

These General Terms and Conditions for Advertising (“**T&Cs**”) apply to the display of all advertisements sold by RTL AdAlliance GesmbH, Stella-Klein-Löw-Weg 11–17, Haus C, 1020 Vienna (“**RTL AdAlliance**”), either (a) on its own behalf (in its own name and for its own account), and/or (b) on behalf of its Media Partners (acting as a commissionaire in its own name but for the account of the respective Media Partner), on any Properties, as specified in the applicable Insertion Order issued by RTL AdAlliance.

For clarity: If RTL AdAlliance acts as a commissionaire, the respective Media Partner terms and conditions and Advertising Material Policies (made available to the Buyer upon request) prevail in regard of Advertising Spaces, Advertising Material, timings of delivery of Advertising Material and/or display-specific regulations of Advertising Material.

1. Definitions. The following words and expressions shall have the meaning defined herein, whether they are used in these T&C or in any Insertion Order:

Advance Booking Deadline means the date falling four (4) full 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 on the Properties specified in the Insertion Order.

Advertiser shall mean any person, company, governmental organization or other legal entity identified in the Insertion Order for whose benefit the Buyer intends to place advertisements. The Advertiser may also act as the Buyer itself.

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

Advertising Material means any creative content, including but not limited to text, images, audio, video, graphics, or other promotional assets, provided by or on behalf of the Advertiser, that is intended to be broadcast, transmitted, displayed, or otherwise published on the Properties, as specified and agreed in the applicable Insertion Order.

Advertising Material Policies shall mean the advertising specifications, standards and limitations imposed by the corresponding Properties, RTL AdAlliance, 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.

Agreement shall mean these T&C, together with the Insertion Order.

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 these T&C 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 RTL AdAlliance to book Advertisements on 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.

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 RTL AdAlliance regarding its own Advertising Spaces 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 1.000 (one thousand) Impressions in respect of the relevant Advertisement as specified in the Insertion Order.

Data Protection Rules means all applicable laws relating to the processing and protection of personal information/personal data (as defined under applicable laws), including, without limitation, the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the UK General Data Protection Regulation ("UK GDPR"), and the California Consumer Privacy Act as updated and amended by the California Privacy Rights Act of 2020 ("CCPA"), in each case, as changed, supplemented, amended, or replaced thereafter.

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 means RTL AdAlliance's advertising, insertion or purchase order means the order document agreed between RTL AdAlliance and the Buyer, whatever its label (including without limitation Insertion Order, Booking confirmation, order/order form, Campaign order, media plan, proposal/offer) regarding the display of Advertisements on the Properties. 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 RTL AdAlliance regarding the timing and geography of Advertisements as set out in the Insertion Order.

Intellectual Property Rights means any and all patents, utility models, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist.

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 RTL AdAlliance.

Media Partner means any third-party editor / broadcaster or its media house having granted to RTL AdAlliance the right to sell Advertising Spaces in different media.

Parties means Buyer and RTL AdAlliance

Party shall mean either Buyer or RTL AdAlliance individually.

Properties means all relevant media including all relevant Advertising Spaces owned by RTL AdAlliance or Media Partners or operated by RTL AdAlliance or Media Partner where the Advertisement may be displayed. RTL AdAlliance retains the right to modify or amend the content, format or any other aspect of the Properties at any time and for the future in its sole discretion.

Special Ads shall mean non-standard advertising formats that deviate from regular advertisement in terms

of placement, design, duration, or integration. This may include, but is not limited to, split screens, single spots, roadblocks, countdown spots, advertising in program environments, or any other innovative advertising formats.

Special Creation shall mean individually produced or customized advertising assets or Advertising Spaces designed specifically.

Sponsoring means any commercial communication in which the Advertiser contributes financially or in kind to the financing of programs, content, or advertising placements with the aim of promoting its name, brand, products, or services.

TV Sponsorship means specifically refers to Sponsoring related to a TV program.

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.

Transmission shall mean each individual broadcast or airing of an Advertisement, Sponsoring, TV Sponsoring, or any other advertising element (including re-runs, live broadcasts, time-shifted broadcasts and simultaneous online streaming). Each airing shall count as one (1) Transmission, irrespective of its duration.

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 RTL AdAlliance 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 at the registered office of RTL AdAlliance.

2. Interpretation

In these T&C and any Insertion Order, unless the context otherwise requires:

- a) Captions are inserted herein only for the convenience of the Parties and do not form a substantive part of the Agreement;
- b) a reference to a clause is a reference to a clause of these T&C unless in the context the reference is clearly to a clause of the Insertion Order;
- c) any reference to RTL AdAlliance or the Buyer includes a reference to their respective personal representatives, successors in title and permitted assignees;
- d) 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;
- e) a reference to a person includes an individual, firm, partnership, business division, joint venture, agency, trust, association, body corporate, corporation, company, committee, organization and any other entity whether or not having a separate legal personality;
- f) the headings are for convenience only and will not affect its interpretation;
- g) for the purposes of calculating Impressions, RTL AdAlliance shall use such measurement service or mechanism as it deems appropriate; and
- h) for the purposes of targeting Advertisements, RTL AdAlliance may use audience segmentation categories from time to time, in order to target audiences on behalf of the Buyer.

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 Buyer or the Advertiser and even if RTL AdAlliance executes such order without objecting explicitly to such general terms and conditions.

In case of any conflict between the Insertion Order or other contractual documents expressly agreed between the Parties and these T&C, the specific terms of the Insertion Order or the specific terms of the expressly agreed document shall prevail.

3. Insertion Orders

3.1. 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.

3.2. Acceptance of the Insertion Order.

Insertion Orders issued by RTL AdAlliance are non-binding and subject to availability and conditioned upon technical feasibility.

The Buyer shall book of the Insertion Order to RTL AdAlliance prior to the Launch Date and within two (2) working days after receipt of the Insertion Order, unless the Booking is confirmed later by RTL AdAlliance or otherwise specified in the Insertion Order. This Booking shall be deemed concluded either upon written or electronic confirmation or upon the first placement of the advertisement.

4. Advertising Material

4.1. Advertising Material Acceptance. Buyer shall assure that the Advertising Material complies with Advertising Material Policies. The Media Partners or RTL AdAlliance can reject at any time before the delivery any Advertising that does not comply with respective Advertising Material Policies 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. RTL AdAlliance will communicate the Media Partners broadcasting requirements to the Buyer upon its request.

4.2. Advertising Material Submission by the Buyer. Advertising Material shall be delivered by the Buyer to RTL AdAlliance or the concerned Media Partner to the address indicated by RTL AdAlliance 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.

4.3. Late Delivery of Advertising Material. In case the Buyer does not deliver the Advertising Material in accordance with Section 5.2 hereof, RTL AdAlliance may postpone the campaign start and/or reduce the number of Impressions (or if stated in the agreed Insertion Order another parameter, e.g. Transmissions) on a pro rata basis. A liquidated damages amount of 10% of the Insertion Order value per delayed business day (up to a maximum of 80%) is hereby agreed. The Buyer remains entitled to prove a lower damage, and RTL AdAlliance remains entitled to prove a higher damage.

RTL AdAlliance 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 Applicable Laws.

Notwithstanding anything hereunder:

- a) The Launch Date will be delayed by one day for each Working Day that the Advertisement is delivered late while the end date will remain unchanged; and/or
- b) The number of Impressions (or any other parameter, e.g. Transmissions, stated in the agreed Insertion Order) which RTL AdAlliance 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.

4.4. Advertising Material Changes. The Buyer is entitled to propose changes on Advertising Materials and modify Instructions provided such modification intervenes at least three (3) Working Days before the relevant Launch Date. RTL AdAlliance is not obliged to apply such changes if it intervenes after the mentioned term. In case RTL AdAlliance 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, RTL AdAlliance will provide to the Buyer the applicable deadlines regarding the accepted Advertising Materials change.

4.5. Rejection by RTL AdAlliance of Advertising Material. RTL AdAlliance and/or the Media Partners are entitled to:

- a) decline to display any Advertisement on the Properties at any time, in particular if (i) the Advertisement violates applicable law, regulatory requirements or industry standards, (ii) the content is inappropriate, misleading or offensive, (iii) technical or operational reasons prevent proper display, or (iv) other legitimate business reasons apply. RTL AdAlliance shall not be required to justify its decision in writing and shall not be liable for any damages, costs or losses resulting from such refusal, except in cases of intent or gross negligence.
- b) Restrict or prevent any repeated display of any Advertisement.

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

4.6. Advertising Materials related to multiple Brands or multiple Advertisers. RTL AdAlliance 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, RTL AdAlliance 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 (or if stated in the agreed Insertion Order another parameter, e.g. Transmissions). 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.

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

RTL AdAlliance 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.

4.8. Advertising Materials Intellectual Property Rights. The Buyer guarantees 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 RTL

AdAlliance by the Buyer) to be displayed on the Properties. Consequentially, the Buyer take up all responsibility in case the displaying of the Advertisement by RTL AdAlliance, its Affiliates or the Media Partners infringes third-parties Intellectual Property Rights, or the Advertisement contents affects third-parties (e.g. defamation) releasing RTL AdAlliance's of any responsibility towards the concerned third-party.

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

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

The Buyer undertakes to indemnify and hold RTL AdAlliance and its Affiliates and the Media Partners fully harmless from any third- party claim arising out of or in connection with the exercise by RTL AdAlliance or the Media Partners of the foregoing rights. The Buyer shall promptly inform RTL AdAlliance of any third-party claim of which it becomes aware arising from the exercise by RTL AdAlliance of the foregoing rights.

4.9. Guarantees and limitation of liability linked to Advertising Materials. For the avoidance of doubt, neither RTL AdAlliance, 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 Section 4 including the Broadcaster's refusal to approve Advertising Material for any and no reason.

4.10. Buyer's guarantees regarding Advertising Material. Furthermore, related to the intellectual property on the Advertising Materials, the Buyer guarantees to RTL AdAlliance:

- a) 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;
- b) If applicable, that Advertising Materials are applicable clearance body approved and complies with any relevant Competent Authority rules and guidelines and with Applicable Laws;
- c) are not in any way misleading, false, defamatory, obscene, indecent or otherwise offensive;
- d) 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.
- e) the Buyer is the title holder or has the corresponding licenses regarding Advertising Materials;
- f) Advertising Materials do not constitute a financial promotion within the meaning of any Applicable Laws;
- g) Advertising Materials comply with all Applicable Laws; and
- h) 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 RTL AdAlliance or any third party and shall comply with any technical requirements communicated to the Buyer by RTL AdAlliance.

The Buyer undertakes to indemnify and hold RTL AdAlliance and its Affiliates and the Media Partners fully harmless from any third- party claim arising out of or in connection with a breach of Sections 4.10. a) – d) and g). The Buyer shall promptly inform RTL AdAlliance of any third-party claim of which it becomes aware arising from the exercise by RTL AdAlliance of the foregoing rights.

5. Display of the Advertisements

5.1. RTL AdAlliance will use commercially 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 guarantee is given by RTL AdAlliance on the compliance of such terms and that the positioning of any Advertisement within the Properties is always at the sole discretion of RTL AdAlliance or the relevant Media Partners. In case the Advertising Materials do not comply with the technical requirements RTL AdAlliance and/or the Media Partners reserve the right to modify the Advertising Materials to adapt it to the technical requirements. The Buyer acknowledges and agrees to 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.

5.2. The Buyer also acknowledges and agrees that RTL AdAlliance 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.

5.3. RTL AdAlliance 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.

5.4. In case of partial or non-display of the Advertisement, provided there is no fault of the Buyer in each case and subject to Section 4 (Advertising Material), RTL AdAlliance will use its commercially reasonable efforts to agree with the Buyer on alternative Advertisement broadcasting dates. If due to circumstances beyond the control of RTL AdAlliance, RTL AdAlliance 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 RTL AdAlliance. In case of partial display, the Buyer is obliged to pay to RTL AdAlliance the amounts corresponding to the delivered Advertisement. Promptly after the delivery of the Advertising Materials, the Buyer shall examine the delivery and notify to RTL AdAlliance any deficiency in writing. In case Buyer's claims for deficiencies are unjustified, the Buyer shall reimburse to RTL AdAlliance 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 Section, RTL AdAlliance 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 is not possible to play back Advertising Materials without deviations according to the state of the art. As a consequence, RTL AdAlliance or the Media Partner is not liable for any default in the Advertising Material delivery in particular if caused by a) failure of networks or computer breakdowns of third parties; b) incomplete or not updated offers on so called proxy servers (intermediate caches) or other providers of online services; and/or c) an outage of the ad servers that does not last longer than 24 (twenty four) consecutive or added hours within thirty days.

5.5. In case the Advertisement is incorrectly displayed through no fault of RTL AdAlliance such failure shall not constitute a breach of the Agreement.

5.6. RTL AdAlliance will use best efforts to display Advertising Materials according to the applicable technical standards.

5.7. RTL AdAlliance will deliver the Advertisement through its own ad servers or indirectly through Media Partners ad servers.

5.8. Nevertheless, in certain cases, upon request of the Buyer, RTL AdAlliance may authorize the delivery of Advertising Material through an external ad server.

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

6. Sponsoring, Special Ads and Special Creations

6.1. In addition to the other provisions of these T&Cs, the provisions set out in this Section shall apply to Sponsorship and Special Ads and shall prevail in relation to any Sponsorship matters.

6.2. TV Sponsoring. If the number of Transmissions is lower than offered, only the actual transmissions will be charged (pro-rata reduction). If more Transmissions are possible than agreed, RTL AdAlliance will notify/adjust the offer, and additional Transmissions may be booked at the rate/price group applicable at the time of contract conclusion. In case of a schedule shift, a new offer will be issued. Legal clearance by RTL AdAlliance in advance (storyboard at least ten (10) weeks before first Transmission). If the Media Partner and/or RTL AdAlliance raises objections, the Buyer shall implement the required changes and deliver the final version at least three (3) working days prior to Transmission.

6.3. No liability of the Media Partner and/or RTL AdAlliance. RTL AdAlliance may, considering exclusivity rules, award Sponsoring of the program to another Buyers; exclusivity relates to sponsoring only. The Buyer must bindingly indicate the product, brand or service that sponsors the show; in case of late product indication/swap, RTL AdAlliance cannot guarantee compliance with any agreed exclusivity.

6.4. Sponsoring, Special Ad and Special Creation cancellation fees. The sponsoring cancellation fees are as follows:

- Twelve (12) weeks before Transmission: 10% of gross rate (i.e. "Media Brutto" in accordance with price list);
- eight (8) weeks before Transmissions: 50% of gross rate;
- four (4) weeks before Transmission: 100% of gross rate.

6.5. Exclusive Position and Special Creation. Offers are non-binding; split-screen spots must be provided at least three (3) days before Transmission.

6.6. Realization subject to availability.

All Bookings of Sponsoring, Special Ads and Special Creations are subject to availability. Changes in rate or price groups may result in corresponding price adjustments. Such changes shall only become effective if and when they are duly communicated to the Buyer in text or written form in advance and

if the Sponsoring, Special Ads and/or Special Creations has not been started, the Buyer shall have the right to withdraw in written the Booking within five (5) Working Days T&Cs upon receipt of the price change notification, without any costs. If the Buyer does not withdraw within the applicable withdrawal period, the adjusted rates shall be deemed accepted and shall apply for the remaining term of the Booking.

6.7. If the actual number of Transmissions deviates from the offer, prices will be adjusted accordingly. RTL AdAlliance reserves the right to market additional exclusive positions/special creations within the format.

6.8. Production costs. Productions costs are charged separately, do not contribute to volume and are not subject to any deductions (agency commission, rebates, cash discount).

7. Measurement of the delivered Impressions and Transmissions

7.1. RTL AdAlliance shall directly through its own ad servers or indirectly through Media Partner's ad servers, measure the number of Impressions actually achieved in relation to any Advertisement broadcasted. The actual delivered Impressions will be the basis for the invoicing as measured by RTL AdAlliance.

7.2. 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, RTL AdAlliance will propose to the Buyer new displaying slots or issue a credit note for the benefit of the Buyer up to the amount that has not been delivered. In the event of overdelivery, subsequent invoicing

shall take place in accordance with the respective Insertion Order.

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

8. Booking Cancellation

8.1. The Buyer is only entitled to cancel a Booking within a term of three (3) weeks for all types of advertising to the exception of TV-Advertisements prior to the applicable Advanced Booking Deadline by giving written notice to RTL AdAlliance.

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

8.3. If the Buyer's Booking cancellation intervenes after the Advance Booking Deadline, the Buyer is liable to pay the full amount of RTL AdAlliance's due amounts in relation to the relevant Booking. RTL AdAlliance is entitled to cancel any Booking at any time, in whole or in part, in particular in the event of (i) technical or operational issues, (ii) legal or regulatory requirements, (iii) force majeure or events beyond the reasonable control of RTL AdAlliance, or (iv) other legitimate business reasons which make the execution of the Booking unreasonable or impossible. In such cases, RTL AdAlliance shall not be liable for any damages, costs, or losses incurred by the Buyer as a result of such cancellation, except in cases of intent or gross negligence.

8.4. For the cancellation of a Booking for TV-Advertisements by the Buyer, the following shall apply: The Buyer may cancel a Booking for TV-Advertisements in parts or in total up to four (4) weeks before the Launch Date without incurring a cancellation fee. If a cancellation (in whole or in part) is made within four (4) weeks of the Launch Date, the Buyer shall pay a cancellation fee of 10% of the advertising price (without deduction of discounts, agency commission and rebates = gross order value) plus VAT at the statutory rate.

9. Booking Deferment.

The Buyer may request RTL AdAlliance the deferment of the Booking, provided that:

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

RTL AdAlliance may accept or decline the deferment requested by the Buyer in its sole discretion without being obliged to sustain its decision.

10. Booking suspension or termination

10.1. Suspension or termination by RTL AdAlliance. RTL AdAlliance is entitled to suspend or terminate any Booking or the Agreement with prior written notice to the Buyer at any time provided any of the following takes place:

- a) 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 RTL AdAlliance's notice of such breach;
- b) The Buyer business activities or conduct are reasonably considered to be detrimental to the reputation and/or goodwill of RTL AdAlliance, its Affiliates or the Media Partners, or the Properties operators;

- c) The Buyer makes any composition with or assignment for the benefit of its creditors, ceases to carry on business or becomes insolvent;
- d) 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;
- e) 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;
- f) RTL AdAlliance can not fulfil its obligations under the Agreement, or it becomes too onerous due to a change in Applicable Laws; or
- g) There is a force majeure event.

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

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

- a) RTL AdAlliance 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 Buyer's notice of such a breach;
- b) RTL AdAlliance makes any composition with or assignment for the benefit of its creditors, ceases to carry on business or becomes insolvent;
- c) Any proceedings, whether voluntary or involuntary, are instituted for the winding- up of RTL AdAlliance or the appointment of a receiver other than for the purpose of a bona fide reconstruction;
- d) Any modification of any Applicable Laws preventing the Buyer from continuing to fulfill its obligations under the Agreement; or
- e) There is a force majeure event.

10.3. Effects of Suspension. In the event of a valid suspension of any Booking or the Agreement in accordance with the above paragraphs 10.1. and 10.2.:

- a) All obligations of both Parties related to suspended Bookings shall be temporarily suspended for the duration of the suspension period;
- b) the Buyer shall not be required to make any payments for services that are not rendered during the suspension period, and RTL AdAlliance shall not be liable for any failure to deliver the suspended services;
- c) the suspension shall not affect any rights or obligations of the Parties accrued prior to the effective date of the suspension, including any payments due for services already performed;
- d) either Party may, in its sole discretion, lift the suspension at any time by providing written notice to the other Party;
- e) the suspension shall not exceed a maximum duration of ten (10) Working Days, unless otherwise agreed in writing by both Parties. If the suspension is not lifted within this period, the other Party shall have the right to terminate suspended Bookings or the Agreement upon written notice, without liability to the other Party (except for obligations accrued prior to suspension);
- f) neither Party shall be entitled to claim damages, penalties, or indemnification for the mere fact of a valid suspension; and
- g) the suspension of any Booking shall not constitute a waiver of any other rights or remedies available to either Party under this Agreement or Applicable Law.

11. Licenses

11.1. The Buyer grants to RTL AdAlliance 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.

11.2. The Buyer grants to RTL AdAlliance 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 RTL AdAlliance in an anonymous way.

12. Financial

12.1. Advertisement Price. The price and terms of payment are defined in the relevant Insertion Order.

The price indicated in the Insertion Order does not include the extra expenditures that RTL AdAlliance 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, RTL AdAlliance is entitled to provide a new price.

12.2. Short-spot surcharge. Applies to all ad spots up to and including a spot duration of fourteen (14) seconds. For tandem spots whose total duration including any tag/allonge is less than fifteen (15) seconds, the short-spot surcharge also applies. Surcharge: 15%.

12.3. Fixed placement surcharge. For a fixed/ordered placement (first, second, third, second-to-last, last-but-one, last) within the commercial break: 30% surcharge on the gross price according to the current price list.

12.4. Co-branding surcharge. RTL AdAlliance reserves the right to charge 20% for each additional brand mentioned in co-branded advertising. Exempted: companies whose core business is to sell/list the products advertised in the spot (e.g., retailers).

12.5. Handling fee. Applies to short notice changes within 3 working days requiring manual re-work of the already finalized daily Transmission schedule by RTL AdAlliance and Austrian program planning (esp. copy swap, campaign adaptations).

12.6. Charges:

- Copy swap: € 150 flat per copy swap for all affected insertions.
- Short-notice campaign adaptation: € 150 flat per campaign covering all changes within those 3 days.

13. Advertisement display pricing terms

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

RTL AdAlliance shall invoice the Advertisements displayed monthly, based on the actual delivered Impressions and / or Transmissions by Advertisement displayed as measured by RTL AdAlliance, adding to all invoices any applicable tax to the amount that should be paid by the Buyer. Invoices will be sent by email for the month being dispatched in normal circumstances not later than five (5) Working Days from the end of that month.

The Buyer may dispute the invoices within a term of fourteen (14) days after receipt of the invoice. Thereafter, the invoice is deemed approved by the Buyer. This shall not affect the Buyer's right to subsequently assert legitimate objections in case of obvious errors.

Invoices shall be paid in Euros unless the Insertion Order sets up a different currency. If a different currency is agreed, the Buyer will assume any exchange rate variation between currencies as well as any applicable money wire fees.

13.2. Payment Term, Discount and Prepayment. 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 invoices for TV Advertisements only, a 2% cash discount shall apply if payment is received within 10 days from the invoice date, provided that payment is received at least 3 days prior to the Launch Date.

For the avoidance of doubt, for the delivery of Advertisements in certain Properties, a prepayment of defined amount may be requested by RTL AdAlliance. RTL AdAlliance has a right of retention in this regard, in particular to withhold delivery of the corresponding Advertisement.

13.3. Media Agency Commission. For all advertising contracts, an agency commission of 15% shall be paid on the net invoice amount, i.e. on the invoice amount excluding VAT and any advertising levies, after deduction of discounts but before cash discounts. If a discount changes due to additional bookings or cancellations, the agency commission shall be recalculated; compensation shall be made by payment of the additional charge or credit note. Such agency commission shall apply in respect of the purchase of Advertisements on the Properties and shall respect the Applicable Laws provided the Buyer evidence the intervention of a media agency representing the Advertiser and acting as Buyer. The agency commission does not apply to other services invoiced separately.

13.4. 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.

14. Confidentiality

14.1. Confidentiality Obligation. The Parties are obliged to keep secret Confidential Information of the other Party that came to their knowledge or is disclosed to them as a result of or in connection with the cooperation and the Agreement, and not to use them for their own or third-party purposes, but only for the legitimate fulfilment of the tasks within the scope of the Agreement. **Confidential Information** includes all information or documents of a Party that the disclosing Party has marked as confidential at least in text form or whose confidential character clearly arises from their nature, in particular trade and business secrets.

14.2. Exceptions. The aforementioned confidentiality obligation does not apply to the following information:

- Information that was already known to the receiving Party in a permissible manner and without the intervention of the disclosing Party at the time of disclosure;
- Information that is or becomes public knowledge without this being due to an action by the receiving Party that is illegal or in breach of the Agreement, in particular a breach of Section 15.1 of these T&C;
- Information that the receiving Party obtains from a third party without the disclosing Party or the third party violating a duty of confidentiality;
- Information that has been independently developed by the disclosing Party without violating the above Section 14.1 of these T&C;
- Information that may be disclosed under Applicable; and/or
- Information with respect to which the receiving Party is under a legal obligation to disclose any of the disclosing Party's Confidential Information, the receiving Party shall (if legally permitted) give disclosing

Party prompt notice thereof so that disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order is not obtained, the receiving Party shall furnish only that portion of the Confidential Information that is legally required and in a manner reasonably designed to preserve its confidential

14.3. Return of Confidential Information. Each Party shall be entitled at all times and, upon the written request of the other Party, obligated to immediately destroy all Confidential Information, including all copies and/or reproductions thereof, even if in an electronic nature, and to give written confirmation thereof to the other Party. This shall not apply a) if the information and documents obtained are no property of the notifying Party in accordance with the purpose of the Agreement; b) if the receiving Party is obligated by law to store them independently and may not to delegate such obligation to third parties; or c) in so far as the information and documents may be needed for evidence purposes due to ongoing or pending lawsuits. Confidential Information is also excluded from the aforementioned obligation to destroy if it is secured automatically by backups made by data backup systems to which there is no systematic access. Otherwise there will be no right of retention.

14.4. Publicity. Neither Party shall make any reference to the other Party, the existence of this agreement or its content, nor use the other Party's names, logos or other materials whether for its business development or for its marketing, promotion or other purposes, including without limitation use or references on its websites or social media accounts, without the other Party's prior written consent.

14.5. Data Protection Rules. The validity of the Data Protection Rules remains unaffected.

15. Liability

15.1. RTL AdAlliance and its representatives or vicarious agents shall only be liable for damages, in particular due to delay, non-performance, poor performance or tort – including in connection with warranty obligations – in the event of a breach of material obligations. These are obligations on whose fulfilment the Buyer may particularly rely. The aforementioned exclusion does not apply to cases of intent and gross negligence, to liability for guaranteed characteristics and to liability based on mandatory statutory provisions, in particular under the Product Liability Act (*ProdHaftG*). RTL AdAlliance shall not be liable for slightly negligent breaches of essential obligations in the aforementioned sense, unless personal injury is involved. Liability for gross negligence, in the case of vicarious agents who are not legal representatives or executive employees, is also limited to damage that is usually and typically foreseeable in such cases and beyond the control of the cooperation partner.

15.2. If RTL AdAlliance 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, RTL AdAlliance is only liable for the diligent selection of such third parties.

15.3. RTL AdAlliance 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.

15.4. RTL AdAlliance 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**"). RTL AdAlliance does not assume any liability regarding the existence, correctness, completeness or quality of the Non-binding Information. The aforementioned also applies, if the Buyer requests additional services beyond the delivery of Advertising Materials (e.g. analysis of user behavior based on reporting standards).

15.5. All claims against RTL AdAlliance 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 provided that the statute of limitation rules of applicable law shall apply unamended in case (a) RTL AdAlliance has acted intentionally or through gross negligence; (b) a personal injury been caused and is attributable to RTL AdAlliance; (c) mandatory law applies; (d) of a guarantee; or (e) of fraudulent misrepresentation.

16. Assignment

RTL AdAlliance is entitled to assign or in any form dispose of the Agreement in parts or in total by providing written notice to the Buyer, whose consent is not required. The Buyer may not assign its claims –subject to mandatory Austrian law – to third parties.

17. 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.

18. Modifications of these T&C.

18.1. RTL AdAlliance reserves the right to unilaterally amend these T&C at its entire discretion and at any time with effect for future Insertion Orders.

18.2. For ongoing Bookings or existing or agreed Insertion Orders, amendments shall only be made where the change is required due to valid reasons, including but not limited to (i) changes in applicable law or regulatory requirements, (ii) technical adjustments necessary to maintain the functionality, security or performance of the services, or (iii) other reasonable operational or business needs which do not unreasonably disadvantage the Advertiser and/or Buyer. RTL AdAlliance shall notify the Buyer of any such amendment in text form (e.g., by email), stating the reason for the change. The amendment shall become effective unless the Buyer objects in text form within four (4) weeks of receipt of the notification. If the Buyer objects, the original Terms shall continue to apply to the ongoing Insertion Orders.

19. Applicable Law and Jurisdiction.

The Agreement shall be exclusively governed by the laws of Austria to the exclusion of any conflicts of law provisions and the United Nations Convention on Contracts for the International Sale of Goods. Any disputes and claims arising between the Parties in relation with the execution, applicability and validity, interpretation performance or end of the Agreement, shall be submitted by the Parties to the exclusive jurisdiction of the Commercial Court of Vienna in Austria.

20. Severability Clause.

In the event one or more of the provisions of these T&C is invalid, the remaining provisions of these T&C shall remain in full force and effect.

21. Validity.

The present T&C are valid from 1st of January 2026 on.
