

GENERAL TERMS AND CONDITIONS MULTICHANNEL CAMPAIGNS 05.20

The following General Terms and Conditions (»T&Cs«) govern the contractual relationship between the advertiser (hereafter »Customer«) and Architonic AG (hereafter »Architonic«) with regard to orders for campaigns and advertisements on the websites architonic.com, dailytonic.com and archdaily.com, in Architonic Newsletters, on social media channels of Architonic, in apps and on other websites affiliated with Architonic, such as designboom, and on further communication platforms.

1. ORDER

Architonic selects its customers for advertisements in accordance with criteria of quality and content and reserves the right to refuse customers or orders at any time and without any given reason. In this way Architonic guarantees its clients an exclusive context for the communication of premium content and brands. Subject to such refusal the contract for online advertisements or multichannel campaigns between Architonic and the Customer (the »Order«) shall become valid and binding with the order confirmation by the Customer. The services provided by Architonic under the Order are described in detail in the offer and in the portfolio (together: the »Offer«) and hereafter. Architonic has the right to employ third parties for the provision of the services. Architonic retains the right to change its range of products and services, change prices and discontinue products and services or parts thereof at any time. Architonic has the right to amend these T&Cs at any time. With the order confirmation, the Customer accepts the current version of Architonic's T&Cs. General terms and conditions of the Customer are inapplicable even if Architonic has failed to expressly object to their application.

2. SERVICES

2.1. OF ARCHITONIC

The scope of services, available placements, technical guidelines and the prices are described in the Offer and the relevant data checklist of Architonic.

Please be advised that all information regarding numbers of subscribers, page views and visits relies on estimates and projections and that discrepancies are possible.

In addition, the following shall apply to different types of advertisements:

a) ONLINE ADVERTS (BANNERS)

Possible extra formats and special means of promotion may be individually agreed upon after examination and approval by Architonic. The Online Adverts will be displayed in rotation; i.e. after every page view a new advertisement will be displayed. Each display of the Online Advert is registered by Architonic and its subcontractors by means of an ad server (currently by Smart AdServer) and counts as an ad impression. If the booked number of ad impressions is not reached in the course of the planned campaign, Architonic will extend the campaign until this number has been reached. No right to refund exists. Clicks on the Online Advert are neither part of Architonic's service offer nor are they assured or charged. Advertisements in Architonic Newsletters are displayed in the sequence of the booked positions.

b) PRODUCT PUSH ADS

Product Push Ads require an Architonic Membership of the Customer. Product Push Ads are only available for products that are already included in the Architonic database as part of the Architonic Membership. Any thumbnail which is displayed as part of a Member's product presentation under »Products« is eligible. Therefore no special images, logos or texts may be included.

Product Push Ads may be booked at a flat rate for one week (seven consecutive days). After activation, the respective thumbnail of the product will be marked in the upper right-hand corner with a small »AD« and will be

displayed during the push week in the first page gallery of the »Products & Materials« section and on the first page of the search results as long as the respective product conforms to the user's chosen query. The sequence of the Product Push Ads is rearranged randomly once a day.

c) STORY POSTS

Story Posts are published on architonic.com under »News/Magazine« and will be assigned by Architonic in accordance with their content to one or several of the designated subsections (currently: »Industry News«, »Product Innovations« or »Fairs«). An optional link may be added at the end of a Story Post. The running time of a Story Post generally is unlimited. Architonic reserves the right to delete Story Posts after 24 months. Architonic Members have the option to link a Story Post which mentions one or several products and/or projects with the presentation of these products and/or projects in the section »Products« and/or »Projects«.

Important: The publication of supplied content may in no case infringe the rights of third parties (see »Rights to Images, Text and Other Content« below).

d) EDITORIAL & GUIDE FEATURES

The editorial work on an Editorial Feature will be undertaken by journalists selected by Architonic. The Customer is obliged to give a detailed briefing by phone or Skype, as well as deliver all visual materials (with rights already cleared for publication) within ten days of booking. Once a draft of the text has been completed, the Customer has the right to one round of corrections and adjustments. Total production time is three weeks.

Editorial Features are published in the same way as Editorial Posts (2.1.c). Editorial Features will be additionally published either in full or in part on dailytonic.com, facebook.com/architonic, twitter.com/architonic, as well as in Architonic Newsletters.

Guide Features are published once in the defined guide. Architonic Fair Guides are published and printed in PDF-format only. There are between 15,000 and 25,000 downloads per guide. The print run per guide varies between 20,000 and 45,000 copies.

Important: The publication of supplied content may in no case infringe the rights of third parties (see »Rights to Images, Text and Other Content« below).

e) SOCIAL MEDIA POSTS

Architonic publishes the Social Media Posts desired by the Customer by way of Architonic's respective accounts on Facebook, Twitter, Pinterest and Instagram as described in the Offer of Architonic. Booking and publication will be affected subject to availability and editorial planning. After receipt by Architonic of the necessary data (according to data checklist) and full payment, the Post will be published within a reasonable period. Unless a publication date has been expressly agreed and confirmed by Architonic, the Customer is not entitled to publication on a certain date.

Architonic reserves the right to refuse the publication of Social Media Posts with regards to contents or to request amendments. The T&Cs of Architonic are applicable as well as the respective general terms and conditions of Facebook, Twitter and Instagram.

Important: The publication of supplied content on Facebook, Twitter, and/or Instagram may in no case infringe on the rights of third parties (see »Rights to Images, Text and Other Content« below).

For boosted Facebook posts the following standard settings apply: Target groups are persons who like the Architonic page and their friends. As Target regions continents, countries or cities can be selected. The distribution of boosts to the individual target regions can vary significantly and cannot be influenced.

Changes in the Facebook terms and conditions may affect our offer!

2.2. IN COOPERATION WITH DESIGNBOOM

a) PRODUCT PUSH CAMPAIGN

The campaign is reserved for companies which have already booked an Architonic Membership.

b) BANNER ADVERTS

The placement of the Online Advert is registered by designboom using an ad server and counts as an ad impression. For all further provisions, see 2.1.a.

c) ADVERTORIAL

For an Advertorial, designboom will edit the content that you deliver (text, images and video, in accordance with our checklist) and you will receive a draft for release. It will be published on designboom.com, in the designboom daily newsletter and via the corresponding designboom accounts on Facebook and Twitter.

Important: The publication of the delivered content must under no circumstances violate the rights of third parties (see »Rights to Images, Text and Other Content« below).

d) SOCIAL MEDIA POSTS

Booked Social Media Posts are published on the corresponding designboom accounts on Facebook, Twitter and Instagram in accordance with the description in the offer. For all further provisions, see 2.1.e).

e) FEATURE BOOST

Written content authored by Architonic (Editorial Feature or Brand Essentials) can, in addition to Architonic channels, be published on Designboom channels. In addition to designboom.com, these include Designboom's Facebook, Twitter and the Daily Newsletter.

2.3. IN COOPERATION WITH ARCHDAILY

Written content authored by Architonic (Editorial Feature, Brand Essentials or Architonic Story) can, in addition to Architonic channels, be published on ArchDaily channels. In addition to archdaily.com, the following ArchDaily channels are also included:

a) FEATURE BOOST

Newsletter, Facebook, Twitter

b) STORY BOOST

Instagram

The posts are published via the corresponding ArchDaily accounts on Facebook, Twitter and Instagram as described in the offer or integrated into the ArchDaily Daily Newsletter.

3. CONTENT AND DESIGN

Conception, content, design and preparation of the Advertisements (includes Posts) are the sole responsibility of the Customer (except: Editorial Features). The required technical specifications of the templates, in particular the respective formats, are described in the Offer and data check lists of Architonic. Advertisements may be displayed in different languages: on architonic.com in German, English, Italian, French and Spanish; on daily-tonic.com in English, in Newsletters in German and English, on Facebook and Twitter in English; for subcontractors, depending on the availability of the languages. The Customer is responsible for supplying the respective translations. The displayed language is automatically selected according to the user's language choice; English or another available language will be selected for display if an Advertisement is not available in the chosen language. All Advertisements are as standard practice and automatically displayed in a frame which identifies them as promotional. In order to preserve the high acceptance of the Advertisements among the mostly professional users of Architonic, animated (moving) advertisements are not accepted. Architonic will consider the Customer's wishes as much as possible when

placing Advertisements. Unless otherwise agreed in writing (including fax and email) the Customer is not entitled to a certain placement. Architonic reserves the right to veto the publication of an Advertisement if its design or content do not conform to the quality standards of Architonic. In such an event the Customer will be asked to amend the Advertisement in accordance with Architonic's suggestions for improvement. In addition, Architonic reserves the right to request amendments of running Advertisements or suspend or stop their publication because of issues of content, design, origin, requested linking or other reasons. Any claims by the Customer, e.g. for reimbursement of the fee or damages, are excluded in these cases. Unlawful, immoral or disturbing Advertisements are prohibited. Any Advertisement may be linked at the Customer's request. The Customer bears the sole responsibility for the proper functioning of the provided link and to the linked contents and services.

4. DURATION, CANCELLATION AND TERMINATION

4.1. ARCHITONIC

The duration of an order is determined by the criteria agreed in the order confirmation. The cancellation of, or the reduction of the size of an order requires the written form (including fax and email).

In the case of cancellation up to three months prior to the start of a campaign, 50% of the total price of the campaign shall be payable in accordance with the order confirmation; up to one month before the start of the campaign, 80% of the total price of the campaign shall be payable. If the order is cancelled less than 30 days before the start of the campaign, the Customer shall owe Architonic AG the full price of the campaign as agreed in the order confirmation, even without publication.

4.2. DESIGNBOOM

The Product Push Campaign described in 2.2.a) has a duration of 12 months. The campaign is automatically extended for an additional 12 months unless the Customer terminates the contract at least 60 days prior to the end of the initial period.

The products described in 2.2.b)–d) are subject to the duration provision in 4.1.

5. TEMPLATES

The Customer has the obligation to supply Architonic in time with the necessary templates (including content) for the Advertisements in accordance with the applicable technical specifications of Architonic.

Unless otherwise specified in the Offer of Architonic or expressly agreed, the payment and templates must arrive at Architonic at the latest 14 working days before the agreed or intended date of publication. If not, the Advertisement may not be published on time.

In the event of a supply of non-conforming templates any additional time and effort made by Architonic will be invoiced to the Customer separately at a rate of 120 Swiss francs (CHF) per hour.

If the Customer wishes to change the design or content of an Advertisement, the respective costs are to be borne in all cases by the Customer. Such later changes will be implemented in accordance with the agreed processing times.

Architonic assumes no responsibility for the supplied templates and is not obliged to return them to the Customer. Architonic has the right but not the obligation to store the templates and the Advertisements.

6. FEE

Unless otherwise agreed, Architonic invoices for ad impressions (views). The cost per thousand (or cost per mille, CPM) prices quoted in the Offer refer to 1,000 ad impressions each. The measurements by Architonic's tracking system (currently: ad server by Smart AdServer) are binding. Bookings for a certain period (e.g. with Product Push Ads) or per mailing (e.g. with Newsletters) are invoiced for the agreed fixed amount. All prices quoted in the Offer are exclusive of any potentially applicable rate of VAT or any other tax. Unless otherwise agreed, the total amount of the agreed fee is payable

with the order confirmation. Timely delivery of the data and receipt of the due fee on Architonic's bank account are preconditions for the publication of the Advertisement. If data to be provided by the Customer or the payment are not received in time by Architonic, advertisement services or time lost as a result will not be replaced. Architonic will try to reschedule the campaign provided the necessary placements are available. Any claims of the Customer, e.g. for reimbursement of the fee or damages, are excluded. Late payment entitles Architonic to stop the execution of the Order and require prepayment for further publications. The Customer is not entitled to bring any counterclaims against Architonic for settlement. Architonic charges a service fee of approx. 20 percent for the circulation of Facebook Boosts.

7. RIGHTS TO IMAGES, TEXT AND OTHER CONTENT

To increase target group reach, Architonic is entitled, but not obligated, to promote, to show and, if applicable, to make available for download any information concerning the Customer and/or his products, as well as data provided to Architonic by the Customer and/or presented on architonic.com, including brand representations and image, text, video, CAD and PDF data, etc. (hereafter collectively »content«), via selected websites on which Architonic has publication rights (e.g. dailytonic.com, kidsmodern.com, designboom.com, etc.), via social media channels and via communication platforms of partners and Architonic customers such as specialist retailers or trade fairs.

The Customer is obligated not to upload or provide to Architonic content which:

- violates applicable law, in particular third-party intellectual property rights, e.g. copyrights or patent, trademark or related rights, personal rights or property rights which he is not authorised to pass on;
- contains links or similar information/references or may have the ability to impair the functionality of external data processing equipment or systems, in particular computers.

Architonic is entitled, but not obligated, to augment, alter, block or remove content, in whole or in part, at any time without stating a reason and without notifying the Customer, especially if, in Architonic's own judgment or according to the claim of a third party, this content infringes these terms or the terms described below or otherwise violates the rights of third parties. Architonic expressly reserves the right to block, alter, augment or delete parts of web pages, whole web pages or the entire website without notice for a period to be freely determined, or to temporarily or permanently discontinue the publication thereof.

In this framework, with the transfer of the content to Architonic, Architonic receives from the Customer, free of charge, a worldwide non-exclusive licence, unrestricted as to time and subject matter, to use the content in any form and in all media. This encompasses in particular the right to reproduce and distribute the content, as well as the right to communicate it to and make it available to the public. The latter in turn encompasses, in addition to the above-named right of publication and use, the right of editing, including the right to adapt, augment and translate the content, as well as the right to link the content with other content and to disclose the name of the company and of persons in connection with the publication of the content. Furthermore, the Customer agrees that Architonic may transfer these rights of use to third parties.

The Customer further confirms and guarantees:

- (a) that the Customer is authorised to release the content for publication and use and is fully entitled to grant the above-named licence;
- (b) in particular, that he is the sole holder of all personal rights, copyrights, design, trademark and further intellectual property rights and other rights to, and in connection with, the content, or that he has obtained from all rights holders, with legal effect, the respective required transfer of rights and any necessary licences, permission, consent and the like, and that the content and its publication and use are in accord with the

- applicable legal provisions and do not infringe any rights or contractual claims of third parties, in particular personal rights, copyrights, design, trademark and further intellectual property rights, and that the rights of third parties (especially joint rights holders, photographers, critics, etc.) to the content are completely satisfied, including references and credits.
- (c) that the Customer assumes all liability in connection with the content and its publication and use, and that he keeps Architonic indemnified against all third-party claims and all liability, for whatever legal reasons (including claims arising from the violation of third-party rights such as personal rights, copyrights, design, trademark and other intellectual property rights), and in any case holds Architonic completely harmless (including with regard to its own lawyer's fees, costs incurred by the opposing party, costs incurred by third parties and court fees); this independently of whether or not the third-party claims are valid. This applies in particular in case the Customer violates one or more of the guarantees, warranties or obligations in this contract, or in the case of claims asserted by a third party, especially with regard to the violation of third-party rights. In particular, Architonic remains free at all times, e.g. upon receipt of a warning from a third party, to consult an external lawyer, for whose costs the Customer likewise indemnifies Architonic.

Moreover, the Customer shall support Architonic in defending itself against such third-party claims, in particular by providing to Architonic all information required for its defence, and he shall, upon first demand by Architonic, assume the leadership of a corresponding lawsuit at his own risk and at his own expense. The Customer is obligated to compensate Architonic for damages arising from the assertion and/or enforcement of such claims by third parties, regardless of whether or not these are valid.

The Customer is furthermore obligated to verify that content that pertains to the Customer's products and is presented by Architonic on architonic.com, including brand representations, image and text data and any other content, does not infringe the rights of third parties. In case of a violation of third-party rights, the Customer has the obligation to inform Architonic of this without delay.

Architonic has the right to present, in addition to the product data sheet, according to its own criteria, partners and service providers associated with the Customer or his products, such as specialist retailers, agents, PR agencies, data processing companies, etc.

8. WARRANTY

Architonic warrants that the services to be provided under this contract will be provided with due care and the necessary specialist knowledge. In particular, Architonic warrants that the contractually agreed services will be displayed in accordance with the normally applicable technical standards. No warranty is given nor liability accepted for any defect resulting from the conduct of the Customer or outside causes. Any warranty or liability is in particular excluded for any content which is not displayed correctly, in a timely manner or continuously due to lacking or unsuitable templates and/or data provided by the Customer, faulty target URLs, the use of unsuitable presentation software and/or hardware, dysfunctions of communications networks, computer failure, system breakdown or loss of performance.

In addition, no warranty is given nor liability accepted for minor errors without significant consequences on the purpose or effect of the contractually agreed services.

Architonic is under no obligation to check whether the content is complete, correct or up to date and gives no warranties and accepts no liability in this respect.

No guarantee is given that the Customer's competitors will be excluded.

In the event of any defects, the Customer will only have a right to their correction. Reported defects will be checked and corrected by Architonic within a reasonable period of time.

In the event of an interruption of the publication of an Order which has been booked for a defined duration, the publication shall be prolonged for the

time of the interruption until the original duration has been reached. Any further claims are excluded.

For contractual products and services provided by third parties, the third party suppliers are liable to the exclusion of any warranty or liability of Architonic.

9. LIABILITY

Architonic only assumes liability for direct damages which arise from the present contract and are caused by gross negligence or intent and in any case only to the amount of the agreed fee.

Any further liability of Architonic, its auxiliaries or subcontractors, in particular for any specific technical or economic result, indirect damage, loss of income, claims by third parties, or consequential damage or misuse by third parties is expressly excluded.

The Customer is solely responsible for the performance of his own contracts with third parties and the compliance with legal provisions and the rights of third parties to the exclusion of any liability of Architonic.

10. DATA PROTECTION

The Customer is solely, and to the exclusion of any liability of Architonic, responsible for taking appropriate precautionary measures against the improper use of personal data and for compliance with Swiss or, if necessary, other applicable data protection regulations. With respect to the processing of personal data that the Customer receives from Architonic, the following terms apply:

The scope of the data processing to be carried out by the Customer is described in these T&Cs.

The object and purpose of the processing to be carried out is to reply to enquiries about products submitted via the form on the Architonic website. The processing is carried out by sending emails to the persons concerned in answer to their enquiries for the duration of the main contract regarding Architonic Membership. The categories of personal data that are processed are last name, first name and email address, and the categories of the persons concerned are the users of the Architonic website who fill in and send the form for enquiries about products.

In processing the personal data, the Customer is obligated to

- (a) process the personal data only upon written and documented instruction (of a specific or general kind) from Architonic;
- (b) process the personal data only to the extent required for performance of the services requested by Architonic, unless otherwise stipulated by Architonic;
- (c) protect the personal data obtained from Architonic from access by third parties and to use it only for the purposes for which it was transmitted (e.g. replying to enquiries). The Customer shall not process personal data for his own purposes or for purposes which go beyond the services agreed with Architonic or beyond the instructions of Architonic, and shall not allow personal data to be incorporated in products or services offered by the Customer to third parties. The same applies to subcontractors commissioned by the Customer;
- (d) inform Architonic without delay if the Customer (or a subcontractor he has commissioned) is of the view that an instruction from Architonic is in violation of data protection laws;
- (e) employ for the processing of the personal data none other than those subcontractors already commissioned at the time of the conclusion of this contract, except with the prior written approval of Architonic. The subcontractors already commissioned by the Customer at the time of the conclusion of the contract are regarded as approved by Architonic. Upon request, the Customer shall provide Architonic with information about the subcontractors he has engaged. If a subcontractor is duly entrusted with carrying out certain data processing activities for Architonic, the Customer shall ensure that he concludes a written contract with the subcontractor containing data protection obligations which are at least as broad in their scope as those contained in this no. 10, and which apply to the subcontractor. The Customer is responsible for the actions and omissions of the subcontractor in question;

- (f) take appropriate technical and organisational measures in order to prevent a data security breach, and, in implementing and updating these technical and organisational measures, to guarantee an appropriate degree of security with respect to the risk involved, in particular with due regard to the current state of technology, the costs of implementation, the type, scope, context and purposes of the processing, as well as the various probabilities of occurrence and the severity of a violation of the rights and freedoms of the persons concerned. The Customer acknowledges that Architonic relies on the Customer's competencies and knowledge to be able to judge the appropriateness of a measure intended to protect personal data in the framework of this no. 10;
- (g) ensure that the persons authorised to process personal data have committed themselves to confidentiality (or are already obligated by law to maintain confidentiality) and that they fulfil their duties strictly in accordance with their obligations of confidentiality by always treating personal data as confidential information;
- (h) warrant this cooperation with Architonic and provide all information reasonably required in order to prove his compliance with his data protection obligations. This duty also includes, upon sufficiently justified request, allowing verifications to be carried out by or on behalf of Architonic or the competent supervisory authority, following adequate advance notice;
- (i) inform Architonic of any data privacy breach without delay and, at the latest, within 24 hours of the breach becoming known, and to keep Architonic informed about all related developments. The notification of Architonic shall contain, at a minimum, the type of the violation, the data categories concerned, the ascertained and possible consequences of the breach and the measures taken by the Customer to mitigate its consequences for Architonic. The Customer shall take all necessary measures to mitigate any (possible) damage arising from the breach. At the request of Architonic, the Customer shall provide Architonic with all additional information concerning the breach and support Architonic in an adequate manner in reporting the privacy breach to a regulatory authority and/or the persons affected;
- (j) lend Architonic unconditional support in all requests by affected persons for access to their stored personal data and in all other requests, allegations or complaints by a competent authority or an affected person, including the prompt written notification of Architonic of the receipt of any such communication or enquiry;
- (k) at instruction of Architonic, or, at the latest, upon fulfilment of the purpose of the agreed processing, delete or return to Architonic all personal data within one month, and to delete existing copies unless applicable law requires the storage of the personal data;
- (l) not to process personal data, without prior written approval from Architonic, outside the European Economic Area (EEA) or in countries that do not have an adequate level of data protection according to the corresponding list of countries maintained by the competent authorities. A precondition for approval by Architonic is that the Customer conclude an agreement on the data transfer in the form stipulated by data protection legislation (e.g. the EU-wide model clauses or their equivalent), provided that such a document represents a valid means of transfer of personal data outside of the EEA or the relevant country, or in another manner guarantees that the data transfer satisfies conditions that meet the standards of applicable data protection laws, including relevant adequacy findings or decisions (e.g. in the case of the transfer of data to data receivers located in the USA: EU-US and/or Swiss-US Privacy Shield). Irrespective of this clause, the Customer is obligated to always inform Architonic in advance about all data processing carried out outside the EEA.

The Customer binds himself to indemnify Architonic against any liability, costs, expenses, damages or losses, as well as all legal and professional fees and expenses, which Architonic incurs and which result from failure by the Customer or his employees or agents to meet their obligations according to this no. 10.

Any violation by the Customer of terms in this no. 10 shall be deemed a fundamental breach of the contract and shall warrant termination of the contract without prior notice by Architonic.

The terms in this no. 10 do not release the Customer from his own obligations, which apply to him, where applicable, as a data processing contractor, in the framework of applicable data protection legislation.

11. NON-DISCLOSURE

Each party undertakes to keep any of the other party's confidential information which becomes known to it in the course of the performance of the Order in strict confidentiality during and after the term of the contract.

12. FURTHER PROVISIONS

All rights to illustrations, texts, programs, databases and other applications and services provided by Architonic in connection with the websites architonic.com, dailytonic.com, archdaily.com, in the Architonic newsletters, on social media channels of Architonic, in apps and on other websites affiliated with Architonic, e.g. designboom.com, and on other communication platforms remain in the full ownership of Architonic.

Any changes and amendments of the agreements between the Customer and Architonic shall require the written form (including fax and email).

In case any provision in these T&Cs fails to comply, in part or entirely, with the applicable legislation either now or in the future, the content and validity of the remaining provisions of these T&Cs shall not be impaired.

The original version of these T&Cs is in German. It has been translated into other languages for information purposes. In the event of differences, the original German version shall prevail.

13. APPLICABLE LAW AND PLACE OF JURISDICTION

Any and all disputes which arise in connection with offers for advertisements on the websites of architonic.com, dailytonic.com, archdaily.com, in Architonic newsletters, on social media channels of Architonic, in apps and on other websites affiliated with Architonic, e.g. designboom.com, and on other communication platforms are subject exclusively to Swiss law.

The exclusive place of jurisdiction shall be Zurich, Switzerland.