GOLDVERTISE MEDIA GMBH

AS OF NOVEMBER 2026

GENERAL TERMS AND CONDITIONS OF GOLDVERTISE MEDIA GMBH FOR ADVERTISING ORDERS IN THE FIELD OF TV

1. Scope

1.1 These General Terms and Conditions (hereinafter referred to as "**GTC**") of Goldvertise Media GmbH (hereinafter referred to as "**Goldvertise**") govern the contractual relationships between Goldvertise and its advertising clients with regard to the marketing of advertising time (advertising orders) and related services.

1.2 Goldvertise's GTC apply exclusively to the advertising orders, unless otherwise agreed in writing. Deviations from these GTC, supplements, ancillary agreements, the cancellation of these GTC and oral agreements are only effective if they are confirmed in writing by Goldvertise. A change in this formal requirement is only effective if it is confirmed in writing by Goldvertise. The application of the General Terms and Conditions of Contract or Business of the Advertising Client is hereby expressly excluded. This also applies if the terms and conditions of the advertising client have not been expressly contradicted and/or Goldvertise provides its services without objection.

1.3 Goldvertise is entitled to change the GTCs at any time. Changes to the GTC will be communicated to the advertising clients by e-mail or fax. They shall be deemed to have been approved if the Advertiser does not object in writing to Goldvertise within 10 working days of notification of the changes.

1.4 The GTC shall be entered into upon conclusion of the contract in accordance with No. 3 part of the contract.

2. Definitions

For the purposes of these GTC, an "**Advertising Order**" means any contract between Goldvertise and an "**Advertising Client**" for the delivery, broadcasting or activation (hereinafter referred to as "**Distribution**") of advertising, sponsorship or other forms of commercial communication (hereinafter referred to as "**Advertising Forms**" in an advertising medium of electronic media such as TV stations, radio stations (including in-store radio), websites and website networks, ad screen networks, mobile sites, online/console games (games), teletext or other electronic media (hereinafter **referred to as** "advertising media")**. "Sponsoring**" is a cooperation between the advertising client and the advertising medium, in which the brand and/or product of the advertising customer is closely based on the program of the advertising medium. An "**advertising client**" is an advertiser

or an advertising or media agency (hereinafter referred to as the "**agency**"), provided that it acts in its own name and on its own account.

3. Contract

3.1 Goldvertise concludes advertising contracts with advertising clients in its own name and for its own account. with advertising clients.

3.2 Unless otherwise agreed or communicated, offers from Goldvertise are non-binding and are always subject to the availability of the advertising times offered.

3.3 Advertising orders can only be placed in writing. A contract is only concluded by written confirmation by e-mail or fax of the advertising order by Goldvertise. Verbal or telephone confirmations cannot replace a written confirmation. The Advertiser may object to the Advertising Order in writing by e-mail or fax within 48 hours of the order confirmation by Goldvertise. Objections made by the advertising client after 48 hours after the order confirmation do not change the legally valid conclusion of the contract according to the order confirmation from Goldvertise.

3.4 The advertising order is also concluded without written confirmation by Goldvertise with distribution of the advertising forms ordered by the advertising client from Goldvertise. In this case, an objection by the advertising client is excluded.

3.5 If an advertising client books advertising forms via an online booking tool, the provisions of these GTC shall also apply exclusively to this conclusion of the contract.

3.6 The combination of several advertising clients in one form of advertising (so-called joint advertising) requires the express written consent of Goldvertise. The respective advertising clients must be named by name. Goldvertise shall be entitled to levy a Combined Surcharge of 20% (twenty percent) in the case of two Advertisers or 30% [thirty percent] in the case of three or more Advertisers.

3.7 Orders from agencies are only accepted if the Advertiser is precisely named by name. Goldvertise is entitled to require the Agency to provide proof of its proper mandate by the Advertiser. The order is invoiced to the agency. Goldvertise reserves the right to forward booking confirmations to the Advertiser. When the order is placed, the agency assigns the payment claims against its client from the advertising contract on which the claim is based to Goldvertise as security. Goldvertise shall be entitled to collect the claim from the Advertising Agency's clients if the secured claim has not been paid by the Agency within 30 days of the due date. The agency will be notified by Goldvertise prior to the disclosure of the assignment. The assignment of the Agency's claim against the Advertiser is for security and not in lieu of performance. Goldvertise's claim against the agency therefore remains in place until the claim has been paid in full, even if the claim is asserted against the advertiser.

The Agency is not permitted to transfer the dates of distribution of advertising forms optioned or booked for an advertiser to another client or agency.

4. Prices

4.1 All prices published by Goldvertise are basic prices. The basic price is the remuneration for the distribution of the form of advertising. It does not include taxes, other charges, production costs or other costs. These will be charged separately if they occur and will be at the expense of the advertising client in any case.

4.2 Goldvertise reserves the right to adjust the prices at any time compared to the published tariffs. For legally binding advertising orders, the price changes are only effective if they are announced by Goldvertise at least 10 calendar days before the start of distribution. In the event of a price increase, the advertising client has a right of withdrawal. The right of withdrawal must be exercised in writing within 5 working days of receipt of the notification. In the absence of any communication to the contrary from the Advertising Client, Goldvertise shall be entitled to carry out the distribution as originally agreed, but at the new rates.

5. Price reductions and discounts

5.1 Goldvertise can be ordered with express reference to No. 5.4 of these GTC grant discounts in the form of cash discounts on the published tariffs (respectively valid status of the price list) if the advertising media-related booking budget (annual budget) of an advertising client exceeds the sums specified in the discount scale. The discount is calculated on the basis of the annual budget booked at the time of calculation and the booking volume in the order year (calendar year) and is taken into account accordingly when invoicing.

5.2 Fixed year-end and group discounts require explicit written confirmation by Goldvertise at the time of conclusion of the contract. If companies belonging to the group (the group status as of January 1 of the respective calendar year is decisive in this respect) are offered the joint discount, the written confirmation of a group participation of at least 50%, legally signed by the parent company, is required. The discount will be applied to every distribution and invoicing. Billing will be made retroactively at the end of the contract year according to the actual distribution of advertising forms.

5.3 Goldvertise may grant agencies a consulting commission (advertising agency remuneration) in the amount of a maximum of 15% of the net contract value (after deductions of discounts or similar), provided that they can advise the advertising client or can prove corresponding services.

5.4 The agencies assure Goldvertise that they will use all kinds of discounts legally. In particular, agencies warrant that the granting and payment of the discounts will not result in a breach of law or contract by the agency in relation to the advertisers.

The agencies further assure that they will inform their customers completely and transparently about all discounts by Goldvertise and that they will pass on these discounts to their customers in full, unless the respective customer has explicitly waived them in writing. Goldvertise expressly reserves the right to forward order confirmations to the advertiser in the case of agency bookings.

6. Invoicing and payment terms

6.1 Invoicing will be issued monthly after distribution by the 8th working day of the following calendar month at the latest. Invoicing is done in euros plus VAT.

6.2 Payments are to be paid without deduction no later than 30 calendar days from receipt of the invoice. Goldvertise reserves the right to demand advance payments.

6.3 After the expiry of the payment period, the advertising client shall be in default of payment without further reminder. Goldvertise charges interest on arrears at the statutory rate. Goldvertise also has the right to charge reminder fees of EUR 5.00 per reminder. The reminder fees are a lump-sum claim for damages. The assertion of further damages is expressly reserved. The right of the advertising client to prove a lesser damage caused by delay remains unaffected by this.

6.4 In the event of default of payment, Goldvertise is entitled to refrain from further distribution. A right of retention also exists in all cases of a significant deterioration in the economic circumstances of the advertising client. The claim for payment for the omitted distribution nevertheless remains. This does not give rise to a claim for compensation on the part of the advertising client.

6.5 The advertising client is only entitled to offset claims that are undisputed or have been legally established. The advertising client is only entitled to exercise rights of retention with claims arising from the same legal relationship.

7. Warranty of Rights and Grant of Rights

7.1 The advertising client is obliged to obtain all rights necessary for the production of the advertising forms in his name and on his own account.

7.2 The Advertising Client assures that it is the owner of all rights required for production and distribution to the material made available and the forms of advertising (e.g. copyright, trademark, ancillary copyright, personal rights and other rights) and that it is entitled to dispose of them.

7.3 The Advertising Client grants Goldvertise the rights of use necessary in the context of the fulfilment of the order for production and distribution in terms of time, place and content as well as freely transferable to the extent necessary for the performance of the contract, in particular the right to edit, publish, reproduce, distribute, broadcast, make available to the public, archive, extract from the

database and retrieve. Excluded are the broadcasting rights acquired by the broadcaster from GEMA on a lump sum basis.

7.4 To the extent that the form of advertising is not obviously recognisable as advertising, Goldvertise may identify it as such, in particular by using the word "advertising" to clarify its advertising character.

7.5 If Goldvertise is entrusted by the advertising client with the production of advertising forms, all copyrights and ancillary copyrights of the resulting work remain with Goldvertise. The advertising client is granted a non-transferable right of use to the advertising forms for the purpose of advertising, which is unlimited in time and place, which is compensated for by the price for the advertising forms.

8. Goldvertise's right of refusal

8.1 Goldvertise reserves the right to refuse forms of advertising and/or to terminate distribution prematurely, even in the case of legally binding advertising orders if there is an objective reason. Goldvertise is also entitled to refuse forms of advertising because of their origin, content, form or technical quality. Goldvertise shall immediately notify the Advertiser of the refusal of a form of advertising and the reasons for the rejection in writing – by e-mail or fax.

8.2 In the event of refusal, the Advertising Client shall be obliged, without delay and taking into account the requirements set out in No. 12.1 to provide a new or modified form of advertising for distribution to which the reasons for the rejection do not apply. Further claims of the advertising client are hereby expressly excluded.

8.3 If the Advertising Client should use the advertising form too late or not in accordance with No. 8.2, Goldvertise retains the agreed remuneration claim in full.

9. Reservation and distribution of forms of advertising

9.1 The advertising forms are placed by Goldvertise within the agreed price and performance group. The price and service groups for the individual advertising media result from the program and advertising island structures valid at the time of the order confirmation, subject to the following provisions and the regulations on pricing in No. 4 of these GTC. There is no entitlement to a placement of the advertising form in a specific advertising block and/or to a specific position of the advertising form within an advertising block, unless a separate written agreement has been concluded in this regard. Goldvertise is entitled to charge a surcharge when booking a certain advertising block or a certain position in an advertising block. Goldvertise does not guarantee the booking of a specific advertising block or a specific position in an advertising block. In addition, Goldvertise does not guarantee that no further advertising blocks/advertising spaces will be offered and distributed in addition to the advertising blocks and/or advertising spaces shown in the program structure.

9.2 The Advertising Client is entitled to rebook agreed advertising orders (with regard to price group, form of advertising and time of distribution) if the request for rebooking is notified in writing – by e-mail or fax – at least 10 calendar days before the agreed distribution date, the agreed booking volume (total fee in accordance with the respective price list) and the length of time of the form of advertising (esp. spot length), the distribution of the rebooked distribution volume will not be significantly delayed compared to the originally booked distribution volume and Goldvertise has sufficient spare capacity with regard to the desired new distribution dates and location.

9.3 Goldvertise reserves the right to limit or reject the number of multiple assignments as well as interrelated forms of advertising within one or more advertising blocks at its sole discretion. An exclusion of competition cannot be granted for a specific advertising medium or for individual distributions of Goldvertise.

9.4 In the event of a slight postponement of the placement of the distribution that is reasonable for the advertising client, for example for reasons relating to the programme or for technical reasons, the agreed price remains the same. The postponement is minor if it takes place within the same distribution environment and does not result in a significant temporal deviation from the originally planned distribution. Goldvertise is under no obligation to inform the Advertiser of such minor postponement and/or to obtain its consent.

9.5 In the event of significant, foreseeable postponements or changes in the distribution of the booked form of advertising, Goldvertise will immediately inform the Advertising Client of the postponement/change. Considerable shifts/changes are to be found in particular To understand distribution shifts of more than 60 minutes and distribution outside the agreed day, as well as distribution in a different price group. If the Advertising Client does not object to the postponement/change in writing – by e-mail or fax – immediately after receipt of the information by Goldvertise, this shall be deemed to be the consent of the Advertising Client to the postponement/change. In the event of an objection by the Advertising Client, Goldvertise will charge him the agreed basic price in accordance with No. 4.1, unless the distribution can be brought forward or made up for in the interest of the advertising client.

10. **Warranty**

10.1 The advertising client is obliged to check the advertising forms immediately with or after distribution and to report any obvious defect immediately and any other defect no later than two weeks after broadcast. If no declaration is made within this period, the order shall be deemed to have been approved.

10.2 In the event of a defect for which Goldvertise is responsible, liability is initially limited to subsequent performance, i.e. the advertising order is repeated in an equivalent distribution environment. If the subsequent performance fails repeatedly, the advertising client can demand withdrawal from the contract – in

the case of more than minor defects. The corresponding liability provisions pursuant to No. 11.

11. Liability

11.1 Goldvertise shall be liable for any damages arising from a culpable breach of essential contractual obligations (cardinal obligations), otherwise only if Goldvertise, its legal representatives or vicarious agents are guilty of intent or gross negligence or the damage results from injury to life, limb or health of the advertising client. Cardinal duties are those whose breach endangers the purpose of the contract and on the compliance of which the contractual partner may regularly rely.

11.2 In all cases of rejection, postponement, replacement, premature termination or non-distribution of legally binding advertising orders for which Goldvertise is responsible, subject to No. 10.2 any claim by the Advertising Client shall be limited to the reimbursement of the basic price of the Advertising Order. Further claims are expressly excluded.

11.3 Goldvertise is fully liable for damages caused intentionally or by gross negligence or in the event of injury to life, limb or health. In all other respects, the claim for damages is limited to the typically foreseeable damages. In this respect, liability for indirect damages, consequential damages or loss of profit is excluded.

11.4 Goldvertise may invoice the advertising client in full for the agreed and bindingly booked advertising time if the distribution of the advertising form cannot take place due to circumstances for which the advertising client is responsible. This applies in particular if the advertising form was not provided in time or incorrectly or was subsequently amended. In these cases, Goldvertise disclaims any liability for proper distribution. The advertising client is also not entitled to any further claims for compensation. Additional costs incurred by Goldvertise may also be charged to the Advertising Client.

11.5 The advertiser is responsible for ensuring that the form of advertising and the material provided as well as the content referenced or linked to it comply with all applicable legal provisions, regulations and guidelines and take into account industry principles. In particular, the form of advertising must not violate the provisions of youth protection, media, press, criminal law, data protection, media services and competition law, as well as the advertising guidelines of the state media authorities. The Advertising Client guarantees that no illegal or immoral content is made available or used and that the rights of third parties are not impaired by the content and the content referred to and/or linked.

11.6 The Advertising Client shall fully indemnify Goldvertise and/or the Advertising Media from all claims by third parties that may arise in connection with the contract, regardless of the reason, including the costs of legal defence, by payment

of money on first demand and shall also compensate Goldvertise and/or the Advertising Media for any direct or indirect damage that may arise.

11.7 If the booked form of advertising cannot be distributed because the advertising client has not fulfilled its obligations or has only fulfilled them incompletely, the advertising client remains obliged to pay the agreed order volume in full.

12. Advertising forms

12.1 The Advertising Client undertakes to make the advertising forms available to Goldvertise in good time, i.e. no later than 10 days before distribution. In the event of late delivery or subsequent changes, no guarantee can be given for proper distribution.

The forms of advertising must be delivered in a form defined by Goldvertise, about which Goldvertise informs the advertising client in good time. If advertising forms are not distributed or are incorrectly distributed because the corresponding advertising forms were not delivered on time, defectively or incorrectly labeled, the agreed remuneration for distribution will be invoiced. The advertising client is not entitled to any claims for compensation.

12.2 The advertising client bears the risk and the costs of transmitting the forms of advertising.

13. Withdrawal from the contract

13.1 Goldvertise and the advertising client are entitled, unless the parties agree otherwise in writing, to withdraw from the contract in whole or in part up to 6 calendar weeks (42 calendar days) before the start of distribution, if there is an objective reason. In any case, the withdrawal must be sent in writing - by fax or e-mail - to Goldvertise.

13.2 The right of withdrawal does not apply to forms of advertising with a duration of 180 seconds or more and sponsorship.

13.3 Goldvertise may withdraw from an advertising order at any time if the performance of the service owed by Goldvertise is not possible for reasons of force majeure or if unforeseeable obstacles arise that cannot be overcome by reasonable expenses for which Goldvertise is not responsible, such as program changes and measures or orders of authorities or other government agencies. In addition, Goldvertise may withdraw from the contract up to 10 calendar days before the start of distribution if a competitive situation arises between the advertising client and a partner of the advertising medium. In these cases, claims by the advertising client are excluded. A right of withdrawal does not exist in cases in which Goldvertise has culpably caused the impediment to performance.

13.4 Withdrawal after the expiry of the period of 6 weeks (42 days) prior to distribution requires the consent of Goldvertise. If, by way of exception, Goldvertise agrees to

such a request for withdrawal, this will be done against the calculation of the following cancellation fee measured against the net price of the respective advertising order:

Between 41 and 25 calendar days:	*50 %*
Between 24 and 10 calendar days:	*75 %*
Less than 10 calendar days:	*100 %*
After the start of distribution:	*100 %*

Invoicing is carried out in accordance with No. 6 of these GTCs. A claim for cancellation by the advertising client is excluded even if a cancellation fee is paid.

14. Confidentiality and secrecy

The parties undertake to treat all information, data and documents received from the respective contractual partner as confidential and – except in the case of an official or statutory order – not to make them accessible to third parties. This applies in particular to contracts, price lists and discounts. Third parties are not affiliated with Goldvertise under group law. Point. 5.4 remains unaffected.

15. Final provisions

15.1 These GTC and the contracts pursuant to No. 3 shall be subject exclusively to the law of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods are not applicable.

15.2 The exclusive place of jurisdiction is Munich. However, Goldvertise is also entitled to sue the advertiser at any other legal place of jurisdiction.

15.3 Should one or more provisions of these GTCs be or become invalid, this shall not affect the validity of all other provisions or agreements in case of doubt. Rather, instead of the invalid provisions, a provision is to apply that comes as close as possible to the economic meaning and purpose of the invalid provision in a legally permissible manner.