advising, negotiating, or executing the respective contract that gave rise to the transmission of the Confidential Information (“**Purpose**”).

40.2. The Parties disclose Confidential Information to third parties exclusively after prior consent, given at least in text form, of the transmitting party (“**Information Provider**”). Disclosure also includes the input of Confidential Information into AI, insofar as the Confidential Information is thereby also indirectly made accessible to third parties – for example, by using the Confidential Information for general training purposes of the AI. Consent within the meaning of Sentence 1 can exclusively be granted or refused at the discretion of the Information Provider. However, the receiving party (“**Receiving Party**”) is entitled to disclose Confidential Information to its Representatives even without prior consent (Representatives as well as all other recipients to whom Confidential Information is legitimately disclosed are collectively referred to as “**Authorized Recipients**”). Disclosure of Confidential Information may, however, only take place in any case as far as necessary for the Purpose and always on the condition that the Receiving Party ensures compliance with this agreement by Authorized Recipients and that the Receiving Party is liable for a violation of this agreement by one of its Authorized Recipients as for its own violations.

40.3. “Representatives” within the meaning of § 40 refers to the present and future affiliated companies of a party according to §§ 15 et seq. of the German Stock Corporation Act (“**Affiliated Companies**”), as well as the respective board members, members, executives, and employees of a party or an Affiliated Company as well as all professional advisors, capital providers, auditors, and – in the case of agencies – independent customers.

40.4. Unless otherwise agreed between the Parties, “**Confidential Information**” includes – regardless of whether the information was disclosed before or after the conclusion of the contract:

- a) all financial, technical, economic, legal, fiscal, or other information (in particular designs, photographs, technical drawings, (product) descriptions, manuals, software,

programs, instructions, technical, scientific, and economic know-how, business processes, methods, evaluation results, business or technical plans, and offers) made accessible to the Receiving Party or its Representatives by the Information Provider or its Representatives or otherwise coming to their knowledge – in any form (oral, written, in electronic or other form) and regardless of whether they are considered trade secrets according to § 2 No. 1 of the Act on the Protection of Trade Secrets (GeschGehG) or comparable laws of other jurisdictions – and are marked as confidential or are reasonably to be classified as confidential due to other circumstances;

b) the fact that Confidential Information is disclosed to the Receiving Party and/or its Representatives, as well as the existence and content of any contracts between OFMG and the Client as well as all prices, media reach, customer numbers, data within the scope of the Insights Solution Database, and business development strategies.

40.5. Confidential Information does not include information, data, documents, or materials that:

a) were publicly accessible before their disclosure or become publicly accessible afterwards without the Receiving Party, its Affiliated Companies, or its Representatives or another party violating a confidentiality obligation to the best of the Receiving Party's knowledge; or

b) legally come to the knowledge of the Receiving Party or its Representatives through a third party without the Receiving Party or its Representatives or another party violating a confidentiality obligation to the best of the Receiving Party's knowledge; or

c) were legally known to the Receiving Party or its Representatives before disclosure by the Information Provider and/or its Affiliated Companies without the Receiving Party or its Representatives or another party having violated a confidentiality obligation to the best of the Receiving Party's knowledge; or

d) were developed by or for the benefit of the Receiving Party or its Representatives without the use of Confidential Information; or

e) were expressly declared non-confidential by the Information Provider at least in text form.

40.6. The Receiving Party bears the burden of proof for the existence of an exception according to Clause 40.5.

40.7. The Receiving Party or its Representatives may disclose Confidential Information which they are obliged to disclose due to:

a) applicable law or the requirements of a regulatory authority or a government body that lawfully requests this; or

b) the requirements of a stock exchange supervisory authority or stock exchange on which the shares of the Receiving Party or its Affiliated Companies are listed or to which the Receiving Party or its Representatives are subject; or

c) the order, decree, provision, regulation, or decision of a competent court, a regulatory, judicial, or governmental authority or comparable body or the tax authority of a competent jurisdiction acting in the exercise of its powers,

on the condition that the Receiving Party or its Representatives limit the disclosure of Confidential Information to the minimum necessary for the fulfillment of their obligations and that it notifies the Information Provider in writing of this obligation as soon as possible, provided this is legally permissible, in order to give them the opportunity to take action against the requested disclosure.

40.8 The Receiving Party shall immediately inform the Information Provider if it (including its Representatives) becomes aware that Confidential Information received by the Receiving Party or its Authorized Recipients has been disclosed or otherwise used in violation of these GTC.

40.9. The obligations in this § 40 apply in favor of the Information Provider's Affiliated Companies as a contract with protective effect in favor of third parties.

40.10. The Information Provider and its Affiliated Companies retain at all times all intellectual property rights (in particular patents, copyrights, trademark, and know-how rights) in connection with Confidential Information, and the Receiving Party (including its Authorized Recipients) acquires neither contractually nor by operation of law any intellectual property rights in connection with the Confidential Information. No rights to Confidential Information or licenses for Confidential Information are granted to the Receiving Party or its Authorized Recipients, with the exception of the limited right to use the Confidential Information by Authorized Recipients for the purpose of the contract.

40.11. The Receiving Party and its Authorized Recipients shall, if the Information Provider requests this in writing or within 30 days after termination or expiry of the contract that gave rise to the transmission of the Confidential Information, immediately return or destroy all documents containing Confidential Information and permanently delete all data on data carriers containing Confidential Information. Files and all copies created in this connection containing Confidential Information (in any form, in particular summaries, copies, and extracts of Confidential Information) are to be deleted from all data carriers or, if they exist in embodied form, destroyed.

40.12. The Receiving Party and its Authorized Recipients are not obliged – provided that the retained Confidential Information is treated confidentially according to the requirements of this agreement – to delete Confidential Information or summaries, notes, analyses, collections, studies, or other documents containing Confidential Information if these:

a) are stored in backups or archives of a computer system containing or formerly containing Confidential Information, if backup or archiving occurs as part of the normal operation of this computer system and it is not possible with reasonable means to delete Confidential Information stored in this way;

b) must be retained by the Receiving Party and its Authorized Recipients for purposes of professional liability insurance, for internal audit procedures, or for internal governance purposes; or

c) must be retained by the Receiving Party and its Authorized Recipients within the scope of applicable law or in accordance with a competent judicial, governmental, or regulatory authority or comparable body or according to the provisions or regulations of a stock exchange supervisory authority or stock exchange on which securities of

the Receiving Party or its Authorized Recipients are listed or traded, or for auditing purposes.

40.13. For each individual culpable violation of the confidentiality obligation according to § 31 and § 40 of these GTC, OFMG is entitled to demand payment of a contractual penalty from the Client, the amount of which is to be determined by OFMG at its reasonable discretion and, in case of dispute, reviewed by a court for its appropriateness. If Confidential Information is transmitted to several addressees as part of one action, such as sending an email to several addressees, the contractual penalty becomes due for each addressee. Payment of the contractual penalty does not exclude the assertion of a claim for injunctive relief or further damages upon corresponding proof. In this case, the Client remains free to prove that no damage occurred at all or not in the designated amount. The contractual penalty shall be credited against any possible damages.

40.14. If a violation or the continuation of a violation of these GTC caused by or attributable to the Receiving Party threatens, the Information Provider is entitled to obtain an injunction within the framework of interim legal protection without having to prove actual or potential damage.

§ 41 Reference Right

OFMG is entitled to use the Client's name and logo as well as a description of the service provided by OFMG (collectively "**Reference Data**") as a reference to advertise OFMG's services to third parties ("**Reference Purpose**"). OFMG is entitled to list the Reference Data publicly on websites of OBI Group Companies and in presentations such as pitch decks – including any trademarks, company identifiers, or other identifiers of the Client contained in the logo. The Client transfers to OFMG the necessary usage rights, sub-licensable to OBI Group Companies, which are limited in content to the Reference Purpose but are not subject to any spatial or temporal restrictions.

§ 42 Compliance and Code of Conduct

42.1. The Client undertakes to comply with the laws and regulations applicable to it as well as the [OBI Code of Conduct for Business Partners](#) (hereinafter "**Code of Conduct**"). This gives rise to expectations that are also anchored in the Declaration of Principles of the OBI Corporate Group. The Client undertakes to make reasonable efforts to ensure compliance with the principles regulated in the Code of Conduct by its direct business partners as well.

42.2. OFMG and third parties commissioned by OFMG may request reasonable information and documents from the Client at any time to verify compliance and carry out control measures if there is a justified suspicion of a violation of the Code of Conduct.

42.3. The Client shall inform OFMG immediately if it becomes aware of violations of the Code of Conduct in its own business area or among its direct or indirect business partners involved in the cooperation with OFMG. The Client is obliged to take immediate measures to prevent and terminate the violations and their negative effects as far as possible.

42.4. If the Client repeatedly or seriously violates the Code of Conduct or the principles and obligations regulated in this § 42, OFMG is entitled – without prejudice to any other rights and remedies – to terminate the business relationship with the Client by extraordinary termination with immediate effect.

42.5. Furthermore, in the event of a violation or justified suspicion of a violation, OFMG has the right to temporarily suspend the business relationship with Client until the violation is stopped or the suspicion is cleared.

§ 43 Use of AI

Insofar as the Client uses an AI model or AI system within the meaning of Regulation (EU) 2024/1689 ("AI Act") (AI model and AI system hereinafter individually and collectively referred to as "AI") within the framework of the business relationship with OFMG, the Client undertakes:

- a) to use AI that works with data from OFMG, other OBI Group Companies or data of employees of OBI Group Companies only in closed system environments without access for third parties and make sure that the data will not be used for AI training purposes beyond the application for the OBI Group;
- b) to use AI only through employees who have the required AI literacy within the meaning of Art. 4 AI Act;
- c) to comply with the legally required labeling obligations in connection with the use of AI, in particular those of the AI Act.

§ 44 Assignment, Offsetting, Rights of Retention

44.1. OFMG is entitled to assign claims against the Client from an Order at any time to one or more OBI Group Companies. OFMG is also entitled to offset its own claims against claims of the Client; this also applies, while waiving the requirement of reciprocity, for claims that the Client has against other OBI Group Companies.

44.2. Offsetting or the assertion of a right of retention or refusal of performance by OFMG is possible insofar as OFMG is entitled to rights or claims against the Client, regardless of whether any counterclaims of OFMG refer to the legal transaction from which the Client derives its claims.

44.3. Offsetting or the assertion of a right of retention or refusal of performance by the Client is only possible with undisputed or legally established claims. These rights can only be exercised by the Client insofar as the counter-rights are based on the same contractual relationship.

§ 45 Reservation of Changes

45.1. Notwithstanding Clause 46.8, these GTC can be changed by OFMG insofar as this is necessary for the reasonable continuation and execution of the contractual relationship for the reasons listed below:

- a) to balance contractual gaps that have arisen if a gap arising in these GTC after the conclusion of the contract causes significant difficulties in the execution of the contract (e.g., case law declares a clause invalid) and this cannot be eliminated otherwise; or
- b) to adapt these GTC to changes in the legal situation (e.g., changes in relevant laws or supreme court rulings), insofar as this is necessary to ensure the legality and other legal compliance of these GTC as well as of performance and consideration;

c) to restore the equivalence relationship between performance and consideration if this is disturbed to a significant extent after the conclusion of the contract by unforeseeable changes in the legal or other framework conditions (e.g., by changes in the law, provided their specific content was not already foreseeable – for example, in the phase between the conclusion of the formal legislative process and entry into force). This only applies if OFMG did not cause these changes and has no influence on them; or

d) to take into account adjustments in the company organization, as far as reasonable.

45.2. OFMG informs the Client at least six weeks before the planned effective date of the changed GTC about the planned change.

45.3. The Client can terminate the part of the contract affected by the change without notice and free of charge at the proposed time of the changes taking effect. If no termination occurs by the Client until the changed GTC take effect, these are considered accepted and decisive for the further contractual relationship. The Client will be specifically informed of both points in the notification.

§ 46 Final Provisions

46.1. These GTC and all Orders in connection with these GTC are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

46.2. The exclusive place of jurisdiction for all disputes between the Parties arising from or in connection with these GTC or the respective Order is Cologne (Germany).

46.3. Any general terms and conditions of the Client are excluded and shall not become part of the contract or an Order. This also applies if the Client sends these to OFMG – in whatever form or on whatever occasion – and OFMG does not object.

46.4. Should a provision of these GTC or the associated Orders be or become invalid or unenforceable, or should there be a gap, this shall not affect the validity of the rest of the GTC or the associated Orders. In such a case, the invalid or unenforceable provision shall be deemed replaced by a legally valid provision that comes closest to the intended economic purpose of the invalid or unenforceable provision, unless OFMG makes use of its right of change according to Clause 45.1. The same applies to any gaps.

46.5. OFMG is entitled at any time to transfer the rights and obligations from the agreements with the Client in whole or in part to other OBI Group Companies. Otherwise, the assignment of rights and obligations to third parties requires the prior consent of the other Party, which may not be unreasonably refused.

46.6. If OFMG fails to exercise or assert a right or remedy granted according to these GTC, this shall not be considered a waiver of these rights and remedies. Each right of OFMG granted in the GTC exists cumulatively and simultaneously alongside other rights and remedies granted by law or rules applicable depending on the jurisdiction.

46.7. The Client can only assert a right to refuse performance or a right of retention if the counterclaim is based on the same contractual relationship and is legally established or recognized by OFMG.

46.8. These GTC and their annexes, with the respective Order, represent the entire agreement between the Parties regarding the respective Order. Changes, supplements, or the cancellation of these GTC or an Order require written form to be effective, whereby an electronic document with a simple e-signature and signing protocol using e-signature software is sufficient to fulfill the written form requirement.

Date: 14 January 2026

Annex 1 – Description of Retail Insights Data Packages

Basic

The “Basic” data package includes the following data points for all items listed under the defined supplier numbers:

- Weekly and monthly sales volume of the last 104 weeks for each item and each category as well as main category, reportable by OBI store, federal state, and country;
- Weekly and monthly sales amount of the last 104 weeks for each item and each category as well as main category, reportable by OBI store, federal state, and country;
- Annual comparison between the current year and the previous year, annual delta reportable per week and month;
- Views of the product detail page on the OBI trading platform within the last 104 weeks;
- Breakdown of sales according to available distribution channels (stationary, pick-up in-store after online reservation, and home delivery after online purchase) for all aggregation levels of sales data mentioned above;
- Item attributes: Supplier item number, EAN, and optional customer-specific item attributes.

Furthermore, the “Basic” data package includes the following data:

- Weather data (precipitation & average temperature) for each OBI store;
- Information about the properties of all OBI stores regarding their heyOBI participation, availability of rental equipment, transport rental, garden center, building materials hall, home improvement service, bathroom planner, kitchen planner, garden planner, as well as business model (own store vs. franchise store), size and location clusters, and individually determinable store attributes.

The “Basic” data package includes the following dashboards / pre-made analyses:

- Sales development over time;
- Regional sales distribution (incl. analysis of average sales per day and OBI store as well as growth contribution per OBI store);
- Development of online product views over time;
- Ratio of product view to actual online sales;
- Sales distribution between individual OBI stores (stores can be filtered by store properties);
- Comparison of selected sales regions (Top 5, Flop 5 according to selected filters).

Stock

The “Stock” data package includes the following data points for all items listed under the defined supplier numbers:

- Stock levels of the last 52 weeks per item per OBI store at a fixed date per week;
- Stationary availability of an item, a category, or a main category in %. Stationary availability in % indicates in what percentage of the stores where the item should be available it was actually available in the selected period;
- Number of OBI stores in which an item is or was sold;

- Stationary reach of an item/category/main category in weeks (total / per store). Stationary reach results from the average demand of the last 4 weeks and the current stock. It indicates how many more weeks the stock would last if future demand corresponded to this average demand of the last 4 weeks;
- Online availability of an item, a category, or a main category in %. Online availability indicates what percentage of customers who viewed the product detail page of an item could also have bought it (i.e., indicates what percentage of these customers saw the item as "purchasable" (HD available) and could have placed it in the shopping cart in the online shop).

The "Stock" data package includes the following dashboards / pre-made analyses:

- Development of product availability over the last 52 weeks;
- Assortment availability and reach overview;
- Detailed stock analysis per OBI store and item.

Category Development

The "Category Development" data package includes the following data points for all items listed under the defined supplier numbers:

- Relative sales development of sub- and main categories at OBI in a selected period and on the basis of a selected comparison period (selectable within the last 25 months);
- Relative sales development of all items listed under the defined supplier numbers in a selected period and on the basis of a selected comparison period (selectable within the last 25 months);
- Contribution to growth of each sub- and main category;
- Share of sales of a sub-category in the total sales of a main category;
- Sales share of individual distribution channels (stationary, pick-up in-store after online reservation, and home delivery after online purchase) in a sub-category.

The "Category Development" data package includes the following dashboards / pre-made analyses:

- Development of category sales in a specific period compared to the comparison period;
- Sales development of the last 52 weeks.
