

These General Terms and Conditions for advertising apply to the display of all Advertisements as specified in the particular conditions of RTL AdAlliance (“RTLADA”) Insertion Order (“IO”) sold by RTLADA for and/or on behalf of itself and all of its Media Partners on any Properties. The present general terms and conditions, together with the Insertion Order represent the “Agreement” between RTLADA and the Buyer regarding the display of Advertisements on the Properties.

**1. Definitions.** The following words and expressions shall have the meaning defined herein, whether they are used in the Terms and Conditions or in any Insertion Order:

**Advance Booking Deadline** (“ABD”) means the date falling fifteen (15) clear Working Days prior to the Launch Date unless otherwise agreed between the Parties in the Insertion Order.

**Advertisement** means the Advertising Material to be displayed in the Properties specified in the Insertion Order.

**Advertiser** shall mean any person, company, governmental organisation or other legal entity identified in the Insertion Order that wishes to book Advertisements in the Properties.

**Advertising Expenditure** means all Gross Expenditure with RTLADA under the Agreement in respect of the term specified in the Insertion Order.

**Advertising Material** shall mean Advertiser material to be broadcasted, transmitted, or published in the Properties as agreed in the corresponding Insertion Order.

**Advertising Material Policies** shall mean the advertising specifications, standards and limitations imposed by the corresponding Properties, Media Partners and/or Applicable Laws.

**Advertising Spaces** shall mean advertising space made available on the Properties.

**Affiliate** shall mean in respect of each Party, any company which, directly or indirectly, controls, is controlled by, or is under common control with said Party.

**Applicable Laws** shall mean all laws, statutes, codes, regulations and specific guidance regarding advertising practices and industry codes, practices or guidelines which have been enacted in any relevant territory and are in force at the moment of the signature of the corresponding Insertion Order and are applicable to the performance by the Parties of their respective obligations under this Terms and Conditions and under the relevant Insertion Order.

**Barter** means any Advertisement display that is paid for in a form other than cash or Contra.

**Booking** means Buyer’s request to RTLADA to book Advertisements in Media Partners Properties in order to execute an Insertion Order.

**Buyer** means the person, company, governmental organization, or other legal entity (including those operating trading divisions) identified in the Insertion Order who books Advertisements in the Properties. For the sake of clarity, the Buyer will include its Affiliates and therefore the Buyer shall be liable for all acts and omissions of its Affiliates in the execution of its obligations under the Agreement.

**Clearcast/ARPP** means the industry recognised copy clearance system of that name and any successor or replacement.

**Competent Authority** means any supranational, national, regional, state or local government, court, governmental agency, authority, board, bureau, or regulatory body having authority on the advertising industry.

**Contra** means Booking or Bookings exchanged by a Media Partner or by RTLADA regarding its own inventory for equivalent media value rather than cash

(for example where ATV is exchanged for another form of advertising such as VOD).

**CPM** means the cost per 1000 (one thousand) Impressions in respect of the relevant Advertisement as specified in the Insertion Order.

**Data Protection Rules** means the rules of the General Data Protection Regulation (EU) 2016/679 (“GDPR”).

**Gross Expenditure** means gross expenditure, whether in cash or otherwise, before any Agency Commission and Discounts but net of VAT.

**Impression** means an advertising spot file or combination of files containing an Advertisement sent to a User as a result of a bona fide request being received by the relevant Properties, with measurement of delivery of an Advertisement being designated by the relevant Properties from time to time.

**Insertion Order (IO)** means RTLADA’s advertising, insertion or purchase order regarding the display of Advertisements on the Properties that is sent digitally or through an online booking system by RTLADA to the Buyer. In case the Buyer is an operating trading division or a media agency acting in the name and on behalf of an Advertiser, such Advertiser shall be identified in the corresponding Insertion Order.

**Instructions** means the instructions provided to RTLADA regarding the timing and geography of Advertisements as set out in the Insertion Order.

**Launch Date** means the intended date set out in the Insertion Order of first display of the Advertisement on the concerned Properties.

**Loss** means all losses, claims, liabilities, costs, expenses and damages.

**Media Booking System** means any media booking system used by the Buyer and approved and accepted by RTLADA.

**Media Partner** means any third-party editor / broadcaster or its media house

having granted to RTLADA the right to sell Advertising Spaces in different media.

**Properties** means all relevant properties including all relevant Advertising Spaces owned by RTLADA or Media Partners and operated by RTLADA or Media Partner’s where the Advertisement may be displayed. RTLADA retains the right to modify or amend the content, format or any other aspect of the Properties at any time at its absolute discretion, without the need to notify the Buyer.

**Term** shall mean the lapse of time comprehended between the Launch Date and the last day of the Advertisement broadcasting as set forth in Insertion Order.

**Third Party Representative** means any separate individual or company that is contracted by the Buyer or the Buyer’s Clients to provide services and empowered to act on behalf of any part of a Buyer’s Client Portfolio. For the avoidance of doubt this includes Barter companies.

**User** means a person who accesses, or who is otherwise a user of any or all of the Properties.

**User Data** means data relating to a User and/or its household defined from access to Properties.

**Volume Expenditure** means the volume of Gross Expenditure set out in the Insertion Order and which the Buyer guarantees to RTLADA will be the minimum Advertising Expenditure under the Agreement.

**Working Day** means a day, except a Saturday or Sunday, which is not a public holiday, religious holiday, or bank holiday in Hamburg, Germany.

**Interpretation:** In these Terms and Conditions and any Insertion Order, unless the context otherwise requires:

1. a reference to a clause is a reference to a clause of these Terms and Conditions unless in the context the reference is clearly to a clause of the Insertion Order;

2. any reference to RTLADA or the Buyer includes a reference to their respective personal representatives, successors in title and permitted assignees;
3. words denoting the singular shall include the plural and vice versa and words denoting the masculine gender shall include the feminine and neuter genders and vice versa;
4. a reference to a person includes an individual, firm, partnership, business division, joint venture, agency, trust, association, body corporate, corporation, company, committee, organisation and any other entity whether or not having a separate legal personality;
5. the headings are for convenience only and will not affect its interpretation;
6. for the purposes of calculating Impressions, RTLADA shall use such measurement service or mechanism as it deems appropriate; and
7. for the purposes of targeting Advertisements, RTLADA may use audience segmentation categories from time to time, in order to target audiences on behalf of the Buyer.

For the avoidance of doubt, these Terms and Conditions apply in relation to the display of all Advertisements sold by RTLADA for and/or on behalf of itself and all of its Media Partners on any Properties.

In the event of any conflict between these Terms and Conditions and the Insertion Order, the Terms and Conditions will prevail. In the event one of the provisions of these Terms and Conditions is invalid, the remaining provisions of these Terms and Conditions shall remain in full force and effect.

Conflicting provisions and provisions overlapping with the Agreement documents, particularly those in general terms and conditions of the Advertiser or of the Buyer, do not become part of the Agreement, even if those provisions are attached to an order of the Advertiser and even if RTLADA executes such order

without objecting explicitly to such general terms and conditions.

## **2. Insertion Orders**

### **2.1. Contents of the Insertion Order. In**

accordance with the concerned Properties information requirements, the Insertion Order will set out the advertising specific terms and shall include some or all the following information, as applicable: Advertisement, Advertiser and Buyer identification, Booking deadline, Advance Booking Deadline, Properties, Advertisement campaign dates, Launch Dates, end dates, CPM, Instructions, the size, format and types of advertising to be displayed, Advertising display pricing terms and Volume Expenditure.

### **2.2. Buyer's acceptance of the**

**Insertion Order.** The Buyer shall confirm the acceptance of the Insertion Order to RTLADA in writing by any means. The written acceptance of the Insertion Order implies the acceptance of and the agreement of the Parties to be bound by these Terms and Conditions and the Insertion Order irrespective of whether or not the Insertion Order is signed and/or returned by the Buyer to RTLADA and whether or not the acceptance is given through an online booking system. In case the acceptance of the Insertion Order is given by the Buyer by e-mail, the Buyer shall as soon as possible before the Launch Date return to RTLADA the duly signed Insertion Order. The Buyer acknowledges that the transmission to RTLADA of the signed Insertion Order before the Launch Date is a condition for the Advertisement display to take place. Therefore, RTLADA is not obliged to display the Advertisement in the Properties if the signed Insertion Order is not submitted by the Buyer to RTLADA before the Launch Date. Nevertheless, in case the Buyer does not return to RTLADA the duly signed Insertion Order before the Launch Date and the Advertisement is displayed, the Buyer acknowledges and accepts to be bound by the terms and conditions specified in the Agreement,

particularly the price and payment terms, and to transmit to RTLADA the Insertion Order signed as soon as possible.

The written acceptance of the Insertion Order can take place through an electronic system (e.g. DocuSign, Adobe Sign, etc.). At due time, RTLADA will send to the Buyer an electronic signature link (DocuSign, Adobe Sign etc.) to formalize the signature of the Insertion Order.

**2.3. Modification or amendment of the Insertion Order.** Notwithstanding the Insertion Order acceptance rules, any modification, revision or amendment to an issued Insertion Order already accepted shall be made and agreed between the Parties in writing (including electronic signature services as DocuSign or Adobe Sign or similar services). RTLADA will notify the Buyer of any necessary modification of the price and/or the Volume Expenditure calculation. If the acceptance of the modification, revision or amendment is made by e-mail, RTLADA will send to the Buyer an electronic signature link (DocuSign, Adobe Sign etc. ) to formalize the signature of the Insertion Order. The Buyer shall as soon as possible return to RTLADA the duly signed Insertion Order as modified, revised or amended. If the Parties do not reach an agreement on the modification or amendment of the Insertion Order, the Insertion Order remains valid and consequently no new Insertion Order will be issued.

### 3. Bookings

#### 3.1. RTLADA's acceptance of the Booking and inventory availability.

RTLADA has the right to accept or reject any Bookings for Advertisements submitted by the Buyer. RTLADA may accept the Bookings in written form, by displaying the Advertisement or by using an electronic Media Booking System.

After acceptance of the Booking, RTLADA will make its best commercial efforts to satisfy the Insertion Order confirmation. The Booking will contain the number of Impressions to be delivered during the

Advertisement broadcasting dates. Notwithstanding, Booking is subject to Properties inventory availability and conditioned upon technical feasibility. RTLADA can't guarantee the inventory availability in the Properties or the Volume Expenditure, being Booking not binding and without fixed character. Hence, the number of Impressions booked are an estimate of the number of Impressions to be delivered over the relevant Advertisement broadcasting dates and consequently the number of Impressions to be delivered may vary from the number of Impressions booked.

The Buyer acknowledges and agrees not being entitled to any reimbursement or compensation and RTLADA not being liable for under delivery of the booked Advertisements and/or for any Loss alleged to be linked to the under delivery of the booked Advertisements.

**3.2. Late Booking.** In case of late Booking and if accepted by RTLADA, RTLADA can propose to the Buyer to display the booked Advertisements at price and qualitative terms discretionary established by RTLADA.

### 4. Advertising Material

#### 4.1. Advertising Material Acceptance.

Advertiser shall assure that the Advertising Material complies with Advertising Material Policies. The Media Partners or RTLADA can reject at any time before the delivery any Advertising Material not respecting Advertising Material Policies. Consequentially, only Advertising Material which complies with Media Partners broadcasting requirements including technical requirements, Applicable Laws, relevant rules and guidelines imposed by the broadcasting competent authorities in the concerned broadcasting territory and industry codes applicable to the advertising product or service will be accepted. RTLADA will communicate by any means to the Buyer the Media Partners broadcasting requirements.

Furthermore, if applicable according to Applicable Laws, the Buyer shall ensure that the Advertising Material provided to the Media Partner and/or RTLADA for transmission or display on the Properties is the same Advertising Material (and where relevant, with the same clock number or ID-Number) as the Advertising Material approved by Clearcast/ARPP or other relevant body. For the sake of clarity, any approval by the Media Partner and/or by RTLADA of any Advertising Material will not be deemed to constitute an acceptance by the Media Partner or RTLADA that such Advertising Material is provided in accordance with the Agreement or the Advertising Materials, nor will it constitute a waiver of RTLADA's rights hereunder.

RTLADA or the Media Partner shall notify the Buyer of the non-compliance of the Advertising Material with the Advertising Material Policies. In this case, the Buyer shall provide alternative Advertising Material within a term of three (3) clear Working Days before the Launch Date. If such alternative Advertising Material does not comply with the Advertising Material Policies, RTLADA and (or the Media Partner) may decline to display such alternative Advertising Material and the Buyer shall pay the full amounts defined in the Insertion Order for the Booking made, notwithstanding that no Advertisements may have been displayed.

**4.2. Advertising Material Submission by the Buyer.** Advertising Material shall be delivered by the Buyer to RTLADA or the concerned Media Partner to the address indicated by RTLADA no less than five (5) clear Working Days before the relevant Launch Date.

Together with the Advertising Material, the Buyer shall provide in writing the details required for settlement with collecting societies for sound recordings, in particular the producer, composer, title and length of the music used in the Advertising Materials. If this information is not provided, the Buyer acknowledges and warrants that no industrial sound carriers

were used in the creation of the Advertising Materials.

In case the Buyer delivers the Advertising Material after this term:

RTLADA is entitled to decline to transmit to the Media Partner or display the Advertising Material on the Properties and is entitled to request full payment to the Buyer. Buyer is liable to pay in full all the amounts indicated in the Insertion Order (Impressions and other costs), whether the Advertising Material is totally/partially or not displayed in the concerned Properties during the term indicated in the Insertion Order.

RTLADA or the Media Partner shall not be liable for any request from the broadcasting territory competent authority to add, change or delete totally or partially the Advertising Material or a request of the Media Partner to comply with the broadcasting territory Applicable Laws.

Notwithstanding this:

1. the Launch Date will be delayed by one day for each Working Day that the Advertisement is delivered late. The end date will remain unchanged; and/or
2. the number of Impressions which RTLADA has agreed to provide and which is specified in the Insertion Order will be reduced on a pro rata basis to reflect the number of days by which the period of the Advertisement has been delayed.

**4.3. Advertising Material Changes.** The Buyer is entitled to propose changes on Advertising Materials and modify Instructions provided such modification intervenes at least three (3) clear Working Days before the relevant Launch Date. RTLADA is not obliged to apply such changes if it intervenes after the mentioned term. In case RTLADA accepts the changes proposed to the Advertising Materials by the Buyer, such change shall be recorded in a new Insertion Order and shall be invoiced separately. In case such change implies a modification of the agreed delays, RTLADA will provide to the

Buyer the applicable deadlines regarding the accepted Advertising Materials change.

**4.4. Rejection by RTLADA of Advertising Material.** RTLADA and/or the Media Partners are entitled to:

1. Decline to display any Advertisement in the Properties at any time, without justifying the decision in writing and without incurring in any liability.
2. Restrict or prevent any repeated display of any Advertisement.

In these specific cases, the Buyer is not obliged to pay to RTLADA the amounts described in the Insertion Order for the concerned Advertisements.

**4.5. Advertising Materials related to multiple Brands or multiple Advertisers.** RTLADA reserves the right at its sole discretion to refuse Advertising Material including more than one Advertiser's brand or including more than one Advertiser. If Advertising Material includes more than one brand or Advertiser, RTLADA will be entitled to charge to the Buyer the amount payable according to the Insertion Order in separated basis with respect to each brand and Advertiser on the basis that it comprises separate Advertisements and therefore counts for more than one Impression. For certain Properties, the display of Advertising Material including more than one brand or Advertiser will be invoiced at an additional cost. The Buyer will be informed in advance of such amount.

**4.6. Advertising Materials provision and liability.** Any Advertising Materials (including any content or materials) supplied by or on behalf of the Buyer to RTLADA will be treated by RTLADA with reasonable care. Nevertheless, RTLADA is not liable for any Loss arising out of or in connection with any loss, damage or deletion of said provided Advertising Materials by RTLADA or any third-party mandated by RTLADA. The Buyer shall maintain backup copies of all Advertising Materials provided to RTLADA and acquire the necessary insurance policy to protect

such Advertising Materials. RTLADA is not obliged to put in place any insurance to protect the Advertising Materials provided by or on behalf of the Buyer.

RTLADA is not obliged to store or return the provided Advertising Materials to the Buyer or any third-party designated by the Buyer and is entitled to destroy or delete such Advertising Materials if not displayed for a period of three (3) months after the date of last display what the Buyer acknowledges and accepts.

**4.7. Advertising Materials Intellectual Property.** The Buyer represents and warrants having all the necessary intellectual property rights and the image rights on the Advertising Materials (for the purposes of this section Advertising Materials will include any other materials and contents provided to RTLADA by the Buyer) to be displayed on the Properties. Consequentially, the Buyer take up all responsibility in case the displaying of the Advertisement by RTLADA, its Affiliates or the Media Partners infringes third-parties intellectual property rights, or the Advertisement contents affects third-parties (e.g. defamation) releasing RTLADA's of any responsibility towards the concerned third-party.

The Buyer grants RTLADA, its Affiliates and Media Partners a worldwide, royalty free, non-exclusive, freely assignable licence on the Advertising Materials and any other materials and contents provided to RTLADA to:

1. use the Advertising Materials for the purpose of enabling RTLADA (and its Affiliates and Media Partners and its and their sub-contractors) to perform its obligations under the Agreement, and
2. market, display, perform, transmit and promote the Advertisement on all Properties.

The Buyer undertakes to indemnify and hold RTLADA, its Affiliates and the Media Partners fully harmless from any third-party claim arising out of or in connection with the exercise by RTLADA or the Media

Partners of the foregoing rights. The Buyer shall promptly inform RTLADA of any third-party claim of which it becomes aware arising from the exercise by RTLADA of the foregoing rights.

#### **4.8. Warranties and limitation of liability linked to Advertising Materials.**

For the avoidance of doubt, neither RTLADA, its Affiliates nor any of its Media Partners shall have any liability in respect of any violation of any third-Party intellectual property right or image right linked to the Advertising Material or of any Loss arising out of or in connection with the application of any of the provisions of this clause 4 including the Broadcaster's refusal to approve Advertising Material for any reason.

#### **4.9. Buyer's warranties regarding Advertising Material.**

Furthermore the warranties related to the intellectual property on the Advertising Materials, the Buyer represents, warrants and undertake to RTLADA:

1. having obtained, maintained and paid for all necessary permits, licenses, authorizations and any other consents required under the Agreement, including the payment of the corresponding royalties and charges to the respective collecting societies and social security/pension insurances regarding the music used in the Advertising Materials;
2. If applicable, that Advertising Materials are Clearcast/ARPP or other applicable clearance body approved and complies with any relevant competent authority rules and guidelines and with Applicable Laws;
3. are not in any way misleading, false, defamatory, obscene, indecent or otherwise offensive;
4. does not contain any viruses including "trojans", "worms", "logic bombs", "cancelbots" or other malware or harmful code as the same may be generally understood within the computing industry from time to time.

The Buyer represents and warrants that:

1. Is the title holder or has the corresponding licenses regarding Advertising Materials;
2. Advertising Materials do not constitute a financial promotion within the meaning of any Applicable Law;
3. Advertising Materials comply with all Applicable Laws; and
4. Advertising Materials shall at all times perform without any material error or defect, shall be of satisfactory quality, shall not cause any harm or damage to any software or hardware used by the Properties operators and RTLADA or any third party and shall comply with any technical requirements communicated to the Buyer by RTLADA.

#### **5. Display of the Advertisements.**

RTLADA will use reasonable efforts to display the Advertisements according to the Buyer Instructions, the applicable technical standards and in the terms indicated in the Insertion Order. Nevertheless, the Buyer acknowledges and agrees that no commitment or warranty is given by RTLADA on the compliance of such terms and that the positioning of any Advertisement within the Properties is always at the sole discretion of RTLADA or the relevant Media Partners. In case the Advertising Materials do not comply with the technical requirements RTLADA and/or the Media Partners reserve the right to modify the Advertising Materials to adapt it to the technical requirements. The Buyer approves by agreeing to the Agreement any edit to the Advertising Materials relating to the content and/or graphical design and shall bear the cost of such an edit if it was caused by non-compliance to the technical requirements.

The Buyer also acknowledges and agrees that RTLADA may change Buyer's Instructions or any other aspect of the display of the Advertisement as it seems fit to comply with any change in Applicable Laws or change in the circumstances.

RTLADA will not be held responsible in any way for the content, nature or subject matter of any other advertising displayed on the Properties and the effect or otherwise that any of the same may have on the effectiveness or otherwise of any of the Advertisements.

In case of partial or non-display of the Advertisement, provided there is no fault of the Buyer in each case and subject to clause 4 (Advertising Material), RTLADA will use its reasonable efforts to agree with the Buyer on Alternative Advertisement broadcasting dates. If due to circumstances beyond the control of RTLADA, RTLADA or the Media Partners are unable to deliver the Advertisement at the alternative Advertisement broadcasting dates, the Buyer has no obligation to pay any amounts to RTLADA. In case of partial display, the Buyer is obliged to pay to RTLADA the amounts corresponding to the delivered Advertisement. Promptly after the delivery of Advertising Material, the Buyer shall examine the delivery and notify to RTLADA any deficiency in writing. In case Buyer's claims for deficiencies are unjustified, the Buyer shall reimburse to RTLADA the costs linked to the evaluation of the deviation and the provision of the services during the evaluation and remedy term. Save as provided in this clause RTLADA will have no liability for any Loss arising out of or in connection with any failure to display an Advertisement in whole or in part at any date or time or at all. The Parties agree that playback quality depends on the Advertising Materials provided by the Buyer and acknowledge that it is not possible to play back Advertising Materials without deviations according to the state of the art. As a consequence, RTLADA or the Media Partners is not liable for any default in the Advertising Material delivery in particular if caused by (i) failure of networks or computer breakdowns of third parties; (ii) incomplete or not updated offers on so called proxy servers (intermediate caches) or other providers of online services; or (iii) an outage of the ad servers that does not last longer than

twenty four consecutive or added hours within thirty days.

In case the Advertisement is incorrectly displayed through no fault of RTLADA such failure shall not constitute a breach of the Agreement. RTLADA and the Buyer will use their reasonable efforts to agree on how to compensate the Buyer.

RTLADA will provide its best efforts to display Advertising Materials according to the applicable technical standards.

RTLADA will deliver the Advertisement through its own ad servers or indirectly through Media Partners ad servers. Nevertheless, in certain cases, upon request of the Buyer, RTLADA may authorise the delivery of Advertising Material through an external ad server.

The Buyer shall notify to RTLADA in writing any deficiency regarding the delivery of the Advertisements in a delay of five (5) Working Days from the start of the campaign.

**5.1. Measurement of the delivered Impressions.** RTLADA shall directly through its own ad servers or indirectly through Media Partners ad servers, measure the number of Impressions actually achieved in relation to any Advertisement broadcasted. The actual delivered Impressions will be the basis of invoicing as measured by RTLADA.

Measurements of the actual Impressions of the delivered Advertisements will take place once the Advertisement is delivered to reconcile all completed Advertisements and actual Impressions. Such measurements apply in case the Buyer pays the price before the delivery of the Advertisements in the corresponding Properties. In the event the measurement reveals an under delivery of the Advertisements, RTLADA will propose to the Buyer new displaying slots or issue a credit note for the benefit of the Buyer up to the amount that hasn't been delivered. On the contrary, in case of over delivery, RTLADA will issue an additional



incremental invoice corresponding to the price of the over delivery.

The abovementioned does not apply to credit buyers who are billed after the Advertisement is delivered and measured.

**5.2. Booking Cancellation.** The Buyer is only entitled to cancel a Booking within a term of 3 weeks for all types of advertising to the exception of TV-Ads where a term of 6 weeks is necessary prior to the applicable Advanced Booking Deadline by giving e-mail written notice to RTLADA.

In the case where the Buyer's Booking cancellation intervenes before the Advance Booking Deadline, the Buyer is not liable to pay to RTLADA any cancellation amount, unless the concerned Property applies cancellation fees.

If the Buyer's Booking cancellation intervenes after the Advance Booking Deadline, the Buyer is liable to pay the full amount of RTLADA's due amounts in relation to the relevant Booking.

RTLADA is entitled to cancel any Booking at any time for any reason without any liability whatsoever on the part of RTLADA.

**5.3. Booking Deferment.** The Buyer may request RTLADA the deferment of the Booking provided:

1. The Buyer pays to RTLADA a deferment fee of 20% (twenty per cent) of the relevant agreed and approved Advertising Expenditure for such Booking, and
2. The Advertisement deferment launch date is no more than one (1) month of the first intended Launch Date, unless otherwise agreed between the Parties.

RTLADA may accept or not the deferment requested by the Buyer in its sole discretion without being obliged to sustain its decision.

### **5.4. Booking suspension or termination**

**5.4.1. Suspension or termination by RTLADA.** RTLADA is entitled to suspend or terminate any Booking or the Agreement

prior written notice to the Buyer at any time provided any of the following takes place:

1. The Buyer commits a material breach of any provision of the Agreement and if remediable, fails to remedy the breach within fifteen (15) Working Days from the receipt of the notice; or
2. The Buyer business activities or conduct are reasonably considered to be detrimental to the reputation and/or goodwill of RTLADA, its Affiliates or the Media Partners, or the Properties operators; or
3. The Buyer makes any composition with or assignment for the benefit of its creditors, ceases to carry on business or becomes insolvent; or
4. Any proceedings, whether voluntary or involuntary, are instituted for the winding-up of the Buyer or the appointment of a receiver other than for the purpose of a bona fide reconstruction; or
5. if there is a material change in the ownership of or a change of control of the Buyer or if the Buyer disposes of all or a substantial part of its assets or undertaking; or
6. RTLADA can't fulfil its obligations under the Agreement, or it becomes too onerous due to a change in Applicable Laws; or
7. There is a situation of force majeure.

In the event of RTLADA's termination of any Booking after the Advanced Booking Date, the Advertising Expenditure for the concerned Bookings shall become payable immediately on such termination.

**5.4.2. Suspension or termination by the Buyer.** The Buyer is entitled to suspend or terminate any Booking or the Agreement prior written notice to the Buyer at any time provided any of the following takes place:

1. RTLADA commits a material breach of any provision of the Agreement and if remediable, fails to remedy the breach

within fifteen (15) Working Days from the receipt of the notice; or

2. RTLADA makes any composition with or assignment for the benefit of its creditors, ceases to carry on business or becomes insolvent; or
3. Any proceedings, whether voluntary or involuntary, are instituted for the winding-up of RTLADA or the appointment of a receiver other than for the purpose of a bona fide reconstruction; or
4. Any modification of any Applicable Laws preventing the Buyer from continuing to fulfill its obligations under the Agreement; or
5. There is a situation of force majeure.

### 5.5. Consequences of Termination.

Upon termination, the rights and obligations of the Parties under the Agreement shall terminate to the exception of the obligations linked to the following clauses: Financial, Intellectual property, Confidentiality, Warranties and indemnities, Publicity and information concerning advertisements, Liability, Data protection, Rights of third parties and Governing law.

**6. Licenses.** The Buyer grants to RTLADA a non-exclusive, non-transferable, worldwide and royalty-free license to refer to the cooperation with the Advertiser on the Advertisements in its own marketing materials and therefore use Advertisers logo and trademark only in this context.

The Buyer grants to RTLADA a non-exclusive, transferable, worldwide and royalty-free license to use the data provided by the Buyer for the duration of the Agreement if necessary to provide the services. Furthermore, such license will be perpetual if such information is used by RTLADA in an anonymous way.

## 7. Financial

**7.1. Advertisement Price.** The price and terms of payment are defined in the relevant Insertion Order. In case of late Booking, the applicable prices are those

defined in the clause 3.2. (late booking). The Buyer acknowledges that the price has been agreed in the Insertion Order according to the provisions of clause 2.2. Buyer's acceptance of the Insertion Order.

The price indicated in the Insertion Order does not include the extra expenditures that RTLADA or the corresponding Media Partner may incur. Such expenditures will be object of a detailed separated invoice.

The price agreed between the Parties on the Insertion Order corresponds to Advertisements being booked by the Buyer in advance of the Advance Booking Deadline. In case the Advertisements are booked after the Advance Booking Deadline or if any of the Advertisements display parameter change as per what was indicated in the Insertion Order, RTLADA is entitled to provide a new price.

The Buyer shall pay the price of the Advertisements display in the terms described in the corresponding Insertion Order. If the Insertion Order does not describe such terms, the Buyer shall pay the price according to the Advertisement display pricing terms of this clause.

### 7.2. Advertisement display pricing terms

**7.2.1. Invoicing terms.** The Buyer shall pay the Advertisements displayed according to the terms defined in the Insertion Order.

RTLADA shall invoice the Advertisements displayed monthly, based on the actual delivered Impressions by Advertisement displayed as measured by RTLADA, adding to all invoices any applicable tax to the amount that should be paid by the Buyer. Invoices will be sent by e-mail for the month being dispatched in normal circumstances not later than five (5) Working Days from the end of that month. Failure by RTLADA to deliver or dispatch an invoice at the times referred to above will not affect the obligations of the Buyer to make payment as required in accordance with this section.

The Buyer may dispute the invoices within a term of 14 days after receipt of the invoice. Thereafter, the invoice is deemed approved by the Buyer.

Invoices shall be paid in Euros unless the Insertions Order sets up a different currency. The Buyer will assume any exchange rate variation that can take place between Euros and the local currency as well as any applicable money wire fees.

**7.2.2. Payment delays.** The Buyer shall pay each valid and undisputed invoice without deductions within thirty (30) days from the date of issuance of the invoice, unless otherwise indicated in the corresponding Insertion Order. For the avoidance of doubt, for the delivery of Advertisements in certain Properties, a prepayment of defined amount may be requested by RTLADA. RTLADA has a right of retention in this regard, in particular to withhold delivery of the corresponding Advertisement.

If a Buyer fails to pay in the delay indicated in this clause, RTLADA may at any time thereafter, without any liability to the Buyer, refuse to display any Advertisement on behalf of the Buyer.

If the Buyer has been granted credit by RTLADA, including or not a credit insurance subject to any limit or condition but only to the extent such credit insurance limit or condition has not at the relevant time been exceeded or satisfied and fails to comply with the payment delays described in this clause, without prejudice to its other rights and remedies, RTLADA may also at any time thereafter, without any liability to RTLADA, withdraw any credit granted to the Buyer.

**7.2.3. Late payment penalties.** In the event of late payment, the Buyer shall owe late payment interest according to the provision of statutory laws on the sums overdue on a compounded basis until payment is received in full by RTLADA. Penalties for late payments are automatically due per day of delay without

RTLADA having the obligation to serve any formal notice or reminder.

Additionally, in the event of late payment by the Buyer, RTLADA may, without prejudice to its other remedies and until payment of all outstanding sums with the interest thereon is received in full withhold any further delivery and to require changes in payment conditions. Where delivery is suspended, RTLADA shall have no liability to the Buyer for or arising from such suspension or delay and in suspending the delivery of the Advertisements.

**7.3. Media Agency Commission.** On a case-by-case basis, RTLADA may grant agency commission to a media agency at any time, at its absolute discretion and in the terms and amounts defined by RTLADA. Such agency commission shall apply in respect of the purchase of Advertisements in the Properties and shall respect the Applicable Law in the territory of display provided the Buyer evidences the intervention of a media agency representing the Advertiser and acting as Buyer.

The base of calculation of the agency commission will be the actual cost of the Advertisement excluding any charges or fees. The applicable payment terms are those described in sections 7.2.1. and 7.2.2.

**7.4. Advertisements broadcasting credit.** RTLADA is entitled, at its absolute discretion, to allow the Buyer to pay later a specific invoice. Consequentially, RTLADA will define and notify such credit conditions and/or limits to the Buyer in due time. In case of being eligible to the credit, the Buyer shall comply with the obligations stated in the agreements on the credit, including the provision of any requested warranties.

For the purpose of analyzing Buyer's eligibility to obtain credit, the Buyer shall transmit to RTLADA and/or to the credit insurance company indicated by RTLADA

the requested information in the given term. Such information shall serve to analyze Buyer's financial position to evidence its credit worthiness. The Buyer represents and warrants that all information provided to RTLADA, its Media Partners and insurance company designated by RTLADA shall be updated, exact, accurate and not misleading. The transmission of said information and of any report made by RTLADA or by the insurance company mandated by RTLADA will not in any way oblige RTLADA to grant credit to the Buyer.

In case of a credit already granted by RTLADA to the Buyer, RTLADA is entitled to withdraw such a credit and/or vary any conditions and/or limits applying to any future credit.

The Buyer concerned by the credit shall pay credit charges not later than the last day of the month following each respective calendar month in which the Advertisement is displayed. RTLADA is entitled to withdraw any granted credit or refuse to display any Advertisement on behalf of the Buyer in the event the Buyer's has failed to pay any of the monthly credit maturity dates.

**7.5. Non-cash and part cash transactions.** When applicable, the calculation of the Advertising Expenditure for the Buyer will include all non-cash and part cash transactions including Barter and Contra transactions for or on behalf of the Buyer, its Affiliates or the Advertiser, whether such Advertising Expenditure was transacted through the Buyer or a Third-Party Representative and all Gross Expenditure invested in the Properties. In this regard, the Advertising Expenditure will be valued at the full arm's length market value of the display of the relevant Advertisements on the relevant Properties.

**8. Data Protection.** Each Party acknowledges that it is an independent Data Controller in respect of any Personal Data of the other Party's staff that it collects and processes in connection with the Agreement for the Purpose of

complying with the Agreement obligations, exercising the Agreement rights and maintaining the business relationship with that Party while complying with GDPR and other applicable laws and regulations.

For the sake of clarity, the definitions employed in the present article as stated in block capitals correspond to the definitions given to these terms as set out in the GRDP.

Each Party in its capacity as Data Controller of the other's Party staff Personal Data received pursuant to the Agreement will only Process such Personal Data for the above Purpose and take the Appropriate Technical and Organizational Measures to protect such Personal Data.

## **9. Confidentiality**

**Confidential Information** means the Agreement (including the Insertion Order), its contents, and any information marked as such and any other information which might reasonably be assumed to be confidential in any form emanating from either Party at any time and shall include any compilation of otherwise public information in a form not publicly known and the existence and contents of any agreement in respect of the display of Advertisements to which RTLADA is a Party and any information, materials or data in any form produced by, for or on behalf of either Party during the term of or pursuant to such an Agreement but shall not include:

(a) information which at the time of disclosure is publicly known or information which after disclosure becomes publicly known other than as a result of any breach of such Agreement;

(b) information which can be shown to be known to the other Party, other than under a subsisting obligation of confidentiality, or restricted use, prior to the disclosure; and

(c) information made available to the other Party by a third party having a right to do so and who has not imposed on that Party any subsisting obligation of confidentiality or restricted use in respect thereof;

The Parties are only entitled to disclose Confidential Information under the Agreement only on a strict "need to know" basis to those of its employees or representatives and/or consultants including relevant Affiliates, Media Partners and insurance companies in the course of the performance of the Parties obligations pertaining to the Agreement and who are at the time of disclosure bound by confidentiality and non-use obligations which are consistent with and not less stringent than the Parties confidentiality and non-use obligations hereunder.

No Buyer shall, without the prior written consent of RTLADA, publish any information in connection with any Advertising Material or Advertisement or which has been displayed or is scheduled for display on any of the Properties. The Buyer shall treat any information, not already in the public domain, about RTLADA, its Affiliates or its Media Partners (including, for the avoidance of doubt, in respect of programs or other content and Campaigns) as Confidential Information. RTLADA shall be entitled to refer to the Buyer's association with RTLADA and the Advertisement booked hereunder to promote RTLADA's business generally.

The Parties, their Affiliates and their respective employees, directors and subcontractors of any tier shall hold in strict confidence and shall not disclose, whether directly or indirectly, to any person(s), company(ies) or other third parties outside its organization, any Confidential Information provided by the counterparty or its Affiliates within the scope of the Agreement, or of which the Parties becomes aware of during and in connection with the Agreement and shall maintain at least the same standard of custody of such Confidential Information as it keeps custody of its own confidential information but not less than a standard of care that is reasonable under the circumstances to maintain secrecy and control disclosure.

The Parties shall make no commercial use of the Confidential Information without the prior written consent of the counterpart and agree to protect Confidential Information from disclosure to any unauthorized party.

The obligations as per this article apply to Confidential Information disclosed by the Parties prior to entering into the Agreement as well as Confidential Information disclosed under the Agreement.

This obligation shall not apply to:

1. Information which, at the time of disclosure, is already in the public domain through no fault of any of the Parties (the Party that allegedly breaches the obligation shall have the burden of proof if disputed);
2. Information which, after disclosure, becomes a part of the public domain by publication through no violation of the Agreement;
3. Information which the Parties are able to prove has been lawfully in their possession prior to any disclosure under the Agreement. In this case, the Parties will demonstrate that they are in possession of this Information in writing within thirty (30) calendar days of receipt of Information, or forego application of this provision;
4. Information which is hereafter lawfully disclosed by a third party to any of the Parties, where such third party did not acquire the Information under a still effective obligation.
5. Information which is required to be disclosed by law, regulation or action of any governmental agency or authority. The requested Party shall give the counterpart immediate notice to permit it to seek a protective order or similar order with respect to such Confidential Information and thereafter discloses only the minimum information required to be disclosed. Upon expiration, cancellation, or termination of the Agreement, or at any

time, and from time to time, the disclosing Party may demand return of all or any designated portion of Confidential Information it has disclosed to the other Party. Within 15 (fifteen) days of receipt of such notice designating such Confidential Information, the receiving Party shall:

- return to the disclosing Party all of the original of such Confidential Information (whether in hard copy, magnetic or other electronic form or otherwise) disclosed to it by or on behalf of the disclosing Party;
- destroy any materials, in whatever form, in its possession prepared or created directly or indirectly by the receiving Party (including copies, reproduction, extracts, notes, analyses, records, memoranda, reports, valuations, analyses, and summaries) containing Confidential Information, except that any such Confidential Information retained in the receiving Party's computer back-up systems may be destroyed in accordance with Receiving Party's regular ongoing records retention process.

The receiving Party shall notify the disclosing Party promptly upon the completion of its return, destruction, and/or erasure of Confidential Information.

The obligations and non-use set forth in this Article shall remain in force for five (5) years upon termination or expiry of the Agreement, provided that it shall remain in force with respect to the Parties, their Affiliates' or their licensors' proprietary information until such Confidential Information enters into the public domain other than through the breach of any of the Parties.

**10. Liability**

**10.1. RTLADA's Liability:**

1. RTLADA shall only be liable for damages (a) caused intentionally or through gross negligence by RTLADA; (b) resulting from injury to life, body or health which can be attributed to RTLADA; or (c) if the damage is caused by the breach of an obligation of

RTLADA, the fulfilment of which makes the proper execution of this terms and conditions possible and on the compliance of which the Buyer regularly trusts and may rely (cardinal obligation).

2. In the cases referred to in letters (a) and (b) of paragraph 1., RTLADA shall be liable within the scope of the statutory liability. In all other cases of paragraph 1., the claim for damages shall be limited to the damage foreseeable and typical for this type of contract. The parties agree that typical and foreseeable are damages limited to the amount paid by the Buyer (less applicable VAT) to RTLADA in respect of the relevant Advertisement Booking in connection with which the damages claim arises. If the Buyer is at risk of damage that may exceed this amount, the Buyer is obligated to notify RTLADA immediately.

3. RTLADA's liability shall be excluded in any other case that is not mentioned in paragraph 1.

The liability provisions in the preceding paragraphs shall also apply to the personal liability of the Provider's representatives, employees and vicarious agents. Except In the cases referred to in letters (a) and (b) of paragraph 1. in no event will RTLADA be liable for:

- 1. any indirect or consequential loss, claim or damage; nor
- 2. any direct or indirect loss of profits, loss of reputation, data, business or opportunity, or other economic loss.

Insofar as liability arises under mandatory applicable law (e.g. German product liability), from the assumption of a guarantee or due to fraudulent misrepresentation, it shall remain unaffected by the liability regulations above. Liability prescription don't apply in this case.

Liability for data loss caused by simple negligence, shall be limited to the typical cost of recovery that would have been

incurred if backup copies had been made regularly and in accordance with the risks involved.

If RTLADA only arranges services of third parties (e.g. photographers, illustrators, service-providers, database developers, etc.) for the Buyer or for the operator of the website on behalf of the Buyer in a way that these third parties enter into a direct contractual relationship with the Buyer or the operator of the website, RTLADA is only liable for the diligent selection of such third parties.

RTLADA does not assume any guarantee or liability for the content of websites, even if they can only be accessed via the website where the Advertising Material is shown.

RTLADA does not assume any liability for recommendations, advice, indications or similar unbinding acts under or outside the Agreement, in particular in relation to the distribution and shifting of marketing budgets ("Non-binding Information"). RTLADA does not assume any liability regarding the existence, correctness, completeness or quality of the Non-binding Information. The aforementioned also applies, if the Advertiser requests additional services beyond the delivery of Advertising Materials (e.g. analysis of user behaviour based on reporting standards).

All claims against RTLADA for damage or reimbursement of wasted investments prescribe after two (2) years after the Buyer became aware or should have become aware of the damage, or three (3) years upon the event causing the damage, provided that the statute of limitation rules of applicable law shall apply unamended in case (a) RTLADA has acted intentionally or through gross negligence; (b) an injury to life, body or health has been caused and is attributable to RTLADA; (c) mandatory law applies; (d) of a guarantee; or (e) of fraudulent misrepresentation.

**10.2. Buyer Indemnity.** Notwithstanding anything to the contrary contained herein, the Buyer will indemnify and hold harmless and keep RTLADA, RTLADA's Affiliates and

its Media Partners indemnified against all Loss arising from any breach or threatened or purported breach of any warranties or any of its obligations contained herein.

**10.3. Third parties claim indemnities.**

The Parties engage to keep each other indemnified against all third parties claims that result from the breach of the warranties indicated in the Agreement ("Claim") including the costs associated with such a Claim. The indemnified party must notify the indemnifying party in writing of any such Claim providing the necessary documentation; cooperate with the indemnifying party in defending the Claim and authorizes the indemnification party to control the Claim defense and select the legal advisor of its choice. The indemnifying party shall assume the cost of the legal advisor in accordance with the German Attorney Remuneration Act (*Rechtsanwaltsvergütungsgesetz*). However, the indemnifying party shall not enter into a settlement with the claimant without the prior written consent of the indemnified party.

**11. Co-operation with Competent Authority.** In the event of any issues raised by any relevant Competent Authority in connection with RTLADA's compliance with any Applicable Laws, the Buyer shall cooperate fully with RTLADA, RTLADA's Affiliates and its Media Partners and provide such assistance as may reasonably be required by any of the same in connection with such issue.

**12. Force Majeure.** Neither Party shall be liable for the non-performance of its obligations under the Agreement if and to the extent such non-performance arises from a Force Majeure event.

The Party that raises the Force Majeure event shall notify the other Party of such occurrence without delay and shall in particular inform the other Party of the consequences of such event and the estimated duration of the event. The first Party shall also promptly inform the other of the ceasing of the Force Majeure event.

So long as the force majeure event lasts, the performance by the Parties of the obligations affected by the force majeure event shall be withheld. They shall resume immediately upon ceasing of the Force Majeure event.

The Parties shall meet promptly in order to elaborate on the potential corrective measures to be taken to mitigate the consequences of the Force Majeure event.

However, in the event the Force Majeure event lasts more than three (3) consecutive months, the Party non affected by the Force Majeure event can terminate the Agreement with immediate effect by written notification, with no indemnity whatsoever being due by a Party to the other Party on the basis of the non-performance arising from the Force Majeure event.

**13. Hardship.** In the event of change of circumstances that were not foreseeable at the Booking so that the performance of the Agreement concerning such a Booking by one of the Parties has become excessively onerous, that Party can propose, and if so promptly following the change of circumstances, by written notice to the other Party to renegotiate the terms of the Agreement. During the negotiation period, that shall not exceed three (3) months from the date of issuance of the written notice, the requesting Party shall continue to abide by the terms of the Agreement. In the event the Parties, after good faith negotiations, cannot agree on an amendment to the existing Agreement during the negotiation period, then each Party may terminate the Agreement in the terms and conditions herein.

**14. Assignment** The Buyer is not entitled to assign or in any form dispose of the Agreement or any part thereof without the prior written consent of RTLADA. RTLADA is entitled to assign or in any form dispose of the Agreement by providing written notice to the Buyer, whose consent is not required.

The Buyer may not assign its claims – notwithstanding Section 354a of the German Commercial Code – to third parties.

**15. Waiver.** No waiver by either party of any breach or series of breaches or defaults in performance by the other party, and no failure, refusal or neglect of either party to exercise any right, power or option given to it hereunder or to insist upon strict compliance with or performance of either party's obligations under the Agreement, shall constitute a waiver of the provisions of the Agreement with respect to any subsequent breach thereof or a waiver by either party of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

**16. Entire Agreement – Amendment.** The Agreement sets forth all undertakings between the Parties hereto and supersedes and terminates all prior contracts and understandings between the Parties. There are no undertakings, either oral or written, between them concerning the subject matter hereof, other than as are herein set forth. No subsequent alteration, amendment, change or addition to the Agreement shall be binding upon the Parties hereto unless reduced to writing and signed by the respective authorized officers of the Parties including electronic form.

**17. Notices.** Any notices, consents or other communications required or permitted to be given or sent under the Agreement shall be in writing or in text form (e.g. per e-mail) and sent to the addresses of the parties indicated in the Insertion Order.

Or such mail address as either Party shall advise to the other by notice in writing. Notices shall be deemed to be received:

1. In the case of notice sent by airmail postage prepaid, on the 15th day after posting, except in the case of registered airmail postage prepaid, in which case the notice shall be deemed to be received on



the date of receipt; and

2. In the case of e-mail, on the date of transmission.

**18. Exclusion of Implied Relationships.**

Nothing contained in the Agreement shall be so construed as to constitute a partnership, joint venture, or an employer or employee partnership between the Parties. Each Party shall be fully and solely responsible for its staff and, as the case may be, for its sub-contractors under the Agreement.

**19. Good faith and fair dealing.**

The Parties will act in accordance with good faith and fair dealing in carrying out their obligations under the Agreement. The provisions of the Agreement, as well as any statement made by the Parties in connection with the Agreement shall be interpreted in good faith.

**20. Captions.** Captions are inserted herein only for the convenience of the Parties and do not form a substantive part of the Agreement.

**21. Third parties' rights.** A person or entity that is not a Party to the Agreement has no right to enforce or to enjoy the benefit of any term of the Agreement.

**22. Modifications.** RTLADA shall have the right, at its entire discretion and at any time to modify the present Terms and Conditions and shall endeavour to inform the Buyer of such modifications as much in advance as possible.

**23. Applicable Law and Jurisdiction.**

The Agreement shall be exclusively governed by the laws of Germany to the exclusion of any conflicts of law provisions. Any disputes and claims arising between the Parties in relation with the execution, applicability and validity, interpretation performance or end of the Agreement which cannot be settled amicably within sixty (60) calendar days from the notification by one Party to the other Party of such dispute or claim, shall be submitted by the Parties to the

exclusive jurisdiction of the Hamburg courts in Germany.

**24. Validity.** The present terms and conditions are valid from 1<sup>st</sup> of March 2024 on.

**RTL AdAlliance GmbH**

[rtl-adalliance.com](http://rtl-adalliance.com)