

General Terms and Conditions of RTL AdAlliance GmbH for the sale of advertising spaces via the Self-Service Platform

§ 1 Scope of T&C

1. RTL AdAlliance GmbH („**RTL AdAlliance**“) undertakes the marketing of advertisements on internet sites and within the linear broadcast-TV via HbbTV-technology („**ATV**“) and procures the placement of advertising spaces in video content (e.g. In-/Out-Stream or banner) that can be retrieved from such online sites or Apps or provides advertising spaces in ATV (together: „**Inventory**“). RTL AdAlliance provides the aforementioned on the basis of agreements in electronic form that RTL AdAlliance executes with advertisers and/or agencies („**Advertiser**“; Advertiser and RTL AdAlliance together the „**Parties**“ and each a „**Party**“) within the RTL AdAlliance self-service platform („**Platform**“).
2. These T&C apply exclusively to all of RTL AdAlliance's services and products together with the conditions of the offer including its annexes provided by RTL AdAlliance to the Advertiser in the Platform with reference to these T&C („**Contract**“ or „**Contract Documents**“). These T&C as amended from time to time shall apply as a framework agreement for future contracts, without RTL AdAlliance having to reference these T&C again for each future contract. In the event of inconsistencies between these T&C and the Contract, the Contract shall take precedence over these T&C.
3. Conflicting provisions and provisions overlapping with the Contract Documents – in particular those in general terms and conditions of the Advertiser – do not become part of the Contract, even if those provisions are attached to an order of the Advertiser and even if RTL AdAlliance executes such order without objecting explicitly to such general terms and conditions.
4. The Contract is concluded in electronic form in the Platform. Subsequent amendments and supplements as well as any notice of termination shall always be in writing. This also applies for a waiver of the written form. Instead of the written form electronic form (Section 126a German Civil Code, *BGB*) or text form (Section 126b *BGB*) shall suffice. The Parties clarify that the form requirement is satisfied by the exchange of signed pdf. copies and by the usage of services like docusign or Adobe sign and the use of such docusign or Adobe sign services comply with the form requirement. Reminder, settings of deadlines and other declarations of intent in connection with the Contract shall always be in text form (Section 126b *BGB*).
5. The Inventory offered in the Platform for booking advertising campaigns does not constitute binding offers by RTL AdAlliance and are only intended as an invitation to submit binding offers by the Advertiser. The Advertiser may configure the intended campaigns and add them to a virtual shopping basket. By clicking the button at the end of the ordering process, the Advertiser may submit a binding offer for the purchase of the products added to the shopping basket. Before clicking the respective button, the Advertiser may change the content of the shopping basket at any time. After submitting the order, the order accepted by RTL AdAlliance will be shown in the account of the Advertiser in the Platform. The Advertiser may receive a separate order confirmation without the full copy of the accepted order. Additional Undertakings or ancillary agreements become only valid if they have been approved in writing by RTL AdAlliance.

6. The minimum amount for a single Contract is 5.000,00 EUR. Inventory may be booked up to 1 year in advance, provided that RTL AdAlliance cannot ensure that the booked Inventory is available after 6 months from the order date.
7. The Platform also displays Inventory that RTL AdAlliance offers as commissioner of publishers. Such Inventory cannot be booked through the Platform and has to be purchased outside the Platform. In the event that the Advertiser is interested in purchasing Inventory that RTL AdAlliance handles as commissioner, the Advertiser may contact RTL AdAlliance within the Platform for further details.

§ 2 Scope and Execution of Contract

1. RTL AdAlliance procures only the placement of advertising spaces. Any statements regarding possible placements and/or any order of advertisements, the moment of the placement as well as the volume of placements are made non-binding and without fixed character (*Fixcharakter*), shall not represent a guarantee and are conditioned upon technical feasibility.
2. RTL AdAlliance may refuse or delete advertising content and advertisements in its entire discretion, in particular, but not limited to, if advertising content contains information or representations that may be considered as pornographic according to Section 184 Penal Code (*StGB*) or content according to the Interstate Treaty on the Protection of Minors (*Jugendmedienschutz-Staatsvertrag*), that incite racial hatred according to Sections §§ 86, 131 StGB, that glorify or play down violence, that glorify war, that support terroristic associations, that incite criminal offense, that contain offensive statements, political promotion and/or other illegal content. Such refusal or deletion will be notified to the Advertiser. RTL AdAlliance's claim for remuneration remains unaffected hereby. The Advertiser may not claim any damages regarding the aforementioned.
3. RTL AdAlliance must only accept any change request of the Advertiser after the conclusion of the Contract regarding the marketing and placement of advertising spaces if the execution of such change request is remunerated separately and the Parties have mutually agreed an additional agreement prior to the execution of the change request. RTL AdAlliance will notify the Advertiser. In the event that such change request (recalculation) results in a delay of the agreed deadlines.
4. The Advertiser may stop the execution of a Contract at any time and may resume the execution of the Contract at any time during its term. In addition, the Advertiser may change any non-relevant CPM parameters (e.g. frequency capping) of a Contract within the Platform in its own discretion during the Contract term.
5. RTL AdAlliance may subcontract any of its obligations to third parties in its entire discretion.

§ 3 Obligations of the Advertiser

1. The Advertiser shall submit the information, data, files and other materials for the placement of the advertisements („Ads“) on time, completely and without deficiencies (in particular free of any malicious code, computer virus, trojans or other sources of damage), in accordance with the Contract Documents and fit for the intended purpose, in particular the respective presentation in the relevant environment and the booked type and size. In the event the Advertiser replaces existing Ads and/or adds new Ads during a campaign, such Ads will have to be resubmitted in accordance with this § 3.

2. The Advertiser shall submit standard Ads (e.g. banner, skyscraper, medium rectangle and similar) at least 5 working days, specials Ads (e.g. wallpaper, tandem ads and similar) and in- & out-Stream video Ads (e.g. pre-Rolls, overlay ads and similar) – all in their entirety - at least 7 working days ahead of the agreed first date of delivery, unless RTL AdAlliance has notified the Advertiser on time that the Ads need to be submitted earlier than aforementioned. Ads for advertising specials (sub- and microsites) shall be submitted earlier. RTL AdAlliance and the Advertiser will mutually agree the respective timeline. The Advertiser shall upload the Ads as image files that comply with the pixel formats requested by RTL AdAlliance directly in the Platform. The additional technical specifications of the Ads are currently found under https://www.ad-alliance.de/downloads/werbeformspezifikationen_2020_V6.pdf and for ATV under <https://smartclip.tv/resources/publications/addressable-tv-ad-guide-germany-2021/> (or any other URL as amended from time to time by RTL AdAlliance).
3. If RTL AdAlliance determines that the Ads do not comply with the specifications, RTL AdAlliance will notify the Advertiser.
4. When uploading the Ads, the Advertiser will notify in writing the details necessary for the billing of the collecting societies (e.g. GEMA) and social security/pension insurances (e.g. artist social funds) for sound carriers, in particular producer, composer, title and length of used music. In the event there is no such notice, the Advertiser guarantees, that no industrial sound carrier has been used und fully indemnifies according to § 10(1) of these T&C.
5. If the order cannot be executed due to (i) programmatic or technical reasons, (ii) force majeure, (iii) applicable law, or failures of third parties e.g. provider, network operators or service provider), the delivery of Ads will be rescheduled, insofar as the purpose of the delivery not affected. RTL AdAlliance shall inform the Advertiser thereof if reasonably possible. The claim for remuneration persists if the delivery is rescheduled within a reasonable time. If the delivery of Ads cannot be rescheduled, the Advertiser may reclaim the respective fee paid. All other claims of the Advertiser are excluded.
6. RTL AdAlliance will undertake the delivery of the Ads in the best possible way in accordance with the applicable technical standards. The playback quality depends on the materials provided by the Advertiser. Both Parties acknowledge, that it is impossible to playback the Ads without any deviations according to the state of the art. Therefore, any deviation doesn't represent a deficiency, in particular if caused by (i) failure of networks of other, computer breakdowns of third parties (e.g. other provider), (ii) by incomplete or not updated offers on so called proxy servers (intermediate caches) of other providers or online services, or (iii) an outage of the ad servers that does not last longer than 24 hours (consecutively or added) within 30 days.
7. In the event of improper delivery (in particular not in time, incomplete and/or not in accordance with technical specifications) and for Ads without sufficient labelling, RTL AdAlliance declines any liability for the agreed delivery of the Ads. In such a case, RTL AdAlliance is entitled to otherwise assign the agreed placements, until the proper delivery of the Ads. The re-execution of the respective order of the Advertiser will be at RTL AdAlliance's discretion taking into account the preferences of the Advertiser. If Ads placements cannot be (i) executed, (ii) executed as agreed, or (iii) executed belatedly due to the aforementioned reasons, the Advertiser will remain liable to pay the entire remuneration that has been agreed. All compensation claims of the Advertiser are excluded in this case.

8. RTL AdAlliance declines all liability for the materials provided by the Advertiser and shall in particular not be obligated to store or return such materials to the Advertiser, unless the Parties have explicitly agreed otherwise.
9. The Advertiser ensures that all data provided will be kept in machine readable form and shall be reconstructable with reasonable efforts.
10. The Advertiser grants all rights necessary for the delivery of the Ads in respect of time and territory to fulfil the Contract with the possibility to sublicense or transfer such rights to third parties.

§ 4 Edits, Suspension rights

1. RTL AdAlliance may edit Ads provided and amend as well as correct such Ads (in particular their technical specifications, programming and sizes) to the extent that such edits are necessary or useful for the placement of the Ads on the Inventory and/or the processing in the ad server system. The Advertiser needs to approve edits of Ads that relate to the content and/or graphical design according to Section 182 BGB.
2. If the Ads are not obviously and clearly recognizable as advertising, RTL AdAlliance or the operator of the respective website may identify the Ads as advertising, in particular label them with the word „advertisement“ or „advertising“, mark them with „-w-“, in case of mobile services and/or remove them away clearly from editorial content for label them with another legend or mark to clarify their advertising character.
3. RTL AdAlliance may suspend the delivery of Ads temporarily or permanently if the Advertiser edits the content of the Ads retrospectively himself or the content that is referenced by hyperlink is edited retrospectively, or if there is reasonable belief that the content of a mobile site or website that is referenced through the hyperlink in the Ads is illegal. The Advertiser assumes the costs for the replacement or the edits of the Ads. RTL AdAlliance will remove the suspension once the suspicion is finally rebutted. All claims for remuneration remain unaffected hereby. The Advertiser may not claim any damages in relation to the aforementioned.

§ 5 Remuneration

1. Unless otherwise explicitly set out, the remuneration is set out in the Contract. All prices are exclusive of VAT (if applicable) on the invoice date.
2. Any discounts granted by RTL AdAlliance relate only to pure media-advertisings. Design costs for advertising materials are exempt from discounts.
3. Separate expenditures of RTL AdAlliance, e.g. for materials, final art works, translations, auditive und audio-visual advertising media, courier costs, author corrections, travel expenses, other expenses, organisation or procurement expenses, copyright transfers as well as technical cost e.g. sets, intermediate recordings , photos, photo prints, tools, creation of Ads and costs of specialised third parties, will be separately invoiced at cost if accrued and not explicitly set out in the order confirmation and/or within the Advertiser's account in the Platform.

§ 6 Reporting/tracking, due date, prepayment and securities, payment, late payment

1. The Platform provides real-time reporting with hourly updates.

2. The Advertiser shall pay the remuneration for the placement of the Ads cashless and free of charge to the bank accounts designated by RTL AdAlliance on the invoice. Bills of exchange and cheques are only accepted on account of performance. Invoices will be issued on a monthly basis.
3. Unless otherwise agreed, invoices are payable within 30 days after receipt and without deductions. Unless otherwise agreed, RTL AdAlliance will send the respective invoice on the twentieth day of the month after the month that has been invoiced to Advertiser.
4. Notwithstanding this § 6, RTL AdAlliance may request a prepayment in the amount of the defined remuneration or reasonable securities for remuneration with a yet undefined amount. RTL AdAlliance has a right of retention in this regard, in particular to withhold delivery of the Ads.
5. The Advertiser may set off claims of RTL AdAlliance if his claim is undisputed or legally established. The Advertiser may only claim a right to refuse performance or a right of retention, if the remuneration claim of RTL AdAlliance and the claim of the Advertiser flow from the same contractual agreement.
6. The Advertiser has to verify invoices immediately upon receipt. Any objections have to be raised in writing within reasonable time after receipt of an invoice. After such reasonable time, the invoice is deemed to be accepted by the Advertiser. The relevant moment to meet the aforementioned deadline is the receipt of the objection by RTL AdAlliance.
7. The remuneration will solely be calculated on the basis of the numbers measured by RTL AdAlliance.
8. The Platform permits the implementation of third-party tracking technologies by the Advertiser. However, such third-party tracking technologies are restricted to a whitelist of approved third-party tracking providers, as specified by the respective publisher from time to time. RTL AdAlliance is not responsible for the acceptance of any Advertiser implemented third-party tracking technologies by the publisher and the publisher's decisions regarding data handling or the selection of third-party tracking technologies for acceptance.
9. The Advertiser is responsible for the management of any potential or actual during a campaign flight. If the agreed number of ad impressions or ad clicks is already reached before the end of a campaign flight, the Parties will mutually agree a higher remuneration or an earlier termination of the respective campaign.

§ 7 Termination

1. Each Party may terminate the Contract for convenience upon 30 days' notice. The termination shall be in writing.
2. A cancellation of the Contract needs to be in writing. A handling fee in the amount of 50% of the net remuneration applies to a cancellation before the start date of the delivery. If RTL AdAlliance receives the cancellation after the start date, the Advertiser will pay RTL AdAlliance 100% of the net remuneration, unless the Advertiser proves that the damage does not exist or is substantially lower.
3. Regardless of the contractual conditions, a termination for cause is always possible. A good cause that allows termination for either Party is if (i) a notice of opening of insolvency procedure has been filed against a Party or insolvency proceedings have

been opened or such opening having been denied for lack of assets, (ii) enforcement measures against a Party having been unsuccessful or enforcement measures against a Party have been imposed and have not been abrogated within 1 month (e.g. arrest abrogation); or (iii) a Party is in breach of material provisions of the Contract and/or these T&C. A good cause that allows termination for RTL AdAlliance is in particular also, if (i) the Advertiser ceases its payments or the pecuniary circumstances of the Advertiser deteriorate materially after the execution of the Contract; (ii) the majority of shares in the Advertiser has changed (Change of Control); (iii) the Advertiser is in breach of applicable data protection laws; and/or (iv) the Advertiser breaches intellectual property.

§ 8 Transfer of risks and warranties

1. In relation to all marketing activities, RTL AdAlliance is only responsible for the proper delivery of the Ads to the respective operator of the website and in the case of ATV for the proper delivery on Inventory. The Advertiser is responsible for the provision of the Ads to RTL AdAlliance.
2. RTL AdAlliance may allow the delivery of Ads via an external ad server on request. In this case, the Advertiser guarantees that the system used complies with the following technical requirements: (i) Use of a market standard ad server, (ii) Use of a market standard load balancing method, (iii) 24/7 support, (iv) Availability: Uptime of at least 99,2% (monthly basis), (v) Use of cache-busting and/or (vi) Compliance of applicable data protection laws. If and when the used system does not fulfil the aforementioned requirements, RTL AdAlliance may suspend the respective campaign. The ad impressions to be delivered and all other obligations of RTL AdAlliance are reduced accordingly. The claim for remuneration is unaffected hereby. The Advertiser will send the Ads to an address that he needs RTL AdAlliance to ask for. The lead-time according to § 3(2) T&C apply. RTL AdAlliance reserves the right to complain about unsuitable Ads. This also applies in relation to changes of Ads with a campaign that has already started.
3. If the Ads are not properly delivered on the moment originally agreed, RTL AdAlliance is only entitled and obliged, to make up within reasonable time. RTL AdAlliance shall inform the Advertiser of necessary amendments to the Ads that the operator of the website has communicated. If RTL AdAlliance refuses the supplementary performance or if the supplementary performance fails 2 times or the Advertiser may reasonably refuse the supplementary performance, the Advertiser may rescind the Contract or claim for a pro-rata reduction of the remuneration. Irrelevant deficiencies do not allow for rescission.
4. In case of substantial deficiencies that relate to a successful rendering of services (works) proven by the Advertiser, RTL AdAlliance shall provide supplementary performance through either by delivery of a deficient free work or by remedy of the deficiency – the choice being at RTL AdAlliance's entire discretion. During supplementary performance, the Advertiser may not rescind the Contract or ask for reduction of remuneration. The Advertiser is not entitled to reimbursement of expenses by the Advertiser or by third parties commissioned by the Advertiser if after the supplementary performance has been executed. In case supplementary performance ultimately fails, the Advertiser is entitled to reduction or rescission. The limitations set forth in § 9 hereof apply to claims of damages or reimbursement of expenses caused by deficiencies. The Advertiser shall have no other rights than the ones set forth in § 8(3) hereof in relation to deficiencies.
5. The Advertiser has to notify deficiencies in the delivery of Ads in writing. Any claims for deficiencies of the Advertiser are conditioned upon the proper fulfilment of the

examination and notification obligation according to Section 377 German Commercial Code (*HGB*). The relevant moment for the fulfilment of the aforementioned obligations is the first delivery of the Ads on a test site.

6. Additional rights, in particular claim for damages, are excluded in accordance with § 9 hereof.
7. In case the Advertiser raises unjustified claims for deficiencies, the Advertiser will reimburse all costs in relation to RTL AdAlliance's respective evaluation efforts and to provides services during evaluation and remedy of unjustified claims, if he is liable for the demands against RTL AdAlliance.

§ 9 Liability, limitation of liability

1. RTL AdAlliance shall only be fully liable in the event of intent and gross negligence on the part of its legal representatives and/or vicarious agents as well as in the event of the absence of characteristics for which RTL AdAlliance has assumed a guarantee. In the event of negligence, RTL AdAlliance shall only be liable if this breaches an obligation, which is essential for achieving the purpose of the Contract (*cardinal obligation*) - and only to the extent of the foreseeable damage typical of the Contract and limited to an amount corresponding to the overall amounts invoiced to the Advertiser under the Contract during the 6 months prior to the event causing such liability. In this case, RTL AdAlliance shall also not be liable for indirect damages, consequential damages and/or loss of profit. Any further liability is excluded. The limitations of liability in this Par. 9(1) shall also apply in favour of representatives, employees and third parties acting on behalf of RTL AdAlliance.
2. The limitations of liability set forth in the preceding § 9(1) shall not apply to liability for personal injury (injury to life, body, health), fraudulently concealed deficiencies and liability based on mandatory statutory provisions, in particular under the German Product Liability Act (*ProdHaftG*).
3. Liability for data loss caused by negligence, shall be limited to the typical cost of recovery that would have been incurred if backup copies had been made regularly and in accordance with the risks involved.
4. If RTL AdAlliance only arranges services of third parties (e.g. photographers, illustrators, service-provider, database developers, etc.) for the Advertiser or for the operator of the website on behalf of the Advertiser, RTL AdAlliance is only liable for the diligent selection of such third parties. The contracting party of such third parties will be the Advertiser.
5. RTL AdAlliance does not assume any guarantee or liability for the content of websites, even if they can only be accessed via the website where the Ads are shown.
6. RTL AdAlliance does not assume any liability for recommendations, advice, indications or similar unbinding acts under or outside the Contract, in particular in relation to the distribution and shifting of marketing budgets („**Non-binding Information**“). RTL AdAlliance does not assume any liability für the actuality, correctness, completeness or quality of the Non-binding Information. The aforementioned also applies, if the Advertiser requests additional services beyond the delivers of Ads (e.g. analysis of user behaviour based on reporting standards).

§ 10 Explicit guarantees of the Advertiser and RTL AdAlliance, indemnification

1. The Advertiser is solely liable for the content and placement of the Ads. The Advertiser guarantees that he owns all rights (in particular copyrights, trademark rights and all other picture and naming rights) in relation to the Ads provided and that the content of the Ads does not infringe or violate applicable law, legal or administrative prohibitions, good behaviour (*gute Sitten*) or any third-party rights.
2. RTL AdAlliance guarantees that the technology used for the delivery of Ads does not violate any property rights according to Act on Copyright and Related Rights (*UrhG*), other industrial property rights (e.g. patents) und third party rights. If claims for infringement of rights are raised with respect to the RTL AdAlliance technology, RTL AdAlliance may, at its option: (i) modify or replace the RTL AdAlliance technology in a way that no aforementioned rights are violated and the agreed functionalities and specifications of the technology are still available, or (ii) procure the Advertiser the right for further use by agreement with the right owner. If the aforementioned is commercially unreasonable for RTL AdAlliance, each Party may terminate the Contract immediately.
3. The Parties keep each other indemnified against all third party claims that result from the breach of the guarantees set out in §§ 10(1) and 10(2) ("**Claim**") including the costs associated with such Claim. As a prerequisite for the exercise of the foregoing indemnification obligations, the indemnified party must (i) promptly notify the indemnifying party in writing of any such Claim; (ii) cooperate with the indemnifying party in defending the Claim, in particular by promptly providing the necessary information and documents; and (iii) give the indemnifying party the right to control the defence of such Claim (including the choice of counsel) while taking into account the justified interest of the indemnified party; provided, however, that the indemnifying party shall not enter into any settlement without the prior written consent of the indemnified party. The indemnified party may request a counsel of its choice to defend its interests. The indemnifying party will assume the costs of such counsel only in accordance with the Attorney Remuneration Act (*Rechtsanwaltsvergütungsgesetz*).

§ 11 Statute of limitations

All claims against RTL AdAlliance for damage or reimbursement of wasted expenses are barred after 2 years upon Advertiser becoming aware of the damage or should have become aware. Regardless of Advertiser being aware or should have become aware, damage claims are barred 3 years upon the event that has caused the damage. The aforementioned limitation shall not apply in cases where RTL AdAlliance acted with intention or gross negligence, in case of personal damage or liability arising from mandatory law, in particular from the ProdHaftG. This § 11 does not apply to time limits for defects.

§ 12 Confidentiality, privacy, data usage rights

1. RTL AdAlliance and the Advertiser undertake to not disclose to third parties (except to its affiliated companies according to Sections 15 et seq. Stock Corporation Act (*AktG*)) any and all information, documents, knowledge and experience known or made available to the other Party in the course of the execution of the Contract (including the fact that the Contract was concluded) ("**Confidential Information**"). Confidential Information of RTL AdAlliance includes in particular but is not limited to information relating to know how, business models, processes, techniques and concepts. The Parties undertake to reasonably protect the Confidential Information against unauthorized disclosure, damage and destruction. Each Party will inform every person that is granted authorized access to the Confidential Information about

the rights of the other Party to such Confidential Information and the obligation to keep it confidential and will ensure that such person is bound in writing to confidentiality in accordance with the confidentiality obligations of these T&C.

2. The confidentiality obligation pursuant to § 12(1) hereof shall not apply to Confidential Information disclosed by a Party if and to the extent that (i) such Confidential Information was already lawfully in its possession prior to disclosure and without confidentiality obligation; (ii) such Confidential Information was disclosed without its fault or otherwise became generally known through with no fault of such Party; (iii) such Confidential Information was lawfully disclosed to it by one or more third parties after conclusion of the Contract without confidentiality obligation, i.e. without breach of the Contract by the receiving party; (iv) it is released for disclosure in writing by the disclosing party; (v) it has been independently developed by the disclosing party or any of its affiliated companies according to Sections 15 et seq. AktG at the time the Contract became effective or thereafter, regardless of disclosure by the other Party; (vi) it has been made available by the disclosing party to a third party without any corresponding confidentiality obligations or restrictions; (vii) it must be disclosed in accordance with statutory or administrative provisions, if the disclosing party is immediately notified of this requirement and the scope of the disclosure is restricted as far as possible, or must be disclosed pursuant to a court or administrative decision, if the disclosing party is immediately notified of this decision and if there is no possibility to challenge the decision; or (viii) its disclosure to third parties is necessary for the performance of the Contract. The Party invoking the foregoing exceptions shall bear the burden of proof
3. Each Party shall be entitled at all times and, upon the written request of the other Party, obligated to immediately destroy all Confidential Information, including all copies and/or reproductions thereof, even if in an electronic nature, and to give written confirmation thereof to the other Party. This shall not apply (i) if the information and documents obtained are no property of the disclosing party in accordance with the purpose of the Contract; (ii) if the receiving party is obligated by law to store them independently and may not to delegate such obligation to third parties; or (iii) in so far as the information and documents may be needed for evidence purposes due to ongoing or pending lawsuits. Confidential Information is also excluded from the aforementioned obligation to destroy if it is secured automatically by backups made by data backup systems to which there is no systematic access. Otherwise, there will be no right of retention.
4. The confidentiality obligations under this § 12 shall continue to apply for a period of 2 two years after the Contract has expired or terminated.
5. RTL AdAlliance is entitled to use the cooperation with the Advertiser as reference for its own marketing purposes, in particular in marketing materials (tombstones), press releases or in the internet (e.g. on its homepage). In this regard, RTL AdAlliance is entitled to use the company name and the brand presence of the Advertiser (e.g. logo, trademark).
6. RTL AdAlliance and the Advertiser will agree on additional publications, press releases or other communications that go beyond § 12(5) hereof before their release.
7. The Parties shall comply with all applicable data protection laws. The Advertiser ensures that RTL AdAlliance is informed about all relevant facts that RTL AdAlliance needs to be aware due to reasons of data protection and confidentiality. Access data (username, password, etc.) intended for the protected data access of the Advertiser must be stored carefully and must not be made accessible to unauthorized third parties. If the Advertiser becomes aware that an unauthorized third parties has

obtained access data or if there is a reasonable suspicion, the Advertiser shall inform RTL AdAlliance immediately in writing.

8. The Advertiser grants RTL AdAlliance a non-exclusive, transferable, worldwide and royalty-free usage right to use the data provided by the Advertiser for the duration of the Contract if necessary to provide the services. In addition, the Advertiser grants RTL AdAlliance a non-exclusive, transferable, perpetual, worldwide and royalty-free usage right to use the data collected during the term of the Contract in anonymous form.
9. RTL AdAlliance may delete all data that the Advertiser has provided or that have been collected during the term of the Contract without prior notice after termination or expiry of the Contract

§ 13 Place of Execution, Forum

1. Place of execution of all services by RTL AdAlliance is Hamburg.
2. Any disputes under the Contract and these T&C may be brought exclusively (if legally permissible) in the courts located in Hamburg (Germany) and the Parties hereby consent to the personal jurisdiction and venue of these courts.

§ 14 Miscellaneous

1. The most recent version of the T&C in the moment of execution of the Contract applies to the Contract. RTL AdAlliance reserves the right to amend these T&C at any time for future business transactions. In the event of an existing Contract, the intended change must be communicated to the Advertiser in writing. The changes will be deemed approved if the Advertiser does not raise objections in writing. RTL AdAlliance shall provide a special notice as to this consequence in the announcement of the changes. The written objection must be received by RTL AdAlliance within 4 weeks of the notification of the changes. If such objection is raised, the Contract will remain in force without the proposed changes. The right of the parties to terminate the Contract remains unaffected.
2. The Advertiser is not entitled, without prior written consent of RTL AdAlliance, to assign or transfer all or part of its rights and/or duties under the Contract and these T&C to a third party, unless this Agreement stipulates explicitly otherwise. RTL AdAlliance is entitled to transfer and/or assign all or part of its rights and duties under this Agreement to an affiliated company according to Sections 15 et seq. AktG.
3. The Advertiser may not assign its claims – notwithstanding Section 354a HGB – to third parties. The Advertiser has no right of retention – for whatever legal reason – in relation to Confidential information and/or other objects that belong to RTL AdAlliance.
4. Only German law applies under exclusion of its conflict of law provisions and the United Nations Convention on the International Sales of Goods from 11 April 1980.
5. Should one or several provisions of these T&C be or become fully or partly invalid, the validity of the remaining provisions of these T&C will not be affected thereby.

Hamburg, September 2024