

GENERAL TERMS AND CONDITIONS ONLINE MEDIA –

Media Impact GmbH Co. KG

(Valid from November 2022)

The following General Terms and Conditions (hereinafter "the GTC") govern the relationship between the marketer and the client for the placing and execution of advertising orders for online media marketed by the marketer, unless agreed otherwise in text form. In so far as these do not fall within the scope of the General Terms and Conditions Newspapers / Magazines, the GTC also shall apply for advertising orders for applications ("Apps") and mobile websites and e-papers marketed by the marketer. The client can access, print out and also download and store these GTC at any time under www.mediaimpact.de/en/agb.

1. Definitions

1.1 "Offer" within the meaning of these GTC is the marketer's offer for the placing and publishing of one or more advertising materials in media, information and communications services, in particular the World Wide Web (hereinafter jointly "online media") for the purpose of dissemination. Unless expressly marked as a binding offer, the marketer's offers are non-binding and are subject to the proviso of the offered services being available.

1.2 "Advertising order" within the meaning of these GTC is a client's offer on the placing and publishing of one or more adverts or other advertising material (hereinafter referred to collectively as "advertising material" or "advert") of an advertiser or other advertising space buyer (hereinafter referred to collectively as "advertiser") in online media for the purpose of dissemination. A client can be an agency or an advertiser itself.

1.3 Advertising material within the meaning of these GTC can comprise inter alia one or more of the following elements: an image and/or text, sequence of sounds and/or moving images (inter alia banner, video), graphic or text from which the partner's offer is linked, or from the inclusion of the partner's contents in the online media.

1.4 "Marketer" is Media Impact GmbH & Co. KG for all online media it markets, even if they are operated by third parties.

In the case of the marketing of B.Z. and/or BILD BERLIN-BRANDENBURG online media by Axel Springer SE, this shall take the place of Media Impact GmbH & Co. KG. In the case of the marketing of Axel Springer Auto Verlag GmbH online media by Axel Springer SE, this shall take the place of Media Impact GmbH & Co. KG. In the case of marketing of COMPUTER BILD Group online media by Axel Springer SE, this shall take the place of Media Impact

GmbH & Co. KG. In the case of marketing of SPORT BILD Group online media by Axel Springer SE, this shall take the place of Media Impact GmbH & Co. KG. In the case of the regional marketing of online media by Axel Springer SE, this shall take the place of Media Impact GmbH & Co. KG. Regional marketing arises if an advertising order is performed by regional marketing offices. The pertinent marketer can be found in the order confirmation.

1.5 "Usage-based online advertising" within the meaning of these GTC is any online advertising material addressed to a certain target group by means of personal data of the actual or presumed assignment.

2. Conclusion of contract

2.1 In the case of an advertising order, a contract comes about, unless expressly agreed otherwise in a specific case, through publication of the advertising material (in the case of several advertising materials the first advertising material) in the online media marketed by the marketer or the marketer's confirmation in text form.

In so far as the marketer makes a binding offer, the contract comes about through the client's declaration of acceptance.

2.2 If the advertising order only determines a total advertising volume, the marketer shall carry out the size and scheduling of the individual advert placements depending on availability in liaison with the client, otherwise at its due discretion taking the client's interest into account. The client shall ensure that the contractual placements are also booked within the term of the contract.

2.3 In so far as agencies place advertising orders, the contract comes about with the agency, subject to differing agreements in text form. The agency undertakes to provide the marketer with a commercial register extract which shows the brokering of advertising orders as proof of trade and a proof of mandate upon request.

2.4 Advertising orders from advertising and media agencies shall only be accepted for advertising clients with an exactly defined name. Advertising for the products or services of advertisers other than named during the booking shall require the marketer's prior consent in text form in every case.

2.5 In so far as the marketer has orders or closings marketed via third parties, those third parties shall act as the marketer's agent and for the latter's account.

2.6 In so far as the granting of agency commission is not excluded, a 15% agency fee on the net invoice value, i.e., on the invoice total without value-added tax and after deduction of

discounts, shall be paid for all orders for the booking of advertising space placed via an advertising agency accredited by the marketer. Excluded herefrom are setup fees, technical costs and also remunerations for creative services and all targeting products.

2.7 Changes and additions to a contract and also deviations from these GTC shall require the text form. For changes and additions to contracts, this shall also apply for revoking the written form clause.

2.8 In the case of agency bookings, the marketer reserves the right to pass on booking confirmations to the agency's client, too.

2.9 If a client books advertising material under a contract with the marketer for online media which are marketed not only by the marketer, and/or advertising material above and beyond online advertising material, the marketer cannot give any binding commitment on the scheduled placing of the advertising material. All and any details about publication dates are thus to be understood as subject to change.

3. Publication of adverts

3.1 The design and editorial control over the websites marketed by the marketer lies with the pertinent online media. The marketer therefore reserves a postponement right with respect to booked advertising material and also the right to change the structure of the pages and/or the designation of the areas at any time. If adverts are to be published only on certain publication dates or in specific positions of the online media, this shall require an express agreement with the marketer. A minor relocation of the online advertising material within the agreed environment is possible, if the relocation has no significant negative influence on the advertising impact of the advertising material. The orders for such adverts must be received by the marketer in such good time that the client can be informed before publication if the order cannot be executed in that manner. Classified adverts shall be published under the appropriate heading without this requiring an express agreement.

3.2 Independently of the publication in online media, the marketer is entitled but not obligated to also publish placed advertising orders within the framework of what is technical possible in other online media of the marketer and companies affiliated with it. The templates available for the online media can thereby be adapted to the pertinent requirements.

3.3 Advertising material shall be offered and delivered by the marketer on a multiscreen basis (website, mobile website, App, accelerated mobile pages, and suchlike) by default. The marketer is thereby free in the allocation of the advertising material over the channels. Upon

consultation and corresponding adjustment of the offer, the marketer shall restrict the display to certain channels or distribute the display by arrangement.

3.4 Advertising material shall also be delivered to non-consent traffic (coverages without or with only partial granted user consent or coverages with user opt-out of processing of personal data).

3.5 Exclusion of competing adverts is never assured.

3.6 The marketer shall post the online advertising material in the advertising space - apart from special contractual agreements - during the booked time period and/or until the booked media performance is reached. The marketer shall report the number of ad impressions and/or ad clicks delivered during the campaign to the client in a format specified by the marketer. In the case of long-term campaigns, there shall be a monthly actual statement. In the case of short-falls, the marketer shall - in so far as possible and reasonable - carry out an additional delivery as per the ad impressions agreed with the client. The additional delivery shall be effected - subject to any special agreements in text form - during or following the time period agreed in the contract.

3.7 Insofar as the marketer is obliged to continuously optimize the clients advertising campaigns, the marketer will regularly evaluate the available campaign reports from social media posts or other advertising media and, if necessary, with regard to campaign goals and the achievement of the clients targeted key performance indicators (KPI) and in consultation with the client, make possible optimizations, for example when targeting the advertising measures or adapting the advertising material.

3.8 The number determined by the marketer's adserver shall be definitive for measuring the settlement-relevant metrics (e.g. ad impressions, views). The client shall be entitled to prove that the actual number differs therefrom. Any deviation of not more than 10% shall be irrelevant in all and any case, however.

3.9 If the client proves a deviation pursuant to Clause 3.6 of the actual numbers from the numbers determined by the marketer of more than 10%, the number of the settlement-relevant metrics exceeding the 10% deviation (hereinafter "excess deviation") shall be governed by the following provision:

The client has to report the excess deviation to the marketer without undue delay and, in so far as possible, during the campaign period by email to ads@axelspringer.de. The parties shall jointly analyse the reason for the excess deviation and strive to remedy the cause of it. In so far

as the cause is established to be an error in the marketer's determination of the number of the settlement-relevant metrics, then those numbers which the marketer would have determined without the established error shall be deemed definitive. If the cause cannot be clearly established, the parties shall average the number of settlement-relevant metrics accordingly.

3.10 On non-consent traffic, the client cannot as a rule measure with a personal reference. Tracking or measurement is not possible without users' consent to the processing of their personal data. The marketer, on the other hand, can measure the settlement-relevant metrics (e.g. ad impressions, views) on the websites without personal reference through its technical connection. Accordingly, Clauses 3.6 and 3.7. shall not apply for this traffic. Non-consent traffic shall be settled pursuant to the marketer's numbers.

4. Duties of the client, labelling advertising materials and the marketer's right of refusal.

4.1 The client shall be responsible for the contents provided, in particular his advertising material and the websites to which the advertising material points, being so designed that they do not breach statutory provisions and in particular comply with youth protection, press, competition, data protection, criminal and media services law provisions.

4.2 In the event of a breach of Clause 4.1, the client shall hold the marketer free and harmless from all and any costs incurred by the marketer as a result, including legal defence costs, in their entirety upon first request. The marketer owes no duty to examine the advertising material prior to placing and publishing the same.

4.3 The placing of use-based online advertising for the client/ advertiser presupposes that the client/advertiser is certified to the IAB Europe OBA Framework ("EDAA-OBA certification"). With the order to place use-based online advertising, the client/advertiser confirms that it holds such EDAA-OBA certification. The client/advertiser undertakes to prove corresponding certification to the marketer upon demand. The client/advertiser undertakes to heed updated standards such as IAB Europe TCF 2.0 1. (or later) and the current version of the Tracking Guidelines (<https://www.mediaimpact.de/de/unkategorisiert/uebersicht-tracking-guidelines-whitelist>)

4.4 The marketer reserves the right to refuse adverts or other advertising material in particular if their contents breach laws or official regulations or their contents have been objected to by the German Advertising Council in complaint proceedings or their publication breaches rights of third parties or the interests of the marketer due to the content, the design, the origin or the technical form. Adverts can also be rejected, if they do not meet the Tracking Guidelines (retrievable at <https://www.mediaimpact.de/en/tracking-guidelines-media-impact-for->

advertisers-and-agencies-for-use-on-the-platforms-we-market). Any refusal of an advertising material shall be notified to the client without undue delay. In the case of advertising materials whose appearance resembles the editorial design of the online media, the marketer reserves a right of objection within the scope of its journalistic remit. Advertising material with an editorial design must be clearly distinct from the basic font of the online media and be marked with the word "advert". Advertising materials which are not apparent as adverts due to their design can be clearly marked as such by the marketer with the word "advert".

4.5 Advertising material containing the advertising of or for third parties (joint advertising) shall require the marketer's prior consent in text form in each individual case. The advertisers are to be named. The marketer reserves the charging of a joint-advertising surcharge and/or different discount rate.

4.6 The client has to keep the websites to be linked by the advertising material in place during the entire term of the contract.

4.7 If the client has already been given or is given a written warning or has already rendered or renders a cease-and-desist declaration because of the content of advertising material, the client undertakes to inform the marketer to that effect without undue delay. If the client breaches this duty, the marketer shall not be liable for the harm incurred by the client from a repeated publication of the challenged advert (contents).

4.8 The marketer shall be entitled to suspend the placing and publishing of the booked advertising material, in so far as the client has changed the contents which are to be linked to from the banner by means of hyperlinks and/or there is a suspicion of unlawful advertising material and/or unlawful content on one of the linked web pages and/or of breach of rights of third parties and/or the client is in default with the payment of the remuneration. This shall apply in particular in cases of third-party rights being asserted against the marketer or the client for the placing and publishing of the booked advertising material or in the case of investigations by public authorities into such contents. This shall be without prejudice to the marketer's claim to remuneration.

5. Transfer of online advertising media

5.1 It shall be the client's responsibility to supply corresponding compliant templates including all the contents, information, data, files and other materials required for the advertising material (hereinafter "templates"), in particular in the format or the technical marketer's specifications for creating and transmitting online advertising media (see the information about technical specifications for online advertising material, retrievable at <https://www.>

[mediainpact.de/en/digital-formats](https://www.mediaimpact.de/en/digital-formats) and the Tracking Guidelines specifications (<https://www.mediaimpact.de/en/tracking-guidelines-media-impact-for-advertisers-and-agencies-for-use-on-the-platforms-we-market>) completely, free of defects and viruses and also in good time, i.e., unless agreed otherwise, 5 working days before publication at the latest, and to mark the same appropriately for use by the marketer. If the marketer is commissioned to place use-based online advertising, the technical specifications to be met by the client can in particular stipulate that the advertising material to be placed shall be sent with the OBA icon already implemented. Undesired publication results which arise from the client's deviation from the marketer's recommendations shall not give rise to any claim for a price reduction. The marketer owes no duty to check the contents for completeness and correctness.

5.2 The client shall bear the marketer's costs for changes to the layouts requested or caused by the client.

5.3 Before sending layouts digitally, the client shall ensure that the files sent are free from computer viruses. To that end, the client is in particular obligated to use customary anti-virus programs which represent the current technical state of the art. If the marketer discovers sources of harm of the aforementioned nature on a file sent to it, the marketer shall no longer use that file and erase the same, in so far as this is required to prevent or limit harm (in particular to avoid the source of harm spreading to the marketer's IT system), without the client being entitled to demand damages in this context. The marketer reserves the right to resort to the client for damages if the marketer has suffered harm or losses from such sources of harm infiltrated by the client.

5.4 If the advertising material is delivered late, incomplete and/or not compliant with the technical specifications or the Tracking Guidelines, the marketer shall be entitled to fill the envisaged positions differently until there is proper and compliant delivery. The contract shall then be rendered later at the marketer's discretion. The client shall nevertheless be obligated to pay the full booking price.

5.5 If an advertising order is not carried out or carried out wrongly, because the client has breached participation duties, in particular supplying templates late, incompletely and/or with defects or wrongly labelled or the same were deleted pursuant to Clause 5.3 or technical specifications or the Tracking Guidelines were not implemented, the marketer shall still have a claim to the agreed remuneration.

5.6 Independently of the delivery of the digital advertising material, an order in text form with motif marking has to be placed. Supplying the advertising material alone shall not constitute the placing of an order.

5.7 The parties shall each nominate a responsible person for coordination of the contents.

5.8 In exceptional cases, the marketer can permit the provision of advertising materials via an external adserver. In such cases, the marketer reserves the right to view those advertising banners before their placing and to refuse such placing where appropriate. The client undertakes to present the marketer with those advertising banners for audit and also to inform the marketer about any retrospective changes.

6. Defects

6.1 If the publication of the advert does not meet the contractually owed quality or performance, the client shall be entitled to reduction of payment or a satisfactory replacement advert, albeit only to the extent that the purpose of the advert was impaired. The marketer shall have the right to refuse a replacement advert or replacement publication if (a) this requires an effort that is grossly disproportionate to the client's interest in performance with regard to the content of the obligation owed and the principles of good faith, or (b) this would be possible for the marketer only with unreasonably high costs. If the marketer allows a reasonable grace period granted for the replacement advert or publishing the other advertising material to lapse or the replacement advert/replacement publication is once again not defect free, the client shall have a right to reduction of payment or cancellation of the order. In the case of minor defects in the advert or the publication of the other advertising material, cancellation of the order shall hereby be excluded.

6.2 The client shall check the advertising material without undue delay after the first placing. Notices of defects must be asserted against the marketer without undue delay after publication, unless the defect in question is not apparent, in which case the period shall be six months.

6.3 The marketer shall be liable for all harm, be it under breach of contractual duty or tort, subject to the following provisions:

(a) In the case of gross negligence, the liability towards entrepreneurs shall be limited to reimbursement of the typical foreseeable harm; this restriction shall not apply, in so far as the harm was caused by the marketer's legal representatives or senior employees.

(b) In the case of simple negligence, the marketer only shall be liable, if a cardinal contractual duty was breached, a guarantee was given or in the case of wilful deceit. Cardinal

contractual duties are such duties whose fulfilment renders the proper execution possible in the first place and on whose compliance the contractual partner does and may rely. In such cases, the liability is restricted to typical foreseeable harm. In the case of liability for typical foreseeable harm only, there shall be no liability for indirect losses, consequential losses or foregone profit.

6.4 All claims against the marketer under breach of contractual duties shall be time barred one year from the start of the statutory time period, unless they are based on intentional or grossly negligent behaviour.

6.5 In the case of claims under the Product Liability Act and also fatality, personal injury or impairment of health, the marketer shall have unlimited liability under the statutory provisions.

7. Preview links

Preview links shall only be supplied upon express wish. The marketer shall take into account all error corrections reported to the marketer up to the placing or within the period set when the preview links are sent.

8. Payments

8.1 There shall be monthly invoicing on the basis of the services rendered. Said invoicing can also relate to parts of the entire order. The final invoice shall be sent after all services have been rendered, unless agreed otherwise in the specific case. Terms of payment: due and payable immediately after receipt of invoice net cash, unless agreed otherwise in these GTC or in a specific case in text form. Cash discount of 1% of the invoice amount including VAT shall be granted upon advance payment of the total invoice amount before the start of performance or if a direct debit authorisation is issued when the order is placed at the latest. The marketer reserves the right to demand advance payment prior to publication in reasonable circumstances, such as the start of new business dealings. If settlement of invoice by direct debit has been agreed, the marketer undertakes to notify the client about the amount and debit date in advance. Said pre-notification shall be provided one working day before debiting at the latest.

8.2 The client can offset the marketer's claims only against uncontested or final and binding claims. The client may only exercise a right of retention in so far as the counterclaim is uncontested or final and binding and is based on the same contractual relationship.

8.3 The marketer can postpone further performance of the current advertising order or closing up to payment and demand advance payment for the remaining adverts.

8.4 Where there are justified doubts about the client's solvency, the marketer shall be entitled to make the appearance of further adverts dependent on advance payment of the amount, regardless of an originally agreed payment period, and on the settlement of outstanding invoiced amounts also during the term of a contract.

9. Specimen copy (screenshot)

Upon request, the marketer shall supply a screenshot for adverts and other advertising material; the marketer reserves the right to demand separate reasonable remuneration therefor. If a specimen copy can no longer be procured, it shall be replaced by a legally binding certificate from the marketer on the publishing and dissemination of the advert.

10. Prices

10.1 Prices are always quoted net of the pertinent statutory sales tax; this shall apply in particular for prices quoted 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 are effective, if they are announced by the marketer at least one month before publication of the advert; in that case the client shall have a right of rescission. The right of rescission must be exercised in text form within 14 days of receiving the change notification concerning the price increase. The right of rescission shall not apply for orders to be carried out under a recurring obligation. In such cases, changes to the price list shall become effective immediately, unless expressly agreed otherwise.

11. Affiliated companies

If joint discounting applies for affiliated companies, this shall require proof in text form of the advertiser's affiliated status. Affiliated companies within the meaning of this Clause are companies between which there is capital participation of at least 50%. The affiliated status is to be proven for corporations by a public accountant's confirmation or presentation of the last annual financial statements, for partnerships by presentation of a commercial register extract upon the marketer's request. The group discount must be claimed when the contract is concluded at the latest. Later claiming shall not be recognized retrospectively. Group discounts outside the price list shall always require express confirmation in text form by the marketer. Group discounts shall only be granted for the duration of the affiliation. The ending of said affiliation is to be notified without undue delay; the ending of the affiliation shall also terminate the joint discounting.

12. Transfer of rights and guarantee

12.1 The client shall be responsible for provided templates, in particular his advertising material and the websites to which the pertinent advertising material link, not breaching rights of third parties; the client in particular warrants to be the owner of all rights of use and exploitation required for the placing and publishing of the provided templates and the content published on his website and that he is entitled to dispose over the same. In the case of advert production by the marketer, the client also declares that he holds all rights required to produce the advert. He shall to that extent hold the marketer free and harmless from all claims of third parties upon first request. This also includes legal defence costs. The client undertakes to support the marketer with information and documents in the legal defence against third parties.

12.2 The client shall transfer to the marketer the non-exclusive copyrighted use, neighbouring, brand and other rights, in particular the rights of reproduction, dissemination, transmission, broadcasting, to make publicly accessible, for extraction from a database and retrieval including all known technical methods and all known forms of online media, required for production and publication of the advertising in print, online and telemedia of all and any kind, including Internet, for the provided contents to the extent necessary in terms of time and content for the performance of the order. The marketer shall also receive the perpetual right for own promotion of the marketer and the pertinent items, including the right to use the contents and the achieved campaign KPIs as a show or industry case, the right to storage in and retrieval from a database, the archiving right and the right to make the same publicly accessible, in each case in conjunction with the publishing product for own purposes and by third parties. The aforementioned rights shall in all cases be transferred spatially unlimited and are freely transferable to third parties.

12.3 This granting of right shall apply expressly for use on fixed and mobile communications networks and devices, including all digital and analogue transmission and retrieval methods in particular via cable, wireless, fixed and mobile satellite networks and microwaves, all known and future transmission methods (in particular WAN, LAN, WLAN, broadband, UKW, GSM, GPRS, EDGE, UMTS, HSDPA, HSUPA and DVB-T and DVB-H) protocols and languages (such as TCP/IP, IP, HTTP, WAP, HTML, cHTML and XML) and including reproduction on all and any receiving devices, such as in particular stationary, mobile and ultramobile computers, TV sets, set-top boxes, (hard-drive) video recorders, mobile telephones, tablets, mobile digital assistants (MDA), personal digital assistants (PDA) and mobile internet devices (MID), and encompasses use within the framework of telecommunications, telemedia and radio

services (such as web and mobile portals, applications, widgets, RSS, SMS, MMS, email, messenger and notification services and regardless of whether the same are implemented as push or pull services) and within the framework of all and any form of advertising and/or publicity work (also using the content as an integral component of online advertising, for example within the framework of banners, videos, screenshots, audio samples, teasers, newsletters, titles and names for business activities, services or products of the marketer, the online media marketed by the marketer and/or by third parties).

12.4 All and any concepts and elements underlying the marketer's offers are protected by copyright and competition law and are to be treated by the client in confidence. Said concepts may in particular not be passed on to third parties either in this or any adapted form or be used by the client for own purposes outside the scope of the contract.

12.5 If a graphic file or in another manner the name, logo, company identifier, trademark, work title or other business designation is used in conjunction with the advertising material, the client shall grant the marketer the non-exclusive, non-transferrable right to use the graphic file or the corresponding mark in the pertinent advertising material for the term of the contract.

12.6 Advertising themes (promotions) designed by the marketer for the client may only be used for adverts in the titles/issues booked with the marketer to that end. No further rights shall be granted.

13. Term

13.1 The contract shall end when the contractual term expires.

13.2 Should the parties not have agreed an express term of the contract, then placements for the advertising material are, in the case of doubt, to be called down by the client within half a year of the contract coming about.

13.3 This shall be without prejudice to the right to extraordinary termination for good cause after prior written warning. The termination is to be effected in writing. A right to termination without notice for good cause arises in particular, if one of the parties repeatedly breaches a cardinal contractual duty despite a written warning, fails to cease or rectify the consequences of an ongoing breach of contract within a reasonable period, a written warning or an injunction has been obtained against one and/or both parties and/or against an online medium marketed by the marketer due to a contractually agreed performance or the marketer has a grounded suspicion that the client or the provided contents breach(es) valid legal provisions, in particular the Criminal Code, the Interstate Treaty on the Protection of Minors in the Media or the applicable

advertising guidelines; a grounded suspicion arises once the marketer has indications based on facts for a breach of legal provisions, in particular from the initiation of preliminary proceedings against the marketer, the client and/or the online media marketed by the marketer or from the direction of the pertinent authority to give a statement. There shall also be grounds for termination without notice if enforcement measures are conducted against one of the contractual parties and not ceased within one month.

14. Disruption of the contractual relationship through force majeure

If the contract cannot be performed as a whole or in parts due to reasons for which the marketer is not answerable, in particular computer failure, force majeure, strike, statutory orders, disruptions arising in the scope of responsibility of third parties (e.g. other providers), network operators or service providers or comparable reasons, the parties agree here and now to fulfilment even after the contractual term ends. This shall be without prejudice to the claim for remuneration. If the contract cannot be performed as a whole or in parts due to reasons for which the client is answerable, the pertinent statutory provisions shall apply.

15. Involvement of third parties

The client shall require the marketer's prior consent in text form for full or partial transfer of his rights and duties under the advertising order. The marketer shall be entitled to resort to third parties to fulfil its obligations under the advertising order.

16. Confidentiality and press

16.1 Unless agreed otherwise in text form, the contractual parties shall treat details of the contractual relationship, in particular the prices and conditions, and also business secrets made known to them directly or indirectly by the pertinent other party during the performance of the contract in strict confidence. This shall not apply, if a disclosure is ordered by a court of law or public authority or is required to uphold rights against the pertinent other contractual party before a court of law. The marketer is also entitled to disclose the content of the advertising order to the third parties involved pursuant to Clause 15 and to affiliated companies pursuant to Sections 15 ff. Corporation Act. The obligation shall remain binding during the entire term of the contract and indefinitely after the same ends.

16.2 The marketer shall be entitled to pass on the gross advertising sales of the client and advertisers at the product level to Nielsen Media Research or comparable institutions for publication.

16.3 Press releases and other public statements to third parties about the business relationship between the marketer and the client or concerning the details of agreements reached shall require the marketer's prior release. This shall apply likewise for logo presentations for logos supplied by the marketer.

17. Data protection and use of anonymous data

17.1 The parties are in agreement that the parties do not process any personal data of the other party within the framework of this contract. Excluded herefrom is the operational-commercial execution of this contract (such as storing the parties' contact partners).

17.2 Should a client or advertiser process personal data within the meaning of Art. 4 no. 1 GDPR from the placing of advertising materials in the online media and/or access information within the meaning of § 25 TTDSG stored on or store the same on end users' end devices (e.g. by using protocols like http(s), cookies, tracking pixels, fingerprinting or corresponding procedures in Apps) (hereinafter also collectively "processing"), the client warrants compliance with the following provisions.

a) Such processing must meet the requirements of the "Tracking Guidelines" and/or the "Tracking Guidelines for Native Integrations", retrievable at: ([https://www. mediaim-
pact.de/en/tracking-guidelines-media-impact-for-advertisers-and-agencies-for-use-on-the-
platforms-we-market](https://www.mediaimpact.de/en/tracking-guidelines-media-impact-for-advertisers-and-agencies-for-use-on-the-platforms-we-market)) and shall always require prior release by the marketer. The client and advertiser shall thereby comply under their own responsibility with the pertinent applicable laws (including but not limited to the General Data Protection Regulation (GDPR), Federal Data Protection Act (FDPA), law on Regulation of Data Protection and Protection of Privacy in Telecommunications and Telemedia (TTDSG) and corresponding legislation of other countries) also in the case of release by the marketer.

The usage data may only be processed anonymously or pseudonymously; they may never be combined by the client and/or advertiser with information about the bearer of the pseudonym.

b) The client / advertiser is entitled to process the IP address of users of the online media on the scale required for the purpose of placing advertising materials in the online media (i.e., to establish connections and display contents), in compliance with data protection law standards, albeit not unabridged for other purposes (e.g. analysis/tracking/marketing). The same shall apply in particular also for identifying browser fingerprints.

c) In so far as a client / advertiser processes personal data within the meaning of Art. 4 no. 1 GDPR from the placing of advertising materials in the online media, without the end user

having actively initiated the same after due information, the further provisions of the Agreement Between Joint Controllers (see Appendix A) shall apply, subject to expressly differing agreement.

18. Order cancellations before the start of performance

The client can cancel contracts after they have been concluded subject to the following proviso: Contracts must be cancelled in text form for the attention of the client's contact person at the marketer. The marketer shall allow cancellation free of charge up to three weeks before the start of the agreed performance. Definitive for the date of the cancellation is receipt of the letter by the marketer. If this cancellation period is not met, the client has to pay 30% of the net order value plus VAT. Cancellation is hereby excluded once placement has begun.

The following forms of advertising shall be governed by different periods or compensation payments:

In the case of cross-media offers, competitions, influencer campaigns, cancellations six weeks before the agreed start of placement shall be free of charge. Thereafter, 30% of the net order value shall be payable. Cancellation is excluded after the agreed start of placement.

In the case of cooperations, cancellations are possible free of charge up to six weeks before the agreed start of placement. Thereafter, 70% of the net order value shall be payable. Cancellation is also excluded after the agreed start of placement. In the case of fixed date placements cancellations are possible free of charge up to three weeks before the agreed start of placement. Thereafter, 70% of the net order value shall be payable. Here too, cancellation is excluded after the agreed start of placement. Technical costs and costs for creative services incurred up to the date of the cancellation for the booking shall be invoiced to the client in full. Cancellation of advertising orders made in connection with sponsorship is excluded. This applies to all advertising services that are booked in connection with the sponsorship in terms of time or content.

19. Final provisions

19.1 All and any additional terms and conditions stated in the price list shall apply in addition to these General Terms and Conditions.

19.2 Changes to the GTC shall be notified to the client in text form and also at www.mediaimpact.de/en/ under "Media data/GTC". They shall be deemed approved by the client, in so far as the latter does not object in text form within one month from notification.

19.3 The application of the client's general contractual or business terms and conditions is hereby expressly excluded. This shall apply even if the application of such conditions of the

client were not expressly rejected and/or the marketer the renders performances without objection, i.e., advertising material is placed and published without objection.

19.4 Place of fulfilment is the marketer's registered offices. The legal forum is the marketer's registered offices. German law shall apply to the exclusion of the laws on the international sale of goods.

Appendix A
Joint Control Arrangement
Agreement Between Joint Controllers
pursuant to Art. 26 GDPR

This agreement sets forth the responsibilities between the operator of the digital offering ("**PUBLISHER**") and the PARTNERs listed in this tracking whitelist (<https://www.mediaimpact.de/de/unkategorisiert/uebersicht-tracking-guidelines-whitelist>) for joint data processing pursuant to Art. 26 GDPR as hereinafter described each with legal effect between the parties. The Interactive Advertising Bureau Europe A.I.S.B.L. (hereinafter "**IAB Europe**") does not process any personal (user) data in this context - neither itself nor through or jointly with the parties - and is not the controller within the meaning of Art. 4 no. 7 GDPR.

1. Purposes and legal bases of the processing

The purposes and pertinent legal bases for the processing of personal data on the digital offerings of PUBLISHER are defined by PUBLISHER and the pertinent PARTNER jointly as mapped in the consent and objection policy of the digital offering (consent management platform, "hereinafter "**CMP**") (hereinafter "**JOINT PURPOSES**").

2. Means of processing

2.1 The personal data of users of the digital offering shall be processed via the online advertising technologies integrated in the digital offering.

2.2 The online advertising technologies shall enable the PARTNERs to store cookies or comparable technologies on the user's end device which enable access to and storing of information on the end device for the defined JOINT PURPOSES.

2.3 Cookies are small files which the browser stores in the envisaged directory on the end device. These enable it to be determined inter alia whether a website has already been visited in the past. Many cookies contain a cookie ID. A cookie ID is a unique identifier for cookies. It consists of a string of characters through which websites and servers can be assigned to the specific Internet browser on which the cookie was stored. This enables the PARTNERs to distinguish the individual browser from other Internet browsers which contain other cookies. A particular Internet browser can be recognised and identified via the unique cookie ID. Cookies cannot identify the user as a person without additional information.

2.4 Where Apps are used, technology with a comparable functionality shall be used instead of cookies, such as the operating-system-specific advert ID, vendor ID or a randomly generated user ID.

3. Function and relationship to data subjects

3.1 The PUBLISHER shall enable data subjects to use the digital offering. At the start of the use procedure, the data subject shall be given an opportunity to personally determine the scope of the processing of personal data and the access to and storing of information on his or her end device by corresponding settings in the digital offering.

3.2 The data subject shall have the opportunity at any time to revoke consent granted in the settings in the digital offering and to object to the processing of personal data.

3.3 Depending on the data subject's settings in the digital offering, the PARTNERS shall send technical signals about the legal base for processing of the data subject's personal data.

4. Scale of the joint responsibility

The PARTNERS are each jointly responsible with the PUBLISHER for the processing of personal data, in so far as the PUBLISHER enables the pertinent PARTNER the processing of personal data of users of the digital offering subject to this agreement via integration of the online advertising technologies in the digital offering also for their own purposes (hereinafter "JOINT PROCESSING").

5. Duties of the PUBLISHER

5.1 The PUBLISHER undertakes to inform the users of the digital offering about the nature, scale and purpose of the JOINT PROCESSING of personal data and also their rights as data subjects pursuant to Art. 13 GDPR, Section 13 TMA. In addition, the PUBLISHER undertakes to provide users of the digital offering with the additional further information pursuant to Art. 26 GDPR.

5.2 The PUBLISHER undertakes to provide the users of the digital offering with a CMP on the digital offering for retrieval at any time, by means of which the user of the digital offering can make the settings required pursuant to Clause 3.1 of this agreement or change the same pursuant to Clause 3.2 at any time.

5.3 The CMP must be certified as per the Transparency & Consent Framework (TCF 2.0) of the IAB Europe with active status.

5.4 The PUBLISHER undertakes to map the PARTNERS and the JOINT PURPOSES including legal bases of the JOINT PROCESSING in the CMP.

5.5 A data subject's question received by the PUBLISHER and concerning the JOINT PROCESSING of personal data shall be answered by the PUBLISHER within the statutory periods.

6. Duties of the PARTNERS

6.1 The PARTNERS each undertake to provide the PUBLISHER with the information concerning their JOINT PROCESSING required to meet the information duties pursuant to Clause 5.1 and requests for information pursuant to Clause 5.5 in good time.

6.2 The PARTNERS warrant that the data subject's personal data shall only be processed, if and in so far as there is the legal base jointly defined under Clause 1 of this agreement and a corresponding signal has been sent to the PARTNER. The same shall apply accordingly for retrieving and storing information on the data subject's end device.

6.3 The PARTNERS undertake to immediately cease JOINT PROCESSING once the legal base no longer applies.

6.4 The PARTNERS undertake to implement requests for deletion from data subjects without undue delay after they become known and to inform the PUBLISHER to that effect.

6.5 The PARTNERS shall ensure that they are entered in the Global Vendor List (the "GVL") with a valid Vendor ID. In addition, all the PARTNERS shall ensure that their pertinent current data protection policies are included in the GVL by means of links.

6.6 All the PARTNERS have to keep a list of the cookie domains they use (domains under which cookies are saved or read out) and provide the same to the PUBLISHER upon request.

7. Notification and communication duties

7.1 If the protection of personal data is breached, the PUBLISHER shall meet the notification and communication duties towards the pertinent data subject pursuant to Art. 34 GDPR required for the JOINT PROCESSING.

7.2 In so far as the breach has not arisen within the sole scope of responsibility of the PUBLISHER, the PARTNER within whose scope of responsibility the breach has arisen shall provide the PUBLISHER with the information required to meet the statutory notification and communication duties in good time.

7.3 The information to be provided must also contain the information listed in Art. 33 (3) GDPR. If and in so far as not all of the information can be provided at once, the pertinent party in question can provide that information step by step without unreasonable further delay.

8. Data protection impact assessment

Each party shall carry out any data protection impact assessment required under Art. 35 GDPR for the JOINT PROCESSING in its own responsibility.

9. Further duties

9.1 Each party shall enter the JOINT PROCESSING in their record of processing activities pursuant to Art. 30 (1) GDPR. The parties shall provide each other with the specifications necessary for the record of processing activities under Art. 30 (1) GDPR.

9.2 If the protection of personal data within the meaning of Art. 4 no. 12 GDPR is breached with respect to the JOINT PROCESSING, the pertinent party in question shall meet the required notification duties to the competent supervisory authority pursuant to Art. 33 GDPR.

9.3 Each party shall implement and keep in place the required technical and organisational measures so as to ensure an appropriate level of protection for personal data that meets at least the requirements of Art. 32 GDPR at all times and document the same in a suitable manner.

9.4 Each party shall reasonably support the pertinent other party in meeting the duties incumbent upon them under this agreement. This includes but is not limited to each party providing the pertinent other party with information without undue delay, in so far as the requesting party needs the information to meet its data protection law duties.

9.5 If a party becomes aware of a breach of a provision in this agreement or the protection of personal data with respect to the JOINT PROCESSING, that party shall notify the pertinent affected party/ies without undue delay. The same shall apply where specifications of the TCF Policies are breached.

10. Transmission to third countries

10.1 In the case of data transfer to a third country or to a party or an international organisation domiciled in a third country, that party to this agreement in question shall also be governed by the "Standard Contractual Clauses for the transfer of personal data from the Community to third countries ("controller to controller transfers)" (hereinafter "**Standard**

Contractual Clauses" retrievable at <https://eur-lex.europa.eu/legal-content/DE/TXT/PDF/?uri=CELEX:32004D0915&from=DE>).

10.2 The description of the transfer (appendix B of the Standard Contractual Clauses) is mapped in the CMP.

10.3 The PARTNER shall nominate a point of contact for queries concerning the processing of personal data (see Clause II lit. e of the Standard Contractual Clauses) and publish the same for users of the digital offering in a suitable location.

10.4 Data processing shall be governed by the principles in appendix A of the Standard Contractual Clauses.

10.5 The PARTNER in question shall notify the PUBLISHER without undue delay if it has cause for concern about no longer being able to provide a GDPR-compliant level of protection.

11. Entry of the agreement into force

PUBLISHER shall become a contractual party to this agreement with the closing of the contract with the marketer to which this agreement has been appended. The PARTNERS shall become a contractual party to this agreement by way of accession (see **Appendix 1**).

PUBLISHERs with which the marketer has concluded this agreement are listed here: <https://www.mediaimpact.de/de/unkategorierte/portfoliouebersicht>.

12. Term of this agreement

This agreement shall end automatically for the pertinent party when the JOINT PROCESSING ends.

Appendix 1
to the Agreement Between Joint Controllers
pursuant to Art. 26 GDPR

- Accession Form -

Agreement

between

Media Impact GmbH & Co. KG

Zimmerstraße 50

10888 Berlin

Hereinafter: "**marketer**"

and

the **Publishers** listed under Clause 1 of this Accession Form

and

the **Vendors** listed under Clause 1

and

the hereby acceding

[Trading name, Vendor address]

Hereinafter: "**Vendor**" and/or "**PARTNER**"

1. By signing this Accession Form, the Vendor declares its accession to the **Appendix Agreement Between Joint Controllers** between the marketer and the Publishers listed in the following Publisher list <https://www.mediaimpact.de/de/unkategorisiert/portfoliouebersicht> and also the already assigned Vendors listed in the following Vendor list <https://www.mediaimpact.de/de/unkategorisiert/uebersicht-tracking-guidelines-whitelist>. The Vendor accedes to the Agreement Between Joint Controllers in the "role"/"roles" marked below:

- SSP
- DSP
- DMP
- Verification Tools

- AdServer
- Header Bidding Provider
- Advertising Identity Provider
- Advertiser
- Agency

2. With the accession to the Agreement Between Joint Controllers, the Vendor as PARTNER to the Agreement Between Joint Controllers accepts and acknowledges all the rights and duties of the PARTNERS therein as binding.

3. The Vendor shall nominate the following contact person for queries relating to the Agreement Between Joint Controllers:

Name: _____

Position: _____

Email: _____

Telephone: _____

Docu hook set and timestamp