

## General Purchasing Conditions of the ParshipMeet Group (last updated: September 2023)

### Section 1 General Points, Scope of Application

The present General Purchasing Conditions apply to all contracts of the contracting party ("Contracting Party") concluded with the ParshipMeet Group. The companies that are part of the ParshipMeet Group are defined in section 12 of these General Purchasing Conditions.

For certain services, additional **Special Purchasing Conditions** apply, if they are listed in the order placed by the ParshipMeet Group. These services are as follows:

- [the purchase of usage rights on the part of the ParshipMeet Group](#)
- [deliveries and services from the area of media services](#) (except online media purchases)
- [deliveries and services from the area of online media](#)
- [deliveries and services from the area of recruitment](#)
- [deliveries and services from the area of facility management](#)
- [deliveries and services from the area of IT](#)

### Section 2 Conclusion of Contract

(1) The Contracting Party shall provide the ParshipMeet Group with the contractual services on the basis of the arrangements in the agreement. These arrangements are determined by the order placed by the ParshipMeet Group, unless otherwise agreed.

(2) The Contracting Party shall confirm the client's order within a time period of five workdays from receipt of the order.

### Section 3 Delivery, Performance, Transfer of Risk

(1) The delivery deadline stated in the order is binding. The Contracting Party shall inform the ParshipMeet Group in text form without delay if it is suspected that it will not be possible to fulfill the agreed delivery time. Providing this information does not extend the agreed delivery time. Premature deliveries or partial services may only be provided with agreement from ParshipMeet Group in text form.

(2) In the event of delayed delivery, the ParshipMeet Group may assert the claims permitted by law. In particular, the ParshipMeet Group may, after a grace period has passed without effect, demand compensation in lieu of performance and withdrawal. If the ParshipMeet Group demands compensation, the Contracting Party will have the opportunity to verify that it is not responsible for the breach of obligation.

(3) The Contracting Party shall deliver the ordered delivery/service at its own expense and risk to the location specified in the order. If no destination has been specified and unless otherwise agreed, the delivery must be

made to the main place of business of the company that placed the order. The specific destination is also the place of performance (performance of the obligation to deliver).

(4) If due performance becomes impossible for the Contracting Party or any other person for reasons that are not the responsibility of the ParshipMeet Group, the ParshipMeet Group will be exempt from payment of the agreed remuneration.

(5) The ParshipMeet Group may commission third parties with provision of the performance even if the Contracting Party is only temporarily unable to provide the performance.

#### **Section 4 Prices and Payment Terms**

(1) The price stated in the order is binding. All prices are given including statutory VAT, except where the statutory VAT is stated separately.

(2) Performances relating to contracts to produce a work or service contracts are charged at the fixed price listed in the quotation or on a time and material basis after the performance has been completed/accepted, unless another form of invoicing has been agreed in the quotation.

(3) If remuneration by the hour or by the day has been agreed, a maximum of one day rate / eight hours will be paid per calendar day. An agreed day rate can only be charged for at least eight work hours. For less than eight work hours per day, these hours must be charged on a pro rata basis. The Contracting Party shall bill the remuneration per day or per hour on a monthly basis.

(4) The Contracting Party shall bear any incurred customs payments, taxes, duties, and costs for an import arising from the order. If the Contracting Party is obliged to withhold tax, the Contracting Party shall forward the corresponding amounts to the competent finance office in the name of and on behalf of the ParshipMeet Group. All prices stipulated in the order are gross prices, in particular in relation to withholding tax. This means that the ParshipMeet Group may retain any due withholding tax from the total price that is to be paid by the Contracting Party and pay it to the authorities unless the Contracting Party has a valid certificate of exemption.

(5) Unless otherwise agreed in writing on an individual basis, the agreed price includes all services and ancillary services of the Contracting Party (e.g. implementation, installation) and all ancillary costs (e.g. travel time and travel costs, transport and packaging costs).

(6) The agreed price becomes due for payment within 30 calendar days from full delivery and performance (including any agreed acceptance) and receipt of a proper and verifiable invoice. If the contract relates only to one of the brands of the ParshipMeet Group, the corresponding brand (Parship, ElitePartner, eHarmony, LOVOO) must be specified on the invoice separately so that it can be allocated correctly. If the contract is based on a service, an activity report must be provided in addition to the proper and verifiable invoice; this activity report must be coordinated with the relevant ParshipMeet Group department before invoicing and must be included with the invoice.

(7) If the ParshipMeet Group pays within 14 calendar days after receipt of the invoice, the Contracting Party shall grant the ParshipMeet Group a 3% discount on the net invoice amount. In the case of bank transfer, the payment is made in time if the transfer amount of the ParshipMeet Group is received by the bank of the

Contracting Party before the end of the payment period; the ParshipMeet Group is not responsible for any delays on the part of the banks involved in the payment process.

(8) For the ParshipMeet Group to enter in default, a payment reminder must be provided by the Contracting Party in text form.

### **Section 5 Legal Guarantee**

(1) The ParshipMeet Group has an unrestricted right to assert the statutory claims for defects.

(2) The ParshipMeet Group shall notify the Contracting Party of any apparent and latent defects within two weeks of their being discovered. Section 377 of the German Commercial Code (HGB) is accordingly waived.

(3) Goods that are the subject of complaints are returned or collected at the expense and the risk of the Contracting Party.

(4) The ParshipMeet Group may rectify the defects itself at the expense of the Contracting Party in cases of imminent danger or in particularly urgent cases.

(5) Payments made by the ParshipMeet Group do not constitute acceptance of the delivery/work as contractually compliant or free from defects on the part of the ParshipMeet Group.

(6) The ParshipMeet Group's agreement to technical documents and/or charges of the Contracting Party does not affect the Contracting Party's liability for defects.

### **Section 6 Non-Disclosure**

(1) The Contracting Party shall treat all information that it becomes aware of as part of the collaboration confidentially. This relates in particular to information of the ParshipMeet Group concerning business transactions, business processes, pricing structures, financial accounts, financial or contractual arrangements, and the content of the particular contract. In case of doubt it is to be assumed that information concerning the working methods of the ParshipMeet Group that the Contracting Party becomes aware of as part of the collaboration is to be treated confidentially. In particular, information is to be deemed confidential if (i.) the ParshipMeet Group has labeled it as confidential or (ii.) the Contracting Party has been informed of its confidential status or (iii.) it should, on the basis of good faith, be treated as confidential under the given circumstances or (iv.) it requires confidentiality because of its nature or as a result of legal provisions (e.g. GDPR).

(2) The confidentiality does not apply for information that the Contracting Party can prove it was aware of previously; or information that was generally known or generally accessible; or that became publicly known or generally accessible after being received, without the Contracting Party being responsible for this; or that was made accessible to the Contracting Party by an authorized third party at any later date.

(3) The Contracting Party shall ensure that confidentiality is observed by its employees. The Contracting Party shall also take precautions to prevent third parties from accessing the confidential information.

(4) The confidential information may only be disclosed to third parties or subcontractors with express agreement from the ParshipMeet Group. In this case, the third party or the subcontractor must also be obliged to confidentiality to the same extent that the Contracting Party is obliged vis-à-vis the ParshipMeet Group.

(5) This obligation to confidentiality continues even after the particular contract has ended.

### **Section 7 Data Protection**

(1) The Contracting Party shall fulfill the particular applicable data protection regulations, at a minimum those of the General Data Protection Regulation (GDPR) and the German Data Protection Act (BDSG), and oblige its employees and its commissioned third parties to do the same.

(2) If and insofar as the Contracting Party is obliged under the contract to collect, process, or use personal data on behalf of the ParshipMeet Group or is able to access personal data of the ParshipMeet Group, for example by means of remote access to the systems of the ParshipMeet Group, the parties shall conclude a data processing agreement in accordance with Art. 28 GDPR.

(3) Subcontractors deployed by the Contracting Party in connection with the data processing agreement require written agreement from the ParshipMeet Group.

(4) The way in which the ParshipMeet Group processes your personal data in connection with the contractual relationship and what rights you have in this context are explained on the website of the ParshipMeet Group (under the heading "[Privacy Policy](#)").

### **Section 8 Compliance**

(1) The Contracting Party shall observe all applicable legal regulations in connection with the execution of this agreement; in particular, the Contracting Party shall not demand, be promised, or accept any unfair advantages. The Contracting Party shall take all necessary measures to ensure compliance with these requirements and shall instruct its performing agents accordingly.

(2) The Contracting Party hereby guarantees that it will not, in connection with the execution of this agreement and all individual orders, commit, instigate, or participate in any crimes and that it will take all required measures to ensure that its performing agents do not commit, instigate, or participate in any crimes.

(3) Both parties to the contract reject any form of discrimination, in particular any form of sexual violence, abuse, or sexual harassment.

### **Section 9 Supplier Code of Conduct (SCoC)**

(1) The Contracting Party shall be obliged to comply with the requirements of the SCoC which has become an integral part of the contract (available at [ProSiebenSat.1 Media SE – Purchasing \(prosiebensat1.de\)](#)) in its own business area. The own business area within the meaning of the sentence 1 shall include, in addition to the Contracting Party's company, all legal entities over which the Contracting Party has a decisive influence. The Contracting Party shall also strive to comply with the requirements of the SCoC within the scope of contract services at his own suppliers within the scope of his influence.

(2) The Contracting Party shall make reasonable efforts to oblige its suppliers to comply with the SCoC and shall provide a copy of the SCoC to his suppliers at the latest upon conclusion of the contract. The Contracting Party may comply with the obligation under Sec. 26.1 on the basis of its own SCoC, provided that the requirements set out therein and to be observed with regard to human rights and environmental-related risks correspond to those of the SCoC.

(3) The Contractor guarantees that all employees from its own business area (see Sec. 9(1)) have unhindered access to the complaints procedure set up at P7S1 and available at [ProSiebenSat.1 Media SE – Compliance \(prosiebensat1.de\)](https://www.prosiebensat1.de). In particular, the Contracting Party shall not take any action that hinders, obstructs or impedes access to the complaints procedure. The Contracting Party shall strive to contractually pass on the obligations referred to in sentences 1 and 2 to its suppliers.

(4) In case of a culpable breach of the SCoC by the Contracting Party, the Principal shall be entitled to suspend the performance of the contract or, at its discretion, to rescind from or terminate the contract, if the breach is not remedied after a reasonable deadline. In case of serious, persistent or repeated breaches, the deadline need not to be set.

(5) Upon request, the Contracting Party is obliged to obtain and provide within a reasonable period of time information and documents which are necessary to enable the Principal to comply with all requirements resulting from the German Supply Chain Due Diligence Act, in particular the performance of the regular (Sec. 5 Para. 1 SCDDA) and cause-related (Sec. 5 Para. 4 SCDDA; Sec. 9 Para. 3 SCDDA) risk analysis as well as the implementation of risk-based control measures (Sec. 6 Para. 4 no. 4 SCDDA).

If there are concrete indications of human rights violations or environmental-related damage at the Contracting Party, the Principal has the right - in addition to requesting information and documents - to carry out or arrange for audits to be carried out at the Contracting Party on a case-by-case basis in order to comply with its control obligations under the German Supply Chain Due Diligence Act.

(6) In the event of culpable breaches by the Contracting Party of the SCoC, the Contracting Party shall be obliged to pay damages unless he proves that he is not responsible for the breach.

## **Section 10 Advertising**

The Contracting Party may only use its activity for the ParshipMeet Group for advertising purposes with prior written agreement from the ParshipMeet Group; in particular, it must not publish any press releases or other publications relating to the contractual relationship between the parties to the contract or the services provided under this relationship. This also applies to naming the ParshipMeet Group in connection with the Contracting Party's reference projects. Any planned marketing activity requires prior written agreement (e-mail is sufficient) from the ParshipMeet Group for publication in concrete form.

## **Section 11 Liability Insurance**

The Contracting Party shall maintain business and product liability insurance with cover that is appropriate to the contract content.

## **Section 12 Final Provisions**

(1) These General Purchasing Conditions apply to the ParshipMeet Group and companies that the ParshipMeet Group has a direct or indirect shareholding in and/or that constitute an affiliated company under sections of the 15 ff. German Stock Corporation Act (AktG). They apply in particular to the following companies of the ParshipMeet Group: PE Digital GmbH, PARSHIP ELITE Service GmbH, ParshipMeet Holding GmbH.

(2) In the case of an order placed by an affiliated company of the ParshipMeet Group, it is exclusively this affiliated company that commits itself as client and itself becomes sole Contracting Party of the Contracting Party. Unless otherwise stipulated in the order, an order placed by multiple companies does not constitute grounds for joint and several liability. The ParshipMeet Group may transfer the rights and obligations arising from the agreement that forms the basis of these General Purchasing Conditions and any follow-up orders within the ParshipMeet Group.

(3) For these General Purchasing Conditions and all legal relationships between the ParshipMeet Group and the Contracting Party, the law of the Federal Republic of Germany applies, with exclusion of the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(4) The legal venue is the town/city of the registered office of the relevant ParshipMeet Group company. The ParshipMeet Group may, however, instead select the court responsible for the Contracting Party's location.

(5) Modifications and amendments to the agreement that forms the basis of these General Purchasing Conditions and any follow-up orders only become effective with express agreement from both parties and in text form. No oral collateral agreements have been made. Legally relevant declarations and notifications that are to be made by the Contracting Party vis-à-vis the ParshipMeet Group after the agreement has been concluded (e.g. deadlines, reminders, declaration of withdrawal) must be in text form to become effective.

(6) If any provision of these General Purchasing Conditions or of the agreement or any follow-up orders should be or become fully or partially invalid or if a gap is discovered in these conditions, the effectiveness of the other provisions will remain unaffected. In place of the invalid provision or to fill the gap, an effective and enforceable provision is deemed agreed, with retroactive effect, that most closely fulfills the legal and commercial purpose that was intended by the parties or that the parties would have intended given the sense and purpose of the particular agreement had they considered this aspect when concluding the agreement.