

GENERAL TERMS AND CONDITIONS FOR ONLINE MEDIA

The following General Terms and Conditions (hereinafter referred to as the 'GTCs') govern the relationship between the Marketer and the Customer with respect to issuing and processing advertising orders for online media marketed by the Marketer, provided there is no other written agreement to the contrary. Where these do not fall within the scope of the General Terms and Conditions for Newspapers or Magazines, the GTCs shall also apply to advertising orders for mobile and tablet PC applications ('apps') and mobile websites and e-papers marketed by the Marketer. The Customer may access, print, download or save these GTCs at any time at www.media-impact.de/en/agb.

1. Definitions

1.1 'Offer' pursuant to these GTCs is the Marketer's offer to publish one or more advertisements in media, information and communication services, particularly the World Wide Web (hereinafter referred to jointly as 'online media') for the purpose of dissemination. If not expressly designated as a binding offer, the Marketer's offers remain subject to change without notice, i.e. they are non-binding, and shall be subject to the availability of the services offered.

1.2 'Advertising order' pursuant to these GTCs is a Customer's offer to publish one or more advertisements or other promotional materials (hereinafter referred to jointly as 'promotional materials' or 'advertisements') on behalf of an advertiser or other party purchasing advertising space (hereinafter referred to jointly as 'advertisers') in online media for the purpose of dissemination. The Customer may be an agency or an advertiser.

1.3 An advertisement pursuant to these GTCs can consist of one or more of the following elements: an image and/or text, sequences of sounds and/or moving images (incl. banners, video), a graphic or text linking to the offer of the contract partner or from the integration of contents of the partner to the online media, in which case the partner is responsible for the integrated content (i.e. deep integration).

1.4 'Marketer' refers to Media Impact GmbH & Co. KG for all online media marketed by it, even if such online media are operated by third parties. With respect to the marketing of online media of B.Z. and/or BILD BERLIN-BRANDENBURG by Axel Springer SE, the latter shall take the place of Media Impact GmbH & Co. KG. For marketing of online media of Axel Springer Auto Verlag GmbH by Axel Springer SE, the latter shall take the place of Media Impact GmbH & Co. KG. For marketing of online media of the COMPUTER BILD Group by Axel Springer SE, the latter shall take the place of Media Impact GmbH & Co. KG. For marketing of online media of the SPORT BILD Group, Axel Springer SE shall take the place of Media Impact GmbH & Co. KG.

1.5 'Usage-based online advertising' pursuant to these GTCs is any online advertising that is delivered based on a user's previous internet usage and the assignment of a user to a particular target group based on this usage behaviour.

2. Conclusion of contract

2.1 Provided there is no individual agreement to the contrary, a contract for an advertising order shall be concluded when the advertisement is published (in the case of multiple advertisements, this refers to the first advertisement) in the online media marketed by the Marketer or on written confirmation from the Marketer. If the Marketer provides a binding offer, the contract shall be concluded when the Customer accepts the offer.

2.2 Should there only be an overall advertising volume specified in the advertising order, the Marketer shall determine the extent and scheduling of the individual publication of advertisements, depending on availability, in agreement with the Customer or otherwise at its reasonable discretion taking into consideration the Customer's interests. The Customer shall ensure that the contractual publications are actually booked within the contract term.

2.3 If agencies issue an advertising order, the contract shall be concluded with the agency, subject to any other written agreements. The agency shall, on request and before conclusion of the contract, be obligated to provide the Marketer with proof of its commercial licence by submitting an extract from the Commercial Register as well as proof of mandate.

2.4 Advertising orders from advertising and media agencies shall only be accepted for advertisers that are explicitly specified by name. An advertisement for the products or services of a party other than the advertiser specified in the order requires the Marketer's prior written consent in all cases.

2.5 If the Marketer has third-party market orders or agreements, the third party shall act as the Marketer's representative and on its behalf.

2.6 If agency commissions are not excluded, an agency fee of 15% of the net invoice amount shall be paid on all orders for booking of advertising space issued by an advertising agency recognised by the Marketer, i.e. on the invoice amount excluding value added tax and after deduction of any discounts. The fee thus expressly excludes set-up fees, technical costs and remuneration for creative services, plus all targeting products.

2.7 Any amendments of and additions to contracts and deviations from these GTCs must be made in writing. For contract amendments and additions, this also applies to cancellation of the written form clause.

2.8 In the case of orders submitted by agencies, the Marketer reserves the right to also forward order confirmations to the agency's customer.

2.9 If the Customer books advertisements for online media from the Marketer under contract, without said advertisements being exclusively marketed by the Marketer, or advertisements other than online advertisements, the Marketer shall

be unable to offer a binding commitment for the scheduling of advertisements. Any and all details of publication dates are therefore to be understood as subject to change.

3. Publication of advertisements

3.1 The design and editorial authority over the websites marketed by the Marketer are the responsibility of the respective online media outlet. With respect to booked advertisements, the Marketer therefore reserves the right to postpone publication as well as the right to change the structure of sites and/or designations for sections at any time. If advertisements are only to be published on certain dates or in certain parts of online media, this requires express agreement with the Marketer. A minor relocation of the online advertisement within the agreed setting is permissible if the relocation has no significant influence on the advertisement's advertising impact. The orders for these advertisements must be submitted to the Marketer early enough that the Customer can be informed before the publication date if the order cannot be carried out as requested. Classified advertisements are published in the relevant category without the need for a specific agreement.

3.2 Irrespective of publication in online media, the Marketer shall be entitled, but not obligated, to publish advertisements in other online media owned and operated by the Marketer and its affiliated companies within the scope of technical feasibility. The artwork submitted for online media may be adapted as needed.

3.3 Advertisements are offered and delivered as multi-screen (websites, mobile websites, apps, Accelerated Mobile Pages, etc.) as standard. The Marketer is free to choose the allocation of the advertisements across the channels. After consultation and corresponding amendment of the offer, the Marketer may restrict dissemination to certain channels.

3.4 Exclusion of competing advertisements is generally not guaranteed.

3.5 Except where special contractual agreements determine otherwise, the Marketer shall run the online advertisements in the advertising space during the booked period and/or until the booked media service is fulfilled. The Marketer shall report to the Customer on the number of AdImpressions and/or AdClicks accrued during the campaign in a format to be determined by the Marketer. For long-term campaigns, monthly statements shall be issued. In the event of under-delivery, the Marketer – to the extent possible and appropriate – shall provide a follow-up supply of the number of AdImpressions agreed with the Customer. This follow-up supply – subject to any special agreements in writing – shall generally occur during or after the period agreed in the contract.

3.6 Measurement of billable metrics (such as AdImpressions, views) is determined by the number of billable metrics identified by the Marketer's ad server. The Customer is at liberty to prove that the actual measurement differs from this figure. However, a discrepancy of 10% or less shall not be taken into account.

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3.7 If the Customer proves pursuant to para. 3.6 that the actual measurements differ from the measurements provided by the Marketer by more than 10%, the following shall apply to billable metrics that exceed the 10% discrepancy (hereinafter referred to as 'excess discrepancy'):

The Customer must inform the Marketer of the excess discrepancy without delay and, if possible, during the campaign period by sending an email to ads@axelspringer.de. The Parties shall jointly examine the reason for the excess discrepancy and endeavour to remedy the underlying cause. If it transpires that the error arose during the measurement of billable metrics by the Marketer, the measurements provided by the Marketer as calculated without the identified error ultimately apply. If the underlying cause cannot be clearly identified, the Parties shall take the mean of the number of billable metrics.

4. Customers obligations, labelling of advertisements, and Marketer's right of refusal

4.1 The Customer is responsible for ensuring that the content it provides, particularly advertisements and the websites to which the respective advertisement refers, is designed in such a way that the content does not breach statutory provisions and, in particular, that it complies with the provisions set down in the German Youth Protection Act, the German Press Act, the German Competition Act, the German Data Protection Act, the German Criminal Code and the German Media Services Act.

4.2 In the case of deep integration of the Customer's websites in online media by means of iFrame or a direct integration (hereinafter referred to as „Customer's websites“), the Customer is required to identify its websites with an information about the cooperation by labelling it „A service by...“. The Customer is free to use its own trademark for this label. Inasmuch as the cooperation label or Customer's trademark uses an external link, only a no-follow link is permitted. The Customer's websites need to be equipped with the legal information and privacy policy above the footer of the relevant online media that is being integrated. The Customer's websites, excluding the header and footer, are to be run on behalf and under sole responsibility of the Customer. This includes supporting the users of the Customer's websites.

4.3 In the event of a breach of clause 1 and 2, the Customer shall indemnify the Marketer for any and all costs incurred by the Marketer as a result of such breach, including the costs for legal defence, in full and upon its first request to do so. The Marketer has no obligation to review the advertisements before publication online or in print.

4.4 The publication of usage-based online advertising for the Customer requires the Customer to be in possession of certification in accordance with the IAB Europe EU Framework for Online Behavioural Advertising („EDAA-OBA certification“). By ordering the publication of usage-based online advertising, the Customer

confirms possession of an EDAA-OBA certification. The Customer is required to provide the Marketer with the relevant certification on request. The Customer is required to respect advancing standards such as IAB Europe TCF 2.0.

4.5 The Marketer reserves the right to refuse to publish advertisements or other promotional materials, particularly if their content breaches laws or regulatory provisions, if an objection to their content has been lodged by the German Advertising Standards Council in complaint proceedings or if their publication would harm the rights of third parties or the Marketer's interests because of their content, design, origin or technical form. Rejection of an advertisement shall be communicated to the Customer immediately. The Marketer has the right to reject advertisements whose design resembles the design of the online media in which they are to appear in order to preserve its journalistic integrity. Advertisements that are designed to look like articles must feature a font other than the online media's standard font and be marked with the word 'Advertisement'. Advertisements that do not appear to be promotional publications because of their format must be clearly marked as such by the Marketer with the word 'Advertisement'.

4.6 Promotional materials that contain advertising by or for third parties (tie-in advertising) require the prior written consent of the Marketer in all cases. The advertisers must be specified by name. The Marketer reserves the right to charge a tie-in premium or to offer a different discount.

4.7 The Customer must maintain websites that are to be linked to from its advertisements for the entire term of the contract.

4.8 If the Customer has been or is warned about the content of an advertisement or if it has entered into or enters into a legally binding obligation to refrain from using certain content, the Customer must inform the Marketer to this effect immediately. If the Customer fails to abide by this obligation, the Marketer shall not be liable for the damage caused by the Customer as a result of the repeated publication of the advertising (content) that is subject to complaint.

4.9 The Marketer is entitled to suspend the publication of booked advertisements if and to the extent that, or so long as, the Customer has changed the content which is linked via hyperlink from the banner and/or there is suspicion of unlawful advertisements and/or unlawful content of a linked website and/or an infringement of third-party rights and/or the Customer is in default on payment of the remuneration. This applies particularly to cases where third parties assert claims against the Marketer or the Customer arising from publication of the booked advertisement or, in the case of investigations by government authorities, because of such content. This does not affect the Marketer's claim to remuneration.

5. Transmission of online advertising

5.1 The Customer is responsible for the proper delivery of templates that particularly conform to the Marketer's guidelines or technical specifications for the creation and transmission of online advertising (please refer to the information on technical specifications for online advertising at <https://www.mediaimpact.de/specs/index.html>) including all content, information, data, files and other materials required for the advertisement (hereinafter referred to as 'templates'); these must be provided in full, free of errors and viruses and in good time (i.e. no less than five working days before publication) and adequately marked to enable use by the Marketer. If the Marketer is commissioned to publish usage-based online advertising, the guidelines for the Customer may require in particular that the promotional materials to be published be delivered with the relevant OBA icon already implemented. Undesired publication results caused by the Customer deviating from the Marketer's recommendations do not justify claims for a price reduction. The Marketer is not obligated to review content for completeness or accuracy.

5.2 The Customer must pay the costs incurred by the Marketer for changes to templates requested or caused by the Customer.

5.3 The Customer must ensure that digital files that contain templates are free from computer viruses before they are sent. In particular, the Customer is obligated to use commercially available anti-virus programs that meet the latest technical standards at all times. If the Marketer discovers a harmful element as described above in a file sent to it, the Marketer shall refrain from using this file and, if necessary to prevent or limit damage (in particular, to prevent the harmful element from entering the Marketer's IT equipment), delete it; the Customer shall not be entitled to assert a claim for damages in this case. The Marketer reserves the right to assert claims for damages against the Customer if a harmful element infiltrates its systems because of actions by the Customer that result in the Marketer incurring damage or loss.

5.4 For deliveries of advertisements that are not made on time or are incomplete and/or not compliant with the technical specifications, the Marketer is entitled to use the intended placement for other purposes until error-free delivery is made. The contract shall then be executed at a later date at the Marketer's discretion. The Customer is nevertheless obligated to pay the booking price in full.

5.5 If an advertising order is not carried out or is carried out incorrectly because the Customer breaches its duties of cooperation, particularly if it does not submit templates on time or if the copy is incomplete and/or defective or if it has been labelled incorrectly or deleted as defined in para. 5.3, the Marketer shall still be entitled to the agreed remuneration.

5.6 Irrespective of the submission of digital copy, a written order that contains information about the content of the advertisement must be issued. Delivery of

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templates alone does not constitute an issued order.

5.7 For editorial coordination, each Party shall appoint a responsible contact.

5.8 In exceptional cases, the Marketer may allow the delivery of advertisements through an external ad server. In this case, the Marketer reserves the right to inspect advertisement designs before publication and also to reject such publication where necessary. The Customer is obligated to supply these advertisement designs to the Marketer for the purposes of inspection and to also present any subsequent changes to the Marketer.

6. Defects

6.1 If the published advertisement does not meet the contractually agreed level of quality or service, the Customer shall be entitled to a discount or to a replacement advertisement free of defects, but only to the extent that the purpose of the advertisement has been affected. The Marketer has the right to refuse to offer a replacement advertisement or republication if (a) doing so would require a level of effort that is grossly disproportionate to the Customer's performance interest in view of the content of the contractual obligations and the principles of good faith, or (b) the Marketer would only be able to do so at a disproportionately high expense. If the Marketer allows the legally stipulated deadline for publication of a replacement advertisement or other promotional materials to lapse or if the replacement advertisement/republication once again contains errors, the Customer shall be entitled to a discount or to cancel the order. If the defects in the advertisement or other promotional materials are minor, the Customer shall not have the right to cancel the order.

6.2 The Customer shall check the advertisement immediately after first publication. The claims for defects must be asserted with the Marketer immediately after publication, unless said defects are not obvious, in which case the deadline shall be six months.

6.3 The Marketer shall be liable for all damages, irrespective of whether they arise from breach of contractual obligation or from tort liability, pursuant to the following provisions:

(a) In the case of gross negligence, liability to commercial entities shall be limited to compensation for customary and foreseeable damage and loss; this limitation shall not apply if the damage and loss is caused by the Marketer's legal representatives or senior staff.

(b) In the case of simple negligence, the Marketer shall only be liable if a material contractual obligation has been breached, a warranty has been provided or there has been fraudulent misrepresentation. Material contractual obligations are those obligations, whose fulfilment is a prerequisite for a proper performance of the contract and observance of which the contractual partner may trust in. Liability in such cases is limited to customary and foreseeable damage and loss. In the case

of liability for damage and loss that is only customary and foreseeable, there shall be no liability for indirect damage and loss, consequential damage and loss, or lost profits.

6.4 All claims asserted against the Marketer as a result of a breach of contractual obligation shall lapse within one year from commencement of the statutory period of limitation, provided such claims do not arise from intentional or grossly negligent conduct.

6.5 For claims asserted based on the German Product Liability Act and in the event of injury to life, limb or health, the Marketer shall have unlimited liability in accordance with the statutory provisions.

7. Preview screenshots

Preview screenshots of links shall only be provided at the Customer's express request. The Marketer shall correct all errors of which it is advised before publication or by the deadline set when the screenshots are sent to the Customer.

8. Payments

8.1 Invoices are issued monthly based on the provision of the services. Invoices may also relate to parts of the overall order. The final invoice is issued following the end of the complete provision of services, unless otherwise agreed in individual cases. Payment terms: payable immediately upon receipt of invoice net cash, unless otherwise agreed in these GTCs or in writing in individual cases. A discount in the amount of 1% of the invoiced amount incl. VAT shall be granted on pre-payment of the entire invoiced amount before the beginning of the provision of service or a direct debit authorisation submitted upon issue of the order at the latest. The Marketer reserves the right in justified cases (such as a new business relationship) to demand advance payment before publication. If it has been agreed that the direct debit method shall be used to pay invoices, the Marketer shall be obligated to inform the Customer of the amount and date of the debit in advance. This pre-notification must be given at least one business day prior to the account debit.

8.2 The Customer may only offset the Marketer's claims with uncontested or legally established claims. The Customer shall only be entitled to exercise the right of retention if the counter-claim is uncontested or legally established and it is based on the same contractual relationship.

8.3 The Marketer may also suspend the further execution of an ongoing advertising order or agreement until payment is received and may demand advance payment for the remaining advertisements.

8.4 If there is justified cause to doubt the Customer's ability to pay, the Marketer shall be entitled to make the publication of further advertisements contingent

on advance payment of the amount due as well as payment of any outstanding amounts, and it may do so during the term of the contract and irrespective of any payment terms that were originally agreed.

9. Specimen copy

Upon request, the Marketer shall provide a specimen copy (screenshot) for advertisements and other promotional materials; the Marketer reserves the right to demand separate remuneration for this. If the Marketer is no longer able to provide a specimen copy, it may instead provide legally binding certification that the advertisement has been published and disseminated.

10. Prices

10.1 Prices are always subject to the applicable statutory value added tax; this applies in particular to prices specified in advertising orders.

10.2 The Marketer shall be entitled to change prices at any time with effect for the future. Price changes for advertising contracts shall be effective if they are announced by the Marketer at least one month before the advertisement is to be published; in this case, the Customer shall be entitled to a right of withdrawal. The right of withdrawal must be exercised in writing within 14 days of receipt of the notice of change regarding the price increase. The right of withdrawal shall not apply to orders processed as part of a long-term obligation. In this case, changes to the price list are effective immediately unless agreed otherwise.

11. Affiliated companies

If a joint discount applies to affiliated companies, written proof of the advertiser's group status is required. Affiliated companies pursuant to this provision are companies between which there is an equity interest of at least 50%. For joint stock companies, proof of group status must be provided by submitting confirmation from an auditor or by submitting the last annual report; for partnerships, such proof may be provided by submitting an extract from the Commercial Register on the Marketer's request. The group discount must be asserted when the contract is concluded at the latest. Subsequent assertion of discounts shall not be recognised retrospectively. Group discounts offered outside of the price list require express written confirmation from the Marketer in all cases. Group discounts are only granted for as long as the entity is part of the group. The end of the group affiliation must be reported to the Marketer immediately; when the group affiliation ends, the group discount shall end as well.

12. Transfer and warranty of rights

12.1 The Customer is responsible for ensuring that the templates it provides, particularly advertisements and websites to which they refer, do not breach the rights of third parties; it declares in particular that it is the owner of all rights of use and exploitation required for publication online and of the templates it provides as well as content published on its websites and that it is entitled to dispose of these rights. If the Marketer creates the advertisement, the Customer also declares that

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it owns all of the rights necessary for the creation of the advertisement. In this respect, it shall indemnify the Marketer against all claims by third parties on first request. This includes expenses for legal defence. The Customer shall be obligated to support the Marketer in its legal defence against third parties by providing it with information and documents.

12.2 The Customer assigns the Marketer a non-exclusive copyright, ancillary copyright, trademark right and any other rights to the content made available to the latter that may be necessary to produce and publish the advertisement in print, online and in all types of electronic media, including the internet, particularly the right to reproduce, distribute, transmit and broadcast the copy, to make the copy available to the public, to retrieve the copy from a database and to access including all known technical processes and all known forms of online media, in relation to as much content and for as long as may be necessary to carry out the order. The Marketer also receives the right to self-promotion of the Marketer and the respective items for an unlimited period of time. In all cases, the above-mentioned rights are transferred without territorial limitation and may be transferred to third parties.

12.3 This granting of rights applies expressly to usage through fixed and mobile communication networks and methods, including all digital and analogue transmission and distribution techniques, particularly through cable, radio, fixed and mobile satellite networks and microwave, all known and future transmission methods (particularly WAN, LAN, WLAN, broadband, VHF, GSM, GPRS, EDGE, UMTS, HSDPA, HSUPA, DVB-T and DVB-H), protocols and languages (such as TCP/IP, IP, HTTP, WAP, HTML, cHTML and XML) and including rendition on all receivers, particularly stationary, mobile and ultramobile computers, televisions, set-top boxes, (hard-drive) video recorders, mobile telephones, tablets, mobile digital assistants (MDAs), personal digital assistants (PDAs) and mobile internet devices (MIDs), and encompasses usage in the scope of telecommunications, telemedia and radio broadcast services (such as web and mobile portals, applications, widgets, RSS, SMS, MMS, email, messenger and message services and regardless of whether these are configured as push or pull services) and in the scope of any type of advertising and/or public relations work (including using the content as an integral component of online advertising, including banners, videos, screenshots, audio samples, teasers, newsletters, titles and names for the business activity, services or products of the Marketer, online media marketed by the Marketer and/or by third parties).

12.4 Any concepts and elements that the Marketer's offers are based on are protected by copyright and competition law and must be treated confidentially by the Customer. In particular, these concepts may not be shared in their original or modified form with third parties or used by the Customer outside the scope of the contract for its own purposes.

12.5 If a graphic file or otherwise the name, logo, company symbol, trademark, work title or other business designation is used in connection with the advertisement, the Customer shall grant the Marketer a non-exclusive, non-transferable right to use the graphic file or corresponding trademark or symbol in the respective advertisement for the duration of the contract.

12.6 Advertising motifs (promotions) designed for the Customer by the Marketer may only be used for advertisements in the titles/issues booked with the Marketer. No other rights are granted.

13. Term

13.1 The contract shall end on expiry of the agreed contract term.

13.2 Where the Parties have not expressly agreed a contract term, in case of doubt the publication of advertisements must be withdrawn by the Customer within half a year of the contract coming into effect.

13.3 The right to extraordinary termination of the contract for due cause after giving prior warning remains unaffected by this. The termination must be carried out in writing. In particular, a right to immediate termination for due cause shall exist if, despite written warning, one of the Parties repeatedly breaches material contractual obligations, fails to remedy ongoing contractual breaches within a reasonable period of time or fails to remedy the consequences of such breach, or if a warning and/or an injunction has been issued to or against one and/or both Parties and/or an online medium published by the Marketer as a result of a contractual service, or the Marketer has reasonable grounds to believe that the Customer and/or the content it provides breach applicable statutory provisions, in particular the German Criminal Code, the Interstate Treaty on the Protection of Minors in the Media or applicable advertising regulations; reasonable grounds shall be said to exist if the Marketer has evidence of a breach of statutory provisions, in particular as a result of the initiation of a preliminary investigation against the Marketer, the Customer and/or the online media distributed by the Marketer or following a request for an official comment by the competent authorities. Grounds for immediate termination shall also exist if enforcement measures are initiated against one of the Contractual Parties and such measures are not cancelled within one month.

14. Disruptions to the contractual relationship caused by force majeure

If the execution of the contract proves impossible in full or in part for grounds that are not attributable to the Marketer, particularly computer failure, force majeure, strike, statutory provisions, disruptions within a third party's area of responsibility (e.g. other providers), network operators or service providers or similar reasons, the Parties herewith agree to fulfilment after expiry of the contract term. This does not affect the claim to remuneration. If the execution of a contract proves impossible in full or in part for grounds that are attributable to the Customer, the pertinent statutory provisions apply.

15. Involvement of third parties

The Customer requires the prior written consent of the Marketer in order to transfer some or all of its rights and obligations arising from the advertising order. The Marketer shall be authorised to use the services of third parties in order to fulfil its obligations arising from the advertising order.

16. Confidentiality and the press

16.1 Provided there is no written agreement to the contrary, the Contractual Parties shall treat as strictly confidential the details of the contractual relationship, in particular its prices and terms and conditions, as well as any business secrets of which they become aware from the respective other Party, whether directly or indirectly, in the course of executing the contract. The foregoing provision shall not apply if there is a court or official order to disclose such details or if disclosure is necessary for legal enforcement of one Contractual Party's rights against the other. The Marketer shall also be entitled to disclose the content of advertising orders to engaged third parties pursuant to para. 15 and affiliated companies pursuant to Section 15 et seq. of the German Stock Corporation Act. This obligation shall be valid for the entire term of the contract and for an unlimited period after it has been terminated.

16.2 The Marketer shall be allowed to make known the gross advertising revenue from the Customer and advertisers at the product level to Nielsen Media Research or similar institutions for publication.

16.3 Press statements and other public declarations to third parties about the business relationship between the Marketer and the Customer or regarding the details of any agreements that have been made require the prior approval of the Marketer. This also applies to the publication of logos supplied by the Marketer.

17. Data protection and use of anonymous data

17.1 The Parties agree that they will generally not process any personal data of the other Party under this contract. This does not apply to the operational and commercial execution of this contract (such as the storage of the Parties' contacts). Neither the Customer nor the Advertiser shall in particular collect or otherwise process data of end users or data related to them (such as website users or app users).

17.2 Should a Customer or Advertiser, contrary to para. 17.1, collect data and/or otherwise process data from the placement of advertising material in online media, the Customer guarantees compliance with the following regulations. Data in the sense of the aforementioned sentence are - without being an exhaustive list - data related to users, devices, software that is being used by protocols such as http(s), cookies, web beacons, finger-printing, or other technologies in apps; in the case of deep integrations, the frame or the relevant (sub)page does count as an advertisement as well.

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a) Such data may only be processed by the Customer of Advertiser after consulting with the Marketer. Customers or Advertisers will abide by the relevant legislation (such as the General Data Protection Regulation (GDPR), the German Data Protection Act (BDSG) and the German Telemedia Act (TMG) or the corresponding legislation of other legislatures). In any case, the 'Tracking Guidelines' and the 'Tracking Guidelines for native integrations' apply, available at: https://www.mediaimpact.de/data/uploads/2020/01/media-impact-tracking-guidelines_stand-januar-2020.pdf. The mentioned user data may only be processed anonymously or pseudonymously; the Customer and/or the Advertiser may never combine such data with data of the carrier of the pseudonym.

b) Irrespective of the approval referred to in para 17.2 a), the Parties agree that an integration of advertising material causes them to be Joint controllers in the sense of art. 26 GDPR, if this integration would encompass that the Customer or Advertiser receives personal data without an action of the end user (cf. ECJ C-40/17–Fashion-ID). In these cases advertising material will be integrated based on the Agreement of Joint Control, which is attached as Appendix 1 and to be agreed upon separately. For other cases, the Parties agree to be individually responsible and not to cooperate in the framework of a contractual processing (art. 28 GDPR).

18. Order cancellations before commencement of provision of service

The Customer may cancel contracts after they have come into effect. Cancellations of contracts must be made in writing and addressed to the Customer's contact person in the Marketer's office. The Marketer grants cancellation free of charge up to three weeks before the agreed provision of service commences. The Marketer's receipt of the written cancellation shall be used to determine the date of the cancellation. If cancellation does not occur within this period, the Customer must pay 30% of the net order value, plus VAT. In case of daily fixed placements, 70% of the net order value, plus VAT are due. Cancellation is not possible after the provision of the service has commenced. For the booking of cooperation advertising formats, such as cross-media packages, competitions, influencer campaigns or content integration, cancellation may occur up to six weeks before publication begins. If this period is not adhered to, the Customer must pay 30% of the net order value (gross order value less VAT at the statutory rate) plus VAT at the statutory rate due on this amount as a cancellation fee. Technical costs and costs for creative services for the booking which are incurred up to the point of cancellation shall be invoiced to the Customer in full.

19. Final provisions

19.1 Any additional business terms and conditions contained in the price list shall apply in addition to these General Terms and Conditions.

19.2 The Customer shall be notified of amendments to these GTCs in writing and at www.media-impact.de/en/ under 'Media Data/General Terms and Conditions'. They shall be regarded as accepted by the Customer if it does not object to them in writing within one month of notification.

19.3 The validity of the Customer's contractual terms or terms and conditions of business is expressly excluded. This shall also apply even if the Marketer has not expressly objected to the validity of the Customer's terms and conditions and/or the Marketer provides services without objecting to the Customer's terms and conditions, i.e. it publishes advertising online and in print without objection.

19.4 The place of performance is the Marketer's head office. The place of jurisdiction for lawsuits shall be the Marketer's head office. German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

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Appendix 1

Agreement

between Joint Controllers – Art. 26 GDPR

between

[Media Impact GmbH & Co. KG]

[Street]
[ZIP + City]
[Country]

– ‚Publisher‘ –

and

Customer/Advertiser

[Street]
[ZIP + City]
[Country]

– ‚Advertiser‘ –

regarding their mutual existing or yet to be agreed upon contract („main contract“) designated

§ 1 – Parties to the Agreement

This agreement is concluded as a bilateral agreement between the Publisher and the Advertiser (referred to individually as ‚Party‘, jointly as ‚Parties‘).

§ 2 – Background

2.1 The Publisher operates or markets the digital offers specified in supplement 1 (websites, mobile apps, etc.) (the ‚Digital Offers‘) in which target group specific advertisements and/or contents are placed.

2.2 The Advertiser participates in the placements of target group specific advertisements or contents and/or rendering other services in the Digital Offers with its products specified in supplement 2 (the ‚Products‘).

2.3 The Parties agree to be Joint Controllers in the sense of Art. 26 GDPR inasmuch as the Publisher enables the Advertiser to collect the categories of personal data specified in supplement 2 with its Products in the Digital Offers (the ‚Joint Data Collection‘). This also applies in the case of a third party data processor commissioned by the Publisher and/or the Marketer.

2.4 This Agreement (the ‚Agreement‘) transparently specifies the Parties‘ responsibilities for the Joint Data Collection in conformity with the GDPR.

2.5 This Agreement does not establish an association between the Parties in terms of company law. Neither Party grants the other Party any right of representation to make legally binding statements.

2.6 The Parties shall make available an abridged version of this agreement to concerned persons upon request, omitting para. 6 and 8 as well as supplement 2.

Hence the Parties agree the following—

§ 3 – Scope of joint responsibility; legal foundation

3.1 The Parties have analysed the decision regarding the purposes and means of data processing taking into account legal, regulatory and statutory sources, and have come to the following conclusion:

(i) The Parties determine the purposes and/or the means only for joint data processing as Joint Controllers in the sense of art. 26 GDPR; ;

(ii) for all subsequent data processing, particularly data storage and further processing, each party decides independently with individual and sole responsibility regarding the purposes and means; there is no joint responsibility in the sense of art. 26 GDPR.

3.2 Data shall not be transmitted between the Parties.

3.3 The Parties have stipulated the legal foundation for Joint Data Collection for each individual Product in supplement 2.

§ 4 – External relations – responsibilities in terms of data protection legislation

4.1 The concerned person may assert its rights derived from the GDPR and in relation to the Joint Data Collection against each Party (art. 26 para. 3 GDPR).

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4.2 The Parties assert declaratively that each Party is liable for all damages of third parties caused by a Joint Data Collection that was not in accordance with the GDPR. A Party is free from liability if it can prove that it has not caused the circumstance leading to the damage by any means (art. 82 GDPR).

§ 5 – Internal relations – contractual responsibility

5.1 Within the framework of the Parties' internal relationship, the Advertiser shall be solely responsible for a Joint Data Collection conforming to the GDPR.

5.2 The Advertiser shall take appropriate technical and organisational measures to ensure the safety of the Joint Data Collection in accordance with art. 32 GDPR.

5.3 The advertiser shall fulfil the notification and reporting obligations resulting from art. 33 and 34 GDPR in relation to the Joint Data Collection.

5.4 The Advertiser shall carry out the data protection impact assessment in acc. with art. 35 GDPR, if applicable.

5.5 The Publisher supports the Advertiser in the GDPR conforming data collection in acc. with para. 5.2-5.4, 6-8 (the 'Publisher's Obligations').

§ 6 – Consent; objection; IAB TCF

6.1 Based on the legal foundations stipulated in supplement 2 regarding the Products, the Publisher shall enable users—

(a) to consent to the Joint Data Collection; or

(b) to object to the Joint Data Collection in a dialogue box in the Digital Offers.

6.2 In regard of para. 6.1, the Publisher may alternatively implement a status notification about the user's consent or objection in accordance with the technical standards of the IAB Europe Transparency & Consent Framework (IAB TCF) in its current version.

§ 7 – Collaboration regarding the rights of concerned persons; single point of contact

7.1 In terms of the Joint Data Collection, the Publisher declares itself as single point of contact in the Digital Offers for concerned persons (i.e. in the privacy policy section).

7.2 Requests of the concerned persons regarding the Joint Data Collection in acc. with art. 15-20 GDPR (the 'Requests of Concerned Persons') received by the Publisher will be immediately forwarded to the Advertiser. The Advertiser will comply with the Requests immediately. The same applies to complaints.

7.3 The Parties may mutually agree on a standardised response to the Requests of Concerned Persons by the Publisher.

7.4 Upon request, the Advertiser will immediately inform the Publisher about the response to a Request of a Concerned Person.

§ 8 – Collaboration in other non-contentious matters

8.1 Each Party shall maintain a processing registry for the Joint Data Collection; this may be as part of another processing registry. The Parties shall make available to one another an excerpt of their processing registry regarding the Joint Data Collection upon request and free of charge.

8.2 The Parties shall immediately inform one another if the requesting Party requires the information in order to fulfil its data protection obligations.

8.3 Each Party shall support the other Party in the fulfillment of the GDPR requirements to a reasonable extent.

§ 9 – Collaboration in contentious matter; Liability

9.1 Should Concerned Persons, regulatory authorities, competitors or other entitled actors lodge claims against a Party outside of court in relation to an allegedly illegal Joint Data Collection (the 'Claim'), it will inform the other Party about such Claim immediately.

9.2 If and in as much as a Claim is lodged against the Publisher, and if and in as much as this Claim is not based on the Publisher's Obligations, the Advertiser shall indemnify the Publisher for any and all Claims, particularly Claims for damages (art. 92 GDPR) and fines (art. 93 GDPR), and shall fully indemnify the Publisher for reasonable costs of legal proceedings and legal defence. Contingent claims for damages of the Publisher regarding damages beyond the aforementioned costs remain unaffected.

9.3 The Publisher shall confer with the Advertiser on the subsequent legal defence. In particular, the Publisher shall not undertake any legal actions, accept claims, make payments or settlements, use or give up or let legal remedies or appeals lapse, or engage legal representatives without consent of the Advertiser.

§ 10 – Costs

Each Party shall bear the costs incurred in fulfilling its obligations arising from this agreement.