GOLDVERTISE MEDIA GMBH

AS OF NOVEMBER 2026

GENERAL TERMS AND CONDITIONS OF GOLDVERTISE MEDIA GMBH FOR ADVERTISING ORDERS IN THE FIELD OF ONLINE, MOBILE and SMART TV

1. Scope

1.1 These General Terms and Conditions (hereinafter referred to as "**GTC**") of Goldvertise Media GmbH and its legally affiliated companies (hereinafter referred to as "**Goldvertise**") govern the contractual relationships between Goldvertise and its advertising clients with regard to the marketing of advertising space (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.

2. Definitions

For the purposes of these GTC, an "**Advertising Order**" means any contract and written order confirmation between Goldvertise and an "**Advertising Client**" for the delivery, broadcast or publication (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 websites and website networks, mobile pages, or other electronic media (hereinafter referred to as "**advertising media**"). 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 is responsible for the marketing of advertising space in the area of online, mobile and smart TV services.

3.2 Goldvertise concludes the advertising orders in its own name and on its own account with advertising clients.

3.3 Unless otherwise agreed or notified, offers from Goldvertise are non-binding and are always subject to the availability of the advertising space offered.

3.4 Advertising orders can only be placed in writing. An order is only concluded by written or electronic confirmation of the order by the advertising client or, in the context of programmatic marketing, by placing the advertisement. 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.

3.5 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.

3.6 If an advertising client books forms of advertising via an online booking tool, the provisions of these GTC shall also apply exclusively to these advertising orders.

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.

4. Goldvertise's right of refusal

4.1 Goldvertise has no obligation to view and check the advertisement before accepting the order. 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 rejection of a form of advertising and the reasons for the rejection in writing – by e-mail or fax.

4.2 In the event of rejection, the Advertising Client shall be obliged to immediately make available for distribution a new or modified form of advertising to which the reasons for the rejection do not apply. Further claims of the advertising client are hereby expressly excluded.

5. Prices

5.1 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.

5.2 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.

6. Price reductions and discounts

6.1 Goldvertise may grant discounts in the form of cash discounts at its sole discretion. 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.

6.2 Fixed year-end discounts must in any case be expressly confirmed in writing by Goldvertise upon conclusion of the contract. 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.

6.3 Goldvertise may grant agencies an agency commission (AE) 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 provide evidence of corresponding services.

6.4 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.

7. Invoicing and payment terms

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

7.2 Payments are to be paid no later than 30 calendar days from receipt of the invoice. Goldvertise reserves the right to demand advance payments.

7.3 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.

7.4 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.

7.5 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.

8. Warranty of Rights and Grant of Rights

8.1 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.

8.2 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.

8.3 The Advertising Client shall transfer to Goldvertise the rights of use to the Advertising Material and the Online Advertising required for the execution of the Order, in terms of time, place and content to the extent necessary for the execution of the Order. The online right to be available, the online broadcasting right and the online reproduction right are transmitted without any territorial restriction and entitle the user to be broadcast by means of all forms of the Internet.

9. Liability

9.1 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.

9.2 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.

9.3 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.

9.4 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.

10. Withdrawal from the contract

10.1 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 orders from authorities or other government agencies.

11. Privacy

11.1 The advertising client undertakes to comply with the applicable legal provisions on data protection and the protection of telecommunications secrecy. The Client shall oblige its employees as well as vicarious agents and their employees to comply with this provision.

11.2 Should the Advertising Client obtain or collect data from the placement of advertising material by using special techniques, such as the use of cookies or tracking pixels, the Advertising Client assures that it will comply with the

requirements of the Telemedia Act and the General Data Protection Regulation (GDPR) when collecting, processing and using personal data.

11.3 If the advertising client receives anonymous data from access to the advertising material it delivers for online media, the client may evaluate this data as part of the respective campaign. This evaluation may only include the anonymous data generated by the marketer through advertising on the online media. In addition, the advertising client is prohibited from further processing, use and disclosure of all data relating to the advertising material supplied by it for the online media marketed by the marketer. In particular, the advertising client may not store, evaluate, otherwise use and pass on to third parties the data from advertising on the online media for its own purposes. This prohibition also includes the creation of profiles based on the users' usage behaviour on the online media and their further use. If the Client uses third-party systems for the placement of online advertising, it will ensure that the system operator also complies with this agreement.

12. 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.

13. Final provisions

13.1 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.

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

13.3 Should one or more provisions of these GTC 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.