

## Publisher Terms and Conditions

These General Terms and Conditions of Service (hereinafter T&C) regulate the modalities and terms of delivery of the services offered by ShowHeroes to its Partners. Supply Partnership ""Definition"" TBD.

In the cases set forth by these T&C, the services offered by ShowHeroes are governed by Specific Terms of Service (hereinafter STC) and/or Service Agreements (hereinafter SA). In such cases, the T&C constitute, together with the STC and/or SA and any annexes, the entire Agreement between the parties. In the event of any inconsistency between the provisions of the T&C and those of the STC and/or SA, the latter shall prevail over the former. The T&C must be accepted by the Partner at the time of registration on the Site, or at the time of subscription to the STC.

ShowHeroes reserves the right to modify or integrate at any time, in whole or in part, these T&C, through publication on the Site. The Site is directed at entrepreneurs. By agreeing to these T&C, Partner confirms (i) to be at least 18 years old when registering on the site, and (ii) to be an entrepreneur or to act in the name of and on behalf of an entrepreneur and that such entity has duly authorized it to conclude this Agreement.

### 1. Definitions

For the purposes of T&C, STC, and SA in addition to any additional definitions contained in any other section of the T&C, STC, and SA, the following terms have the meaning specified below. If they are indicated in the singular form, they are also valid for the plural form and vice versa.

**Advertiser:** Indicates all natural or legal persons who market and advertise their goods and/or services and/or products through the Platform, and/or all natural or legal persons performing brokerage activities in online advertising (e.g. Media Agencies, SSP, DSP, and Ad Networks).

**Advertising Messages:** Indicates the advertising content provided by the Advertiser and supplied in the form of interactive and non-interactive display and video, standalone or inside the Video Content.

**Agency:** Indicates an entity that executes and distributes advertisements to media companies (such as websites and applications) on behalf of an Advertiser;

**Bandwidth Limits:** All services have associated monthly bandwidth limits for streaming video content. Monthly limits are calculated based on calendar months and are based on the date of account activation. Once an account reaches its monthly bandwidth limit Partner will be notified and given the option of (a) upgrading to a plan with a higher bandwidth limit, or (b) paying for extra bandwidth at the then current overage rate for respective account (unless otherwise previously mutually agreed upon).

Anyone who wishes to obtain additional bandwidth for streaming may request a custom account by contacting ShowHeroes sales.

**CMP (Consent Management Platform):** Is a software component to be implemented on a website to manage the control of user consent in relation to the collection and processing of personal data.

**CPM:** Specifies how the payment will be made to the Partner and/or to ShowHeroes by default unless otherwise agreed between the parties. The calculation of the CPM can derive from paying events other than Impressions (for example, full views of an Advertising Message).

**Confidential Information:** Indicates all company information, technical and commercial experiences, business and marketing strategies, financial data, intellectual property rights, all analyses, studies, materials that contain or are based on confidential information, any other information that is or will be subject to a non-disclosure agreement between the

Parties, any other information which is not publicly disclosed and information that is expressly considered and/or classified as confidential and/or classified, as well as information that by its nature, content or circumstance in which it is revealed, is reasonable to consider confidential and/or classified, which is communicated in any form or modality by the Disclosing Party to the Receiving Party, or which is by the latter otherwise known, as a consequence or result of these T&C.

**Creator:** Indicates the natural or legal person who has the ownership and/or the availability of one or more Video Content.

**Demand-Side Platforms:** Indicates any **software platform that automates media buying for Agencies and Advertisers.**

**IAB (Interactive Advertising Bureau):** Indicates a non-profit organization that develops industry standards and frameworks, conducts research and provides legal support for the Digital Advertising sector.

**Impressions:** Indicates the number of times that the Advertising Message is received by the User, according to the calculation made exclusively by the Platform.

**Intellectual Property Rights:** Indicate the copyright, the trade secrets and Confidential Information, the know-how, the patents, registered and unregistered trademarks, the design rights, the domain names, the distinctive signs, any other right of intellectual property or other equivalent or similar right, including the applications for registration, renewal or extension of the aforementioned rights, wherever they are protected in any part of the world and in accordance with any legislation.

**Managed Service:** ShowHeroes manages and optimizes its content playlists and video ad streaming within the spaces provided by Publishers for respective placements. ShowHeroes uses data driven algorithms (i.e. semantic targeting via analysing Publisher's website-content) to provide an optimal

balance between user experience and monetization. Partner can opt-out of the managed option at any time to manage playlists manually. Opt-out has to take place in written form (e-mail shall be sufficient).

**MS Properties:** The Publisher websites domains and applications that are part of the STC and/or SA

**Net Revenue:** means advertising revenues generated via respective ad inventory (= Gross Revenue) after: taxes, rebates, (bundling-) discounts, allowances, marketing fees, publisher share, potential arising bad debt losses, Optimization, SSP fees (for programmatic media deals), agency fees as well as technical costs for delivery and storage of the Content and Advertising Messages, fees paid or payable for the exploitation of music or actors incorporated in videos.

**Optimization:** Revenue Share does not apply to Ad Impressions (max 4% of total impressions) designated to self-promotion, pure machine learning, or A/B-Testing (in order to maximize the overall yield).

**Publisher Dashboard:** Indicates the control Publisher Dashboard made available to the Partner and usable through the Platform, through which the Partner may, for example, monitor the performance of Advertising Messages inside the Digital Media, track all interactions between Digital Media visitors and the ShowHeroes Video Player, and monitor his/her earnings, as best indicated on the Platform.

**Partner:** Indicates any natural and/or legal person who uses at least one of the Services offered by ShowHeroes.

**Platform:** Indicates the automated Platforms accessible on the sites <https://showheroes.com>, <https://platform.showheroes.com> or <https://viralize.com> that allow you to use services such as the Publisher Service, the Creator Service, the Video-library, or the Software as a Service (SaaS).

**Prohibited Content:** Indicates any content that is and/or results in promoting and/or distributing messages, that are for example, but not limited to, (i) defamatory, offensive, pornographic, child abuse

material, violent, related to gambling (or otherwise prohibited to children under the age of 18 or suitable for adults only); (ii) harmful of the rights and liberties of others; (iii) harmful of intellectual property rights; (iv) of a discriminatory and offensive nature; (v) in any case prohibited by the applicable laws.

**Publisher:** Indicates the natural or legal person who has the ownership and/or availability of one or more pieces of Digital Media.

**Registration Credentials:** Indicates the email address and password chosen by the Partners at the time of registration, or the other credentials communicated by the ShowHeroes staff to the Partners.

**Revenue Share:** Means the percent of the net revenue paid by ShowHeroes to Partner.

**Semantic Technology:** Indicates ShowHeroes' proprietary technology for the processing and analysis of Digital Media by means of machine-learning/artificial intelligence algorithms and for making the extracted information usable for optimized distribution of video content and Advertising Messages in Digital Media.

**Services:** Indicate all Services offered by ShowHeroes.

**ShowHeroes:** indicates ShowHeroes SE or any other entity that is directly or indirectly controlled by, or is under common control with ShowHeroes SE (registered in Germany, Berlin, Brunnenstraße n.154, Tax ID: DE326016486), namely: ShowHeroes S.r.l. Italy, ShowHeroes SE Netherlands, ShowHeroes SE France, ShowHeroes LTD UK, ShowHeroes SE AKF Latvia, ShowHeroes SE Spain, ShowHeroes AB Sweden, ShowHeroes AS Norway, ShowHeroes ApS Denmark, ShowHeroes Oy Finland, ShowHeroes Inc., and ShowHeroes Group S.L.U. (which includes SmartClip Argentina S.A., ShowHeroes Mexico S.A.P.I. de C.V., Smartclip Colombia S.A.S., Smartclip Chile SPA, Smartclip Peru S.A.C. and **ShowHeroes Brasil Ltda.**).

All jointly called in this document "ShowHeroes" or "ShowHeroes Group".

**ShowHeroes Network:** Indicates all Digital Media owned and/or available to all Publishers who have an agreement with ShowHeroes.

Site: Indicates the site <https://showheroes.com>, <https://showheroes-studios.com>, or <https://viralize.com>

**Storage Limits:** All Plans have an associated monthly storage limit. Storage limits are calculated based upon source files. Monthly limits are calculated based on calendar months and are based on the date of account activation. Once an account reaches its monthly limit Partner will be notified and given the option of (a) upgrading to a plan with a higher storage limit, or (b) paying for extra storage at the then current overage rate for respective account (unless otherwise previously mutually agreed upon). Anyone who wishes to obtain more storage capacity may request a custom account by contacting ShowHeroes sales.

**Territorial limitations:** Indicates the territorial restrictions related to the distribution and to the publication of the Video Content and/or the Advertising Messages and/or the Video Campaigns, which are provided and specified in STC.

**Third Party Publisher:** Indicates all the Publishers that are not Partners of ShowHeroes.

Unit: Indicates the software owned by ShowHeroes and used to distribute Video Content and/or Advertising Messages according to the formats available through access to the Platform. The Unit is called "Content Unit" when it is used to distribute Video Content and the Advertising Messages, or "Ad Unit" when it is used to distribute only Advertising Messages.

**User:** Indicates the Digital Media User.

**Video Campaigns:** Indicate the advertising activity planned by the Advertiser and/or the Partner and distributed through the Platform on the ShowHeroes Network.

**Video Content:** Indicates the result of the creative work of the Creator expressed in the form of video, uploaded on the Platform with the Creator Service, which is not about and/or its principal purpose is not the advertising of goods and/or services and/or products.

## 2. Acceptance of the contract, duration and renewal

- 2.1. The contract is deemed accepted by Partner at the time of acceptance of these T&C when registering the account on the Site. In cases where Partner subscribes to the STC/SA, the contract is deemed accepted at the time of subscription to the STC/SA.
- 2.2. For Partners wanting to use the Software as a Service (SaaS), the contract is considered accepted at the time of the subscription to the STC and the simultaneous acceptance of these T&C.
- 2.3. These T&C remain in force for one year (12 months), starting from the moment of their acceptance, and are tacitly renewed from year to year unless a notice of termination of ShowHeroes is sent in writing, or by e-mail at least 60 (sixty) days before any annual deadline.
- 2.4. The STC may establish duration and renewal conditions that are different from those referred to in the previous article 2.3.
- 2.5. The changes or additions made by ShowHeroes to these T&C, in whole or in part, are published on the Site 30 days before their entry into force. If Partner does not object to a change in text form within the period of 15 days from the publication, the respective changes are deemed to have been accepted and they become effective and binding for the same Partner. They may involve changes in the mode of use of the Services offered. To this end, it is Partner's responsibility to periodically consult the Site to stay informed about the conditions applied.
- 2.6. Partner may be informed of any amendment to these Terms and Conditions in text form (i.e. Email). If Partner does not object to an amendment in text form within a period of 30 days after receiving the information, the respective amendments shall be deemed accepted. ShowHeroes will inform Partner of the consequences in the event that Partner does not accept the amended T&C within the period stipulated in the notification of the respective amendment. In the event that Partner objects the amendments, (i) the version of the T&C in effect up to that time will remain in force and effect, and (ii) ShowHeroes shall have the right to terminate the Agreement for good cause. Terms and conditions of Partner that conflict with or deviate from these T&C shall not apply.

## 3. Registration

- 3.1. To activate the Publisher Service and the Creator Service, Partner must register an account on the Platform.
- 3.2. To complete the registration and create an account, Partner must provide to ShowHeroes the required information, which must be complete and truthful. Partner must keep them up to date during the term of this agreement. If Partner is a business, government, or non-profit entity, the person whose email address is associated with the account must have the authority to bind the entity to this agreement.
- 3.3. In particular, Partners will have to provide an email and password, which serve as Registration Credentials and allow Partner to access the chosen Service and use the Publisher Dashboard features. The Registration Credentials may also be supplied directly by ShowHeroes' staff.
- 3.4. Partners will be able to use the Services from the date of registration.
- 3.5. ShowHeroes reserves the right to subordinate the registration to its prior and discretionary approval. In this case, the registration request will be

examined by the ShowHeroes' staff, who shall notify the Partner of the approval or refusal of the registration request. ShowHeroes reserves the right to refuse the registration for any reason whatsoever. In any case, the registration is subject to Partner's acceptance of these T&C.

- 3.6. Partner guarantees that the information provided during the registration process, or thereafter, is complete and truthful. Partner agrees to treat his Registration Credentials as Confidential Information between the Parties, and to promptly notify ShowHeroes about any unauthorized use of the same. The Partner is solely responsible for all acts or activities, whether authorized or not, performed when using his/her Registration Credentials.
- 3.7. Smartclip may change the Credentials at any time for any reason and shall immediately inform Partner about the new Credentials. Smartclip may monitor the use of the Credentials, as well as the access by the Partner and its collaborators to the Platform, to safeguard information security levels and to ensure compliance to the obligations provided for in this Agreement.

#### **4. Publisher Service**

- 4.1. The Publisher Service allows the Publisher to publish Digital Media, Advertising Messages and/or Third Party Video Content using the Platform, without Territorial Restrictions. To this end, Publisher uses the functionalities of the Publisher Dashboard and the Units in compliance with these T&C and with the STC, if Publisher subscribes to them. The Publisher is entitled to the remuneration provided for in article 8. The specific features and methods of use of the Publisher Service are indicated on the Site. It is understood that ShowHeroes is exclusively authorized to sell the spaces that are present in the Digital Media to Advertisers, including Real Time Bidding Platforms.
- 4.2. Notwithstanding the provisions of article 13, ShowHeroes reserves the right to approve Digital Media and the contents of the Digital Media, and the right to revoke at any time, and without any advance notice, the approval granted. Publisher is committed to ensuring that the Digital Media of which he is the owner or which is available to him is perfectly functional, and also agrees to manage the same Digital Media autonomously, without any restriction to time or location and without subordination and/or coordination with ShowHeroes.
- 4.3. Publisher agrees not to contact Advertisers who transmit their Video Campaigns on Digital Media through ShowHeroes, with the direct or indirect goal of offering promotional advertising services that are similar to those supplied by ShowHeroes.
- 4.4. With the activation of the Publisher Service, Publisher acknowledges that the property rights or any other rights relating to the Video Content and/or Advertising Messages are not, in any way, transferred or granted to the Publisher. In particular, the Publisher agrees to use the Video Content and/or the Advertising Messages within the limits allowed by these T&C, STC and/or SA, respecting the property rights of third parties, and to not perform acts of disposal thereof, to not exploit, copy, reproduce, disclose, modify, and to not use them in any forbidden way.
- 4.5. With the activation of the Publisher Service, ShowHeroes grants Publisher a non-exclusive, revocable, non-licensable and non-transferable right to publish the Units on Digital Media for the duration of these T&C.
- 4.6. The non-exclusive, revocable, non-licensable and non-transferable right, granted in accordance with the previous Article 4.5, shall be subject to the following conditions:
  - a. Publisher agrees to not sell, transfer, sublicense, or sell the Units to third parties.

- b. Publisher agrees to not modify, alter, block, or disable any of the components and/or functionalities of the Unit and to not remove Units from Digital Media assets without prior information to and consent by ShowHeroes.
  - c. Publisher, in particular, agrees to not interfere and/or prevent in any way the operation of the units and to respect the agreements with ShowHeroes concerning the positioning of the Units inside the Digital Media.
  - d. Furthermore, Publisher agrees to not use or operate, directly or indirectly, any automated, deceptive, fraudulent, or otherwise illegal system, for example, but not limited to, robot, bot net, or spider, that can generate impressions or clicks on Advertising Messages; to not distribute any software containing viruses, and to not allow any third parties to perform such activities.
  - e. Publisher agrees to not use the Units in Digital Media that have not been approved by ShowHeroes via communication in the Publisher Dashboard.
  - f. Publisher agrees to allow the display of Advertising Messages following the indications provided by ShowHeroes about the correct distribution, publishing, control, and technical characteristics thereof, and to not create confusion with other Advertising Messages that may be present on Digital Media; to not edit, modify, filter or change the order of the information contained in any Advertising Message and to not redirect the User to another site, different from the page of the Advertiser or the search results page, and to not insert any content between the Advertising Message and the page of the Advertiser.
  - g. Unless otherwise stated in the STC and/or SA, Publisher grants ShowHeroes the non-exclusive, revocable, non-licensable and non-transferable right to access, download and process editorial content contained in its Digital Media for the purpose of analysis thereof and the distribution, targeting, control and optimization of the delivery of Advertising Messages in Publisher's Digital Media using ShowHeroes' Semantic Technology. Publisher agrees to support ShowHeroes to a reasonable extent to gain access to editorial content of Publisher's Digital Media. ShowHeroes will use said editorial content solely for the purposes as laid out above and will neither sell, re-publish or otherwise make available to any third party, Publisher's editorial content.
  - h. Publisher also agrees to not copy, reproduce, transfer, duplicate, sell, give to third parties, modify, distribute, commercially exploit and to not use, for purposes other than those expressly stated in these T&C, STC and/or SA, in whole or in part, the Video Content and the Advertising Messages, without prior written permission of the owner and/or ShowHeroes.
  - i. An ads.txt file must be integrated according to the instructions provided by ShowHeroes, in order to allow ShowHeroes the resale of Publisher's advertising spaces. If Publisher does not currently have an ads.txt listing, as soon as it is implemented and/or upon necessity to receive ShowHeroes advertisements, the Publisher agrees to efficiently work with ShowHeroes to list ShowHeroes on its ads.txt listing. Otherwise, Publisher agrees to add ShowHeroes to Publisher's ads.txt according to IAB guidelines (which can be consulted at [iabtechlab.com/ads-txt](http://iabtechlab.com/ads-txt)) and ShowHeroes instructions, upon signing of this agreement.
  - j. Publisher will grant ShowHeroes access to first party cookies and Universal IDs if applicable.
  - k. Publisher will work with ShowHeroes and take necessary actions to enable dual-attribution of internet traffic in comScore or other, similar measurement services
- 4.7. Publisher grants ShowHeroes exclusivity and will not use a similar service from a third party.

## 5. Creator Service

- 5.1. The Creator Service allows a Creator to distribute and monetize Video Content using the Platform. In particular, the Creator Service allows the Creator to monetize Video Content by inserting Advertising Messages into Creator's Video Content and receiving payment, as described in article 8, upon delivery of Advertising Messages to User's view through the Platform. To this end, Creator uses the functionality of the Platform in compliance with these T&C, STC and/or SA. In particular, the Creator can directly upload his/her Video Content on the Platform and remove it at any time. The specific features and methods of use of the Creator Service are indicated on the Site.
- 5.2. With the activation of the Creator Service, Creator grants ShowHeroes the non-exclusive right (i) to insert the Video Content in the Units, in whole or in part, (ii) to use, reproduce, adapt, modify, publish, edit, translate, perform, transmit, distribute, and view the Video Content, in whole or in part, in any form, mean or technology known or developed, without any Territorial Restriction, if not otherwise indicated in the STC, on the ShowHeroes Network in the Platform.
- 5.3. ShowHeroes reserves the right to approve the Video Content, and to modify it (or ask Creator for the modification) at any time and for any reason, including reducing the quality, and/or by deleting it from the Platform.
- 5.4. The removal of Video Content by Creator can be done within a commercially reasonable period of time after sending notice to ShowHeroes at least forty-eight hours prior to removal, via email to the address [legal@showheroes-group.com](mailto:legal@showheroes-group.com). Notwithstanding the foregoing, the license for legal archival/preservation purposes will continue indefinitely. Creator acknowledges that removed videos may be cached in search engine indices after removal and that ShowHeroes has no control over such caching.

- 5.5. Publisher grants ShowHeroes exclusivity and will not use similar service from a third party.

## 6. Software as a Service (SaaS)

- 6.1. Software as a Service (SaaS) allows a Partner to use the Platform to sell Video Campaigns that will be displayed in Digital Media and/or in connection with its Video Content. The activation of the Software as a Service (SaaS) occurs at the time of subscription to the STC, in accordance with the modalities therein, and the simultaneous acceptance of these T&C. ShowHeroes is entitled to the fees described in article 8. With the activation of the Software as a Service (SaaS) ShowHeroes grants Partner the non-exclusive, non-licensable and non-transferable right, without Territorial Restrictions, unless otherwise stated in the STC, to use the Platform. Notwithstanding the provisions of article 7 below, Partner acknowledges the following conditions:
  - a. ShowHeroes grants access to the Platform for the duration of these T&C, or the different duration indicated in the STC. To this end, Partner agrees to protect the Platform's Registration Credentials and treat them as Confidential Information in accordance with and for the effects of article 12. ShowHeroes agrees to provide support in the use of the Platform and guarantees its uptime, in accordance with procedures provided in the STC.
  - b. In order to offer its own Video Campaign sales service, the Partner can upload to the Platform and use the Video Content and Advertising Messages owned or available. Partners can also use third party Video Content and Advertising Messages that are made available by ShowHeroes. To this end, Partner: (i) guarantees the ownership and/or availability of its Video Content and the rights that are necessary for its distribution; (ii) uses the Units in accordance with the conditions described in Article 4.6; (iii) assumes any and all

responsibility for the Video Campaigns distributed using the Platform, exonerating, as of now, ShowHeroes from all related responsibilities. In particular, Partner assumes all responsibilities related to the content of its Digital Media and Video Campaigns, subject to the provisions outlined in article 13.

c. Partner is also the unique responsible for all legal requirements related to its Digital Media, including the Privacy Policy, the terms and conditions of service and any other fulfillment that may be necessary for the distribution of its Video Campaign.

6.2. Publisher grants ShowHeroes exclusivity and will not use a similar service from a third party.

**Regarding ShowHeroes Group S.L.U. Services:**

Integration. Smartclip shall provide all the necessary files, systems, and programming codes ("Codes") for the integration of the Platform with the Application. Partner must install and configure the Codes in accordance with Smartclip's instructions and exclusively for the purposes set out in this Agreement.

Updates. Smartclip may, at its sole discretion, modify its Codes, techniques, features and any other methods associated with the Platform.

Advertising Spaces. Once the integration is complete, Partner will provide advertising spaces in the Application according to Brazilian industry standards. Smartclip may in its own discretion negotiate costs and metrics related with the Ads and will be responsible for all Ad sales integrated to the Platform.

**7. Platform, Site and Unit**

7.1. Partner acknowledges that ShowHeroes is fully and exclusively the owner of the Platform and agrees to support that ownership against any third party.

7.2. ShowHeroes agrees to make the Platform and the Units available to Partners for the use of the services and in accordance with the provisions of these T&C and the STC, without prejudice to the

right of suspending the access referred to in article 9.4..

7.3. ShowHeroes agrees to maintain and manage the Platform and the Site using the best experience available to ensure its efficiency. In particular, ShowHeroes agrees to monitor the normal and continuous operation of all types of technical support that are necessary for the delivery of the Services offered by ShowHeroes, limiting the interruptions, the suspensions, the malfunctions and any technical problem that may result from the use of the Platform, provided that the Platform and the Site are granted in use "as is" and without warranties of any kind. In this regard, ShowHeroes cannot be considered liable for any damage including, but not limited to, direct, indirect, consequential, special or incidental damages, or for any damage and/or anomalies that may occur and which are outside the technical control of ShowHeroes, such as, but not limited to, the management of telecommunication networks or malfunctions to the means that are necessary for the access to the Platform and the Site, or due to an improper use of them.

7.4. Unless expressly permitted by ShowHeroes, Partner may not scrape, reproduce, redistribute, sell or create derivative works from decompiling, reverse engineering or disassembling the Platform. The publisher cannot circumvent any ShowHeroes technical measures or interfere with or damage the Platform.

7.5. ShowHeroes reserves the right to modify the Platform. The publisher is responsible for providing its access to the Platform. ShowHeroes does not warrant that any content available on the ShowHeroes Service complies with this Agreement or is suitable for all users.

7.6. Furthermore, ShowHeroes will not be liable for damages that may result from using and/or not using the Site and/or the Platform and/or the Units and/or their proper operation, such as, but without limitation to, errors in the publication of the Video

Content and/or of the Advertising Messages and/or errors related to the Unit's video player, computer viruses, omissions, disruption of the Services offered by ShowHeroes, and software failures, also damage to the Partner's computer equipment, which may prevent or delay the provision of the Services offered by ShowHeroes, if these are due to external causes, force majeure, and/or third parties.

- 7.7. ShowHeroes grants Partner the non-exclusive, non-licensable and non-transferable license, within the country where partner has its legal seat, unless otherwise provided for in the STC/SA, to use the Platform for the duration of the T&C, the STC and/or SA, if applicable. This use can only be carried out for the activities permitted by T&C, STC and/or SA. In particular, except as otherwise provided in the STC, the Partner will be able to access and use the Platform to publish the Units on Digital Media, upload Video Content, activate and manage a Video Campaign sales service, and have access to Publisher Dashboard features. The partner must use the Platform in accordance with the instructions provided by ShowHeroes, available on the Site or otherwise communicated to the Partner, by email or by telephone. All other rights not expressly provided for are reserved for ShowHeroes.

## **8. Revenues, Fees and Payments**

- 8.1. The methods for calculating payments due to the Partner and/or to ShowHeroes are based on ShowHeroes reporting systems.
- 8.2. The fees payable by ShowHeroes to Partner or by Partner to ShowHeroes are specified according to the CPM model (default), a revenue share model, or eventually according to a different model indicated in the STC or SA.
- 8.3. ShowHeroes may offer free video content streaming incl. matched content via integration of its video player and ad technology in one or more of a partner's digital media assets (reach is monetized via ShowHeroes' demand; primary or

backfill). In this case, the partner shall be entitled to receive a revenue share of 50 % of Net Revenues from the advertising that ShowHeroes or an authorized agent, agency, online marketer etc. ("Sales House") generate and receive from advertisements generated on Partner's respective digital media assets.

- 8.4. Partner may choose via SA to use ShowHeroes video player technology plus free video content streaming without ShowHeroes advertising demand and content. In this scenario, ShowHeroes charges a tech fee of 15% of the Net Revenues from the advertising that Partner or an authorized agent, agency, online marketer etc. ("Sales House") generates and receives from advertisements (video ads including companion ads such as rich media, interstitials) on Partner's respective digital media assets.
- 8.5. All amounts accrued and/or due by Partner are indicated in the Publisher Dashboard. They are net prices expressed in Euros and subject to the legally applicable value-added tax at the rate in effect as of the time of provision of the contractual services. Also, they are considered inclusive of any eventual levies, social security and financial expenses (for example, transaction fees and payments), which will remain the full responsibility of the Partner. If and to the extent Value Added Tax or similar tax of the country where Partner has its place of business or management is due on the services under this agreement, Partner will (i) declare and pay such Value Added Tax or similar tax on its own and (ii) if and to the extent Partner does not comply with its obligation under (i), will indemnify and hold ShowHeroes harmless from and against any Value Added Tax or similar tax (including for the avoidance of doubt any fines, penalties, interests or other additions thereto). Value Added Tax and similar tax in this regard means any tax imposed either locally or nationally on the sale of goods and/or the provision of services irrespective of its description.

- 8.6. Partner acknowledges that the remittance of any compensation resulting from this Agreement is subject to taxation in compliance with the statutory regulations of the respective Showheroes entity (e.g Federal Republic of Germany or Italy), ShowHeroes is therefore obliged to withhold the taxes as provided by law from the compensation (and, for the avoidance of doubt, entitled to deduct the amount of such taxes from the payments to Partner) and to pay the said taxes to the competent tax authorities. The amount of the said withholding tax is to be determined by the pertinent fiscal laws.
- 8.7. In order to be paid, Partner needs to be enabled for invoicing and reach the Minimum Threshold in the previous month (as defined in article 8.14). Until the 15th day of each month, Partner will receive an invoice-request by email and/or in the Payments section showing the amount due from ShowHeroes to Partner.
- 8.8. Partner must issue an invoice showing the same amount and billing information as featured in the respective invoice-request. The invoice must be uploaded to the specific section of the Publisher Dashboard and/or mailed to a country specific billing-contact by email.

The invoice must be addressed as follows:

**If Partner is located in Italy:**

ShowHeroes S.r.l.  
Via Santo Spirito, 14  
50125 Firenze - Italy  
Code for electronic invoicing: A4707H7  
Billing Contact: [finance-it@showheroes-group.com](mailto:finance-it@showheroes-group.com)  
VAT-ID: IT06355790483

**If Partner is located in the United Kingdom:**

ShowHeroes LTD  
17, Manor Road  
KT89JU East Molesey - UK  
Billing Contact: [billing-uk@showheroes.com](mailto:billing-uk@showheroes.com)  
VAT-ID: GB166280109

**If Partner is located in the Netherlands:**

ShowHeroes SE Netherlands  
Moermanskkade 131  
1013 Amsterdam - Netherlands  
Billing Contact: [facturen@showheroes.com](mailto:facturen@showheroes.com)  
VAT-ID: NL860551271B01

**If Partner is located in France:**

ShowHeroes SE France  
128 Rue La Boetie  
75008 Paris - France  
Billing Contact: : [finance-fr@showheroes.com](mailto:finance-fr@showheroes.com)  
VAT-ID: FR 34879465219

**If Partner is located in Spain:**

Viralize S.r.l. Italy - Oficina de Representación en España  
Via Santo Spirito, 14  
50125 Firenze - Italy  
Billing Contact: [billing-es@showheroes.com](mailto:billing-es@showheroes.com)  
VAT-ID: IT06355790483

**If Partner is located in Latvia:**

ShowHeroes SE, ĀKF  
Bērzaunes 1  
1039 Riga - Latvia  
Billing Contact: [filiale@showheroes.com](mailto:filiale@showheroes.com)  
VAT-ID: LV40103990424

**If Partner is located in Sweden:**

ShowHeroes Nordics AB  
Grev Turegatan 27, 4 tr  
114 38 Stockholm - Sweden  
Billing Contact: [inbox.lev.858540@arkivplats.se](mailto:inbox.lev.858540@arkivplats.se)  
VAT-ID: SE556858426101

**If Partner is located in Norway:**

ShowHeroes AS  
Apotekergata 10 B  
0180 Oslo - Norway  
Billing Contact:

[playadmediagroupnorgeas@ebilag.com](mailto:playadmediagroupnorgeas@ebilag.com)

VAT-ID: NO912 755 878

**If Partner is located in Denmark:**

ShowHeroes ApS  
Studivestergade 14  
1455 Copenhagen - Denmark  
Billing Contact: [pmg-dk@azets.com](mailto:pmg-dk@azets.com)  
VAT-ID: DK36044969

**If Partner is located in Finland:**

ShowHeroes Oy  
Fredrikinkatu 42, 3 kerros  
00100 Helsinki - Finland  
Billing Contact: [invoice-26298394@kollektor.fi](mailto:invoice-26298394@kollektor.fi)  
VAT-ID: FI26298394

**If Partner is located in United States of America:**

ShowHeroes Inc.  
757 Fifth Avenue c/o WeWork New York  
10017 New York (USA)  
Billing Contact: [billing-us@showheroes-group.com](mailto:billing-us@showheroes-group.com)  
EIN number: 87-4192130

**For Latin America:**

ShowHeroes Group S.L.U.  
Paseo de la Castellana 77  
28046 Madrid - Spain  
Billing Contact: [billing-es@showheroes-group.com](mailto:billing-es@showheroes-group.com)  
VAT-ID: B-87246773

**If Partner is located in Argentina:**

SmartClip Argentina S.A.  
Esmeralda 1320 4B  
C1007 ABT Buenos Aires - Argentina  
Billing contact: [billing-ar@showheroes-group.com](mailto:billing-ar@showheroes-group.com)  
VAT-ID: 30-71600200-0

**If Partner is located in Brazil:**

ShowHeroes Brasil Ltda.  
Av. Engenheiro Luiz Carlos Berrini 1461  
CJ 71, Bairro Cidade Monções - São Paulo - Brasil  
Billing Contact: [billing-br@showheroes-group.com](mailto:billing-br@showheroes-group.com)  
VAT-ID: 17.253.553/0001-59

**If Partner is located in Chile:**

Smartclip Chile SPA  
Americo Vespucio Sur 100  
Las Condes, Región Metropolitana - Chile  
Billing Contact: [billing-cl@showheroes-group.com](mailto:billing-cl@showheroes-group.com)  
VAT-ID: RUT: 76.960.515-0

**If Partner is located in Colombia:**

Smartclip Colombia S.A.S.  
Cr 72 131 19 Ap 1308 Ed Gratamira 131  
Bogotá D.C. - Colombia  
Billing Contact: [billing-co@showheroes-group.com](mailto:billing-co@showheroes-group.com)  
VAT-ID: 901.145.198-0

**If Partner is located in Mexico:**

ShowHeroes Mexico S.A.P.I. de C.V.  
Oriente 180 No. 378 Moctezuma 2da Sección,  
Venustiano Carranza  
15530 Mexico City - Mexico  
Billing Contact: [billing-mx@showheroes-group.com](mailto:billing-mx@showheroes-group.com)  
VAT-ID: SME110919TF9

**If Partner is located in Peru:**

Smartclip Peru S.A.C.  
Cal. Las Begonias 441 Int.503 Lima  
15046 San Isidro - Perú  
Billing Contact: [billing-pe@showheroes-group.com](mailto:billing-pe@showheroes-group.com)  
VAT-ID: 20603021763

**If Partner is located in Germany or the rest of the World (excluding the territories mentioned above):**

ShowHeres SE  
Brunnerstraße, 154  
10015 Berlin - Germany  
Billing Contact: [billing@showheroes-group.com](mailto:billing@showheroes-group.com)  
VAT-ID: DE326016486

- 8.9. Payments by ShowHeroes are made within 60 days after receiving a correct invoice.
- 8.10. To be able to request payments and issue an invoice, Partner must be enabled for invoicing by ShowHeroes. Partner may request this authorization through the specific section in the Platform or via an SA. Following this request, ShowHeroes will send

a form via email to the Partner requesting the tax information and payment details; this form must be completed, signed and sent to [finance@showheroes.com](mailto:finance@showheroes.com), or another address indicated above, according to the Country in which Partner is located. After verifying the data received, ShowHeroes will then proceed to enable Partner to issue invoices. To change the tax information and payment details, Partner will have to request it by email to [billing@showheroes-group.com](mailto:billing@showheroes-group.com), or another address indicated above, according to the Country in which Partner is located, according to the methods mentioned above.

- 8.11. All payments due from and/or owed to ShowHeroes will be made in the currency of the respective ShowHeroes entity's legal seat, unless otherwise stated in the STC or SA. By default, payments are made in EUR via SEPA Bank Transfer within the European Union and via wire transfer in USD in the United States. In case payments need to be made via foreign currency transfer, both parties have to bear their own costs (i.e. "SHA" for bank transfer charges).
- 8.12. For some sites, Partner can choose to receive payments via Bank Transfer or PayPal. For Partners (natural persons or Companies) based outside Italy, selecting payment via Bank Transfer can result in an increase of the minimum payment threshold. Any bank fees will be divided in equal parts between the Partner and ShowHeroes.
- 8.13. For Partners subscribed to Software as a Service (SaaS), at the beginning of each month, ShowHeroes will issue an invoice stating the payment due for the previous month. The payment must be made to ShowHeroes via Bank Transfer within the following 30 days, as indicated in the invoice.
- 8.14. In any case in a given month when Partner's payment does not reach the minimum threshold as defined below, or the diverse threshold indicated in the STC ("Minimum Threshold"), payments will not be made. In this situation, the eventual amount below the Minimum Threshold will accrue to the Partner's payment due the following month and will be paid together with the latter only if the Minimum Threshold is reached. The Partner declares that he is solely responsible for payment to competent authorities regarding any applicable taxes.
- 8.15. The minimum thresholds will vary depending on the payment method and country of residence, and are defined as follows:
- For Partners residing in the European Union:**
- Minimum threshold of €50 - payment via PayPal
  - Minimum threshold of €100 - payment by Bank Transfer
- For Partners residing outside the European Union:**
- Minimum threshold of €50 - payment via PayPal
  - Minimum threshold of €1000 - payment by Bank Transfer
- 8.16. Payments will not be made in any event when the publication of Video Content and/or Advertising Messages on Digital Media has not been approved by ShowHeroes or in any case Prohibited Content has been published. Payments will also not be made in any case of deceptive and/or fraudulent and/or illicit activity performed by the Partner, as determined and at the discretion of ShowHeroes.
- 8.17. Partner acknowledges and agrees that the data displayed daily in the Publisher Dashboard shall be considered as indicative and, therefore, susceptible to modifications by ShowHeroes (such as the partial or total cancellation of the amount resulting from fraud or unlawful actions performed by Partner), while the definitive calculation of fees will be made only at the end of each month. For the purposes of fees, as indicated in article 8.1, only the amount indicated by ShowHeroes at the end of each month, from the moment the Partner has been authorized to issue an invoice, will be certified.

- 8.18. In any event, Partner will lose his right to payment of accrued fees if he does not issue the relative invoice, according to the methods described in article 8.5 within the six-month period starting from the issue date of the fiscal document request published in the Payments section in the Platform. If the invoice is not received within 5 months from the date the fiscal document request was released, ShowHeroes will notify Partner by email of the imminent expiration deadline, without prejudice to the fact that Partner cannot in any case demand payment of the fee due to possible omission of said notice.
- 8.19. If Partner has not issued an invoice or requested to be enabled to invoice within the six-month deadline referred to in article 8.18, he will receive an email notice reminding him to issue an invoice for the payment owed from ShowHeroes within the following six months, starting the day the notice was received. In the case that an invoice has not been issued within this period, the Partner will no longer be entitled to the payment and the relative amount will be definitively eliminated from the Publisher Dashboard.
- 8.20. If Partner has not reached the Minimum Threshold within 12 months from the last date which generated payments, all the fees generated on that date and not yet paid will not be considered due and Partner's account will be closed.
- 8.21. In the event of failure to request invoice enablement, referred to in article 8.10, within a 12 month period starting from the day of registration provided for in section 3, Partner will lose his right to earnings accrued, and ShowHeroes will delete the related account, not before receiving an email notice of the imminent expiration of the terms. It is understood that the Partner will not in any case be able to demand payment due to the possible omission of said notice.

## **9. Termination and express termination clause**

- 9.1. ShowHeroes may terminate this agreement at any time and for any reason, by giving written notice to the other party, via email, with an advance notice of at least 60 days.
- 9.2. If Partner is located in Italy and is a Consumer, the advance notice is of 14 days according to the Consumer Code (D. Lgs. n.206/2005) and subsequent amendments and additions, if applicable.
- 9.3. In the event that even one of Partner's obligations is unfulfilled, outlined in articles 3.6, 4.2, 4.3, 4.4, 4.6, 6.1, 7.1, 15, 16 and 18, the contract shall be terminated immediately and without prior notice, if at that time ShowHeroes will communicate to the nonconforming Partner, in writing, also by email, the intention to use this clause, without prejudice to compensation for damages.
- 9.4. The contract will be terminated immediately, after the notice referred to in article 9.2 above, when one of the following situations occurs:
- a. If Partner is declared bankrupt or if he requests to be eligible for a composition with creditors or receivership;
  - b. Dissolution, liquidation, sale, merger, transformation of the Partner;
  - c. Legal proceedings against the Partner that may compromise or damage the image or the commercial reputation of ShowHeroes;
  - d. If ShowHeroes has reason to believe that the Partner is using the Services in such a way as to cause or be able to cause damage of any nature, including to the image and reputation, to ShowHeroes itself, without prejudice to the compensation for damages.
- 9.5. In any case of violation of these T&C, STC and/or SA, ShowHeroes reserves the right to suspend at any time and without prior notice the Partner's account and access to the Platform. In such a case, Partner may not re-register for the Platform. ShowHeroes

may block Partner's email address and internet protocol address to prevent further registration.

- 9.6. In all cases of dissolution of this agreement, for any reason, Partner's account will be deleted and ShowHeroes shall be entitled to withhold all amounts accrued by the Partner until the dissolution and not exceeding the minimum threshold, provided for in article 8. Content that Partner submitted may no longer be available. ShowHeroes shall not be responsible for the loss of such content. Partner declares that he has nothing to claim against ShowHeroes for the aforementioned reasons.

## 10. Obligations and quality standards

- 10.1. Any party subject to the T&C, STC and/or SA may only utilize Video Content and Advertising Messages (in connection with the use of Platform) that are not related to the following content, actions, products or services:
- a. incentive-driven and / or fraudulent increase of traffic and/or user numbers of a website (Ad Fraud);
  - b. sale and/or consumption of illegal drugs (including drug supplies), prescription drugs, tobacco products, except in Countries in which such conduct is considered lawful by the legislation in force;
  - c. counterfeit or counterfeit products (in particular products which are described as "knock-off", "replica", "faux" or similar of a branded product and/or imitate the brand features in order to be confusingly similar to the branded product);
  - d. software piracy and other copyright infringement (including websites that illegally enable the streaming and/or downloading of protected content, such as torrent, P2P or file sharing websites);
  - e. gambling and/or casinos (online or offline), except in Countries in which such conduct is considered lawful by the legislation in force;
  - f. false, deceptive, fraudulent or misleading content;
  - g. promotional advertising of products or services that may cause damage or injury;
  - h. sale of weapons or ammunition (e.g. firearms, weapon accessories, combat knives, stun guns, gas or alarm pistols);
  - i. sale and/or distribution of term papers and other student or school work, ghostwriters for such production;
  - j. adult services, in particular sexual, pornographic or obscene products, services or content (in writing, images or sound);
  - k. "Hate Speech" and any other content (in writing, images or sound) that is offensive to individuals, groups and/or organizations, blasphemous, threatening, harmful, harassing and/or discriminatory (especially with regard to age, race, ethnic, etc.) towards affiliation, belief, nationality, religion, gender, marital status, sexual orientation or physical or mental disability);
  - l. Violent or harassing content (including bullying);
  - m. Illegally copying or ripping YouTube videos, CDs / DVDs / Blu Rays, etc.;
  - n. promotion of unlawful behavior;
  - o. (Internet) fraud, illegal activities and/or competitions, pyramid schemes, chain letters;
  - p. defamatory or vulgar content;
  - q. spam or other types of unwanted mass advertising;
  - r. hacking or cracking;
  - s. any other content that is illegal, promotes illegal activities and/or violates the rights of others.
- 10.2. ShowHeroes will not remunerate Publisher for delivered traffic that is in any way fraudulent or for any impressions generated violating the above defined quality standards.

## 11. Limitations and exclusions of liability

- 11.1. Partner uses the Platform at his own risk.
- 11.2. ShowHeroes is not liable for any direct, indirect, incidental, special, consequential, or exemplary damages, goodwill or other intangible losses,

including but not limited to damages for loss of profits, use, data or other intangible losses.

The above limitations of liability do not apply to a liability for injuries of life, body, and health or in the event of the acceptance of a guarantee by ShowHeroes.

- 11.3. In no event shall ShowHeroes be responsible for the creation or maintenance of the Services, for any loss of profits to partners or third parties, that are caused by the use or by the inability to use the Services. The exclusion of liability provided herein will not be valid in the event of malicious intent or gross negligence by ShowHeroes.
  - 11.4. ShowHeroes makes no guarantee to the accuracy, truthfulness, and completeness of the Advertising Messages by Advertisers and has no control over them, therefore it is intended that the Advertiser will be the only one responsible for the contents of the Advertising Message.
  - 11.5. Furthermore, ShowHeroes does not offer any guarantee concerning:
    - a. the identity, legal capacity, seriousness of intent, or other characteristics of Advertisers; the quality, lawfulness and safety of the products and/or services in the Advertising Messages; the truthfulness and accuracy of the descriptions provided.
    - b. results obtained through the use of the Services, in particular regarding the level of Impressions or clicks or views that will be generated by the Advertising Messages; the level of monetization of the Video Content; and the quality of matching Video Content and/or Advertising Messages to Digital Media content using Showheroes' Semantic Technology.
    - c. ShowHeroes does not warrant that access to the Platform or content will be uninterrupted and/or of a certain quality;
    - d. ShowHeroes does not warrant that the Platform will be provided without interruption and/or errors or that the Programs will be available for a certain period of time.
  - 11.6. Without limiting the foregoing, ShowHeroes makes no representations or warranties:
    - a. that the Platform will be permitted in Partner's jurisdiction;
    - b. that the Platform will be uninterrupted or error-free;
    - c. Concerning any content submitted by any user;
    - d. Concerning any third party's use of content that Partner submits;
    - e. that any content Partner submits will be made available on the Platform or will be stored by ShowHeroes;
    - f. that the Platform will meet Partner's business or professional needs;
    - g. that ShowHeroes will continue to support any particular feature of the Platform or, concerning sites and resources outside of the Platform, even if linked to from ShowHeroes' service.
  - 11.7. ShowHeroes provides the Platform on an "as is" and "as available" basis. ShowHeroes expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law.
  - 11.8. ShowHeroes reserves the right to modify the Platform. Partner is responsible for providing Partner's own access (e.g. computer, mobile device, Internet connection, etc.) to the Platform. ShowHeroes has no obligation to screen or monitor any content and does not guarantee that any content available on the ShowHeroes Service complies with this Agreement or is suitable for all users.
  - 11.9. The above limitations or exclusions of liability also apply to any entity of ShowHeroes Group, to any of their employees, workers, staff members, representatives, and vicarious agents.
-

## 12. Liability of ShowHeroes

- 12.1. ShowHeroes shall only be liable in case of a violation of significant contractual obligations or the violation of a guarantee. Significant contractual obligations are obligations that enable the proper fulfilment of the contract and those upon the fulfilment of which Partner can rely. The liability to pay damages in case of infringement of significant contractual obligations shall be limited as follows: (i) ShowHeroes' liability shall be limited to foreseeable damage in each case, (ii) ShowHeroes shall not be liable for lost profits or indirect or consequential damage, (iii) ShowHeroes' total liability shall be limited to the amount which was actually paid out to it during the 12 months preceding the damage event.
- 12.2. To the extent any disclaimer or limitation of liability does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which Partner first used the Platform, and no warranties shall apply after such period.
- 12.3. The above regulations do not constitute a modification of the burden of proof to the detriment of Partner.
- 12.4. Force Majeure: Neither Party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, any prohibition, admonishment, encouragement or restriction by any government or other legal authority that affects this Agreement and is not in force on the date of this Agreement, lockouts, failures of the Internet, shortages of or inability to obtain energy, raw materials, or supplies, pandemics, war, terrorism.

## 13. Declarations and Warranties

- 13.1. For any content that Partner uploads, Partner represents and warrants that he has the right to submit the content to ShowHeroes. ShowHeroes will

not need to obtain licenses from any third party or pay royalties to any third party. The content complies with this Agreement and all applicable laws

- 13.2. Partner hereby declares and guarantees:
- to assume all responsibility for Digital Media and/or Video Content transmitted through the Platform;
  - that the Digital Media and/or Video Content will not have as the subject nor contain links to Prohibited Content, or otherwise messages that promote such Prohibited Content;
  - to be the exclusive owner, and/or to have valid consent or authorization from the owner, of the rights (including Intellectual Property Rights) of the Digital Media, Video Content and Advertising Messages;
  - to use the Services within the limits allowed by these T&C, STC and/or SA, where applicable, in respect to the rights of others (including Intellectual Property Rights) and to the applicable law;
  - not to upload, publish or transmit any video, image, text, audio recording or other content that:
    - are hateful, defamatory or discriminatory, or incites hatred against any individual or group;
    - infringe any third party's copyrights or other rights (e.g. trademark, privacy rights, etc.);
    - contain sexually explicit content or pornography (provided, however, that non-sexual nudity is permitted);
    - exploit minors;
    - depict unlawful acts or extreme violence;
    - depict cruelty to animals or violence against animals;
    - promote fraudulent or dubious commercial schemes;
    - carry viruses or other computer threats;
    - violate any other law.

## 14. Indemnification

- 14.1. Partner will indemnify, defend, and hold harmless ShowHeroes and its affiliates, directors, officers, employees, and agents, from any damages to a third party and a third party right, including any intellectual property or privacy right, and against all third party actions that:
  - a. arise from Partners activities on the Platform;
  - b. assert a violation by Partner of any term of this Agreement;
  - c. assert that any content Partner submitted to Platform violates any law
- 14.2. In the event that the rights transferred under the present Agreement are impaired by third parties, Partner agrees to take every appropriate measure to enforce its rights against such third parties and to notify ShowHeroes thereof as soon as such impairments are brought to Partner's attention, ShowHeroes shall also be entitled to take appropriate action itself to oppose such impairments. Partner shall be obliged to fully and unrestrictedly support ShowHeroes in the defense of ShowHeroes' rights.

This includes any legal fees or expenses of any other kind, and against any penalties that ShowHeroes was obliged to pay to third parties or to the competent Authorities and caused by the non-compliance, even partial, of the declarations in article 13 above, and to any other damages and expenses resulting from any other assumptions of responsibility related to Digital Media and/or Video Content transmitted through the Platform.
- 14.3. ShowHeroes may collect, use, and share anonymous information about Users who browse Digital Media and/or consume Video Content, with Advertisers or other third parties in order to create profiles and personalize Advertising Messages based on User preferences. Purposes and Legal Bases of this processing of personal data are subject to Article 16 of these T&C. The Partner acknowledges and accepts these aforementioned conditions.

- 14.4. The Partner acknowledges that the non-compliance with the foregoing Article 13.2, even if it refers to only one of the assumptions, constitutes a contractual breach and allows ShowHeroes to immediately terminate the contract according to article 9.2, without prejudice to compensation for damages.

## 15. Confidentiality

- 15.1. The parties shall keep all Confidential Information secret and confidential during the Term of the Agreement and thereafter. Confidential Information shall mean all terms and conditions of this Agreement and information related to the disclosing party which emerges during and prior to the cooperation in accordance with this Agreement, and which is not in or does not enter the public domain and/or was not already in the receiving party's knowledge. Third parties to whom such Confidential Information may be disclosed are:
  - a. employees and/or Companies belonging to ShowHeroes Group or which are affiliated to ShowHeroes Group;
  - b. companies in which ShowHeroes has a direct or indirect interest and any of their employees;
  - c. certified public accountants, lawyers and/or other professional advisors;
  - d. prospective buyers or investors, provided that:
    - these persons or entities have been obliged by the disclosing party to keep all information secret and confidential and
    - the party that discloses information under this paragraph remains responsible for the acts and omissions of any such person or entity as though they were the acts and omissions of the disclosing party itself.
  - e. Confidential Information can be disclosed without limitation:
    - to the extent necessary to comply with applicable laws, the rules of any stock exchange on which the shares of that party or its parent company may be listed, or a valid

order of a court of competent jurisdiction or an arbitration tribunal or another competent authority;

- in order to exercise or to enforce any of its rights pursuant to this Agreement and/or if it is information relevant to Partner's accounting obligations to its licensors. Disclosure of the entire Agreement or any press release in relation thereto shall be subject to the prior written approval of ShowHeroes (e-mail shall suffice).

- 15.2. Any confidentiality agreement separately concluded between the parties shall continue to apply. The confidentiality obligation contained in this section shall survive the termination of this Agreement.
- 15.3. The parties acknowledge that, as a result or for the effect of these T&C, each Party (Receiving Party) may receive from the other Party (Disclosing Party), or otherwise learn, in any form, Confidential Information.
- 15.4. In such cases, the Receiving Party will be obliged to (a) ensure the confidentiality of Confidential Information, (b) not publish, reveal and disclose Confidential Information to third parties, without the prior written consent of the Disclosing Party, (c) use the Confidential Information solely to fulfill the duties provided by these T&C.
- 15.5. Partner also agrees to keep confidential and to not disclose to third parties (a) the identity of the Advertisers, (b) the performance and payments related to the Video Campaigns published on the Property and (c) his Account and Registration Credentials.
- 15.6. Confidential Information is not subject to the obligations provided for by this article if: (a) already in the Receiving Party's possession at the time the same information from the Disclosing Party was received, without any restriction for its use or disclosure, (b) if it is or becomes public domain as long as not resulting from a violation of the obligations provided in this article, (c) received by

the Receiving Party from a third party other than the Disclosing Party, which is not bound by obligations of confidentiality and non-disclosure, (d) produced by the Receiving Party without any use of the Confidential Information of the Disclosing Party, (e) whose disclosure is imposed by the observance of provisions of law or regulations, or for the realization of a measure taken by public authority.

- 15.7. Each Party agrees to take all appropriate measures and precautions suitable to ensure the confidentiality of the Confidential Information, and to ensure that its employees, agents, representatives, and collaborators will follow the obligations provided for in this article.

## **16. Privacy**

- 16.1. The Parties agree to operate in compliance with the applicable laws and regulations regarding the processing of personal data, including the EU Regulation n.679/2016 (GDPR), where applicable. ShowHeroes will make the Privacy and Cookie Policies available to the Partner, in the appropriate section of the Site, which constitute an integral and substantial part of these T&C. Partner declares that he has read and accepted the above-mentioned policies.
- 16.2. If, and to the extent that, ShowHeroes is obliged to collect, process or use personal data on behalf of Partner for the purposes of the performance of this Agreement, or has access to personal data of Partner -for example, via remote access to systems of Partner-, the parties will enter into an agreement governing the collection, processing and use of personal data pursuant to any applicable data protection laws and regulations. Publisher accepts the ShowHeroes data protection agreement attached to these terms and conditions..
- 16.3. Partner agrees to insert its Privacy Policy and cookie policies in the Digital Media, in compliance with the legislation and directives in force regarding the processing of personal data, also he agrees to

implement a CMP (Consent Management Platform) on the Digital Media, according to the guidelines published by IAB Europe (Transparency and Consent Framework, TCF), including the link to the ShowHeroes information at <https://showheroes-group.com/privacy-policy/>

- 16.4. ShowHeroes reserves the right to carry out checks on Partner's compliance with the provisions of article 16.4 above. In the event of non-fulfillment, ShowHeroes will block Partner's account and access to the Platform by suspending the service, without prejudice to ShowHeroes's right to terminate the contract pursuant to the previous article 9.2.

### **17. Access authorization and Password**

- 17.1. Partner agrees to treat the access data and passwords required to access the ShowHeroes platform confidentially and will inform ShowHeroes without undue delay in written form of any unauthorized access to and/or use of its login credentials.
- 17.2. ShowHeroes encourages Partner to use his or her real name. If Partner is a business, government, or non-profit entity, Partner must use the actual name of the respective organization. Partner may not use someone else's name, a name that violates any third party right, or a name that is obscene or otherwise objectionable.
- 17.3. Partner may grant access to Partner's account to other team members subject to a seat limit. Partner is responsible for the actions of those persons insofar as Partner's team account is concerned.
- 17.4. Partner shall be fully responsible for all acts carried out by any third party using its access data and/or passwords on its behalf.
- 17.5. Partner will refrain from any acts or measures that could impair or jeopardize the functionality, operation or security of the Platform or the information processed and stored on the ShowHeroes platform.
- 17.6. If Partner breaches any of the above duties and/or obligations, ShowHeroes shall be entitled to suspend or delete Partner's account after reasonable consideration of Partner's legitimate interests. In such cases, ShowHeroes will suspend Partner's access authorization and notify Partner.

### **18. Intellectual property rights**

- 18.1. Partner recognizes ShowHeroes' intellectual property rights in its Services, the Platform and the Site and agrees to not modify, adapt, translate, decompile, decode, disassemble the Services, or otherwise attempt to extract the source code, or to not create or attempt to create a substitute or similar service or product through the use of or the access to the Services or proprietary and/or confidential information related to them.
- 18.2. ShowHeroes maintains the exclusive ownership of the name, logo, trademarks and distinctive brand elements of which it is the owner or licensee. The use by the Partner of these distinctive elements is permitted only after written permission granted by ShowHeroes to the Partner. Such authorization may in no way be considered as a trademark license or give any right to the Partner of the aforementioned brand elements. No provision in these T&C, STC and/or SA will transfer the intellectual property rights of ShowHeroes to the Partner, nor can it be interpreted in this way. The Partner guarantees and agrees to not file, anywhere in the world, any application for the registration of intellectual property rights that are identical or similar or may be confused with the intellectual property rights of ShowHeroes. If Partner becomes aware of acts of unfair competition and infringements of intellectual property rights made by third parties and damaging ShowHeroes, he must promptly inform ShowHeroes.
- 18.3. Partner approves the use by ShowHeroes of his name, brand and logo in presentations, marketing materials, press releases, customer lists, financial

reports, lists of customer websites, search results pages.

- 18.4. Each Party agrees to act, for the duration of these T&C, STC and/or SA, in accordance with the applicable law related to copyright, and in particular, to not transmit, disclose, distribute, facilitate the distribution and circulation of copyrighted works, and to not promote the distribution of the same works, if not in possession of regular authorization. Each Party agrees to take all appropriate measures and precautions to ensure the safeguarding of trademarks and distinctive brand elements, agreeing to communicate to the other party any facts or information that she has learned that could be tied to or considered at risk of possible trademark and/or brand infringement.

## **19. Information requirements**

The Partner declares and acknowledges that ShowHeroes has complied with the information requirements of the CE Directive n.31/2000. In particular, ShowHeroes makes available to the Partner the information required by the Directive above, on the Site and in the T&C. ShowHeroes also makes available to the Partner the present T&C on the Site, so that it is allowed to reproduce and save them.

## **20. Compliance**

Neither Partner nor its employees and/or agents may commit any acts that could result in it or them being liable to prosecution for fraud or breach of a fiduciary duty, criminal insolvency, unfair competition offenses, bribery, corruption or similar offenses.

## **21. Auditing**

Partner is entitled to review the figures reported by ShowHeroes (itself or by an independent auditor). ShowHeroes will bear the costs of an audit if revenue-share relevant data within the scope of the respective contract deviates by more than 10% from the reported figures.

## **22. Bankruptcy**

- 22.1. Partner represents and warrants that with regard to the rights granted under this Agreement there are no extraordinary termination, withdrawal and/or other contractual rights which may cause said rights to expire or to be transferred to third parties in the event of a bankruptcy petition being filed or composition proceedings instituted with regard to Partner's estate or if Partner becomes insolvent or is in default of its payments or other resolatory conditions for the own acquisitions of title come into effect.
- 22.2. In the event of a bankruptcy petition being filed, or bankruptcy proceedings being instituted, or a petition for instituting legal composition proceedings being filed, or composition proceedings being instituted with regard to Partner's estate, the rights transferred to ShowHeroes shall not be affected in any way, according to applicable law.

## **23. Governing Law and Jurisdiction**

- 23.1. This Agreement is interpreted and construed in accordance with the laws of the Federal Republic of Germany, with the exclusion of the U.N. Convention on Contracts for the International Sale of Goods and the rules of private international law.
- 23.2. The exclusive place of jurisdiction for all legal disputes arising from or in connection with this Agreement is Berlin. Notwithstanding the foregoing, ShowHeroes reserves the right to take legal action at other legally competent courts.
- 23.3. Arbitration proceedings have not been agreed.

## **24. Miscellaneous provisions**

- 24.1. These T&C, the STC and any Service Agreements (SA), the introduction and the annexes constitute the entire Agreement between the Parties and supersede any prior agreements, whether written or oral, express or implied, unless otherwise desired. No modification or integration of these T&C and/or

STC or any Service Agreements agreed between the parties will be effective and binding between them if not resulting from a written and signed agreement by the representatives of ShowHeroes and the Partners duly authorized for this.

- 24.2. The Partner may assign or transfer its rights or obligations resulting from the T&C only with the prior written permission of ShowHeroes.
- 24.3. No Party shall be limited in exercising the rights deriving from the T&C, unless it has signed an express waiver for this.
- 24.4. If any provision of these T&C becomes illegal, invalid or otherwise unenforceable according to the law of any jurisdiction, this shall not affect the legality, validity or enforceability of any other provision of these T&C.
- 24.5. In no event shall these T&C provide for the creation of partnerships or fiduciary or agency relationships between the Parties. Nothing in these T&C may constitute or confer any right or other benefit in favor of third parties.
- 24.6. Partner shall inform ShowHeroes of any changes in Partner's corporate form, business address or similar without undue delay. If Partner should fail to provide such information without undue delay, it shall be liable for any negative consequences and costs.
- 24.7. The parties agree that any communication between them will be via email, at [legal@showheroes-group.com](mailto:legal@showheroes-group.com) unless otherwise agreed.
- 24.8. Force Majeure If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be

suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

#### **24.9. If Partner is located in Italy**

##### **– Governing law and Jurisdiction:**

If Partner is a Consumer, the provisions of point 23 above shall not prejudice the applicable law and the different Consumer Jurisdiction provided by the Consumer Code (D. lgs. 206/2005), if applicable.

##### **– Clauses of specific approval:**

Pursuant to art. 1341 and 1342 of Civil Code, Partner declares that he has specifically read, understood and approved the following articles of the T&C: Art. 2.3 (Tacit renewal of the contract); Art. 3.6 (Registration); Art. 4.3 (Publisher service); Art. 6.1 (b) and (c) (Software as a Service (SaaS)); Art. 7.4, 7.5 and 7.6 (Platform, Site and Unit); Art. 8.9 and 8.10 (Payments); Art. 9.4 and 9.5 (Faculty to suspend execution); Art. 11 (Limitations and exclusion of liability); Art. 13 (Declarations and Warranties); Art. 16 (Privacy); Art. 23 (Jurisdiction and Competent Court).

#### **24.10. If Partner is located in Germany**

Product Placement: Partner acknowledges that media service providers (hereunder called Publishers) are obliged to inform viewers about Product Placements included in Programs if the Program was produced on or after 19 December 2009, due to the German Broadcast Services State Treaty (Rundfunkstaatsvertrag, RStV). Product Placement means any form of audio-visual commercial communication, consisting of the visible inclusion of, or reference to, a product, service, or the trademark thereof, so that it is featured within a Program, in return for payment or for other similar consideration for trade promotion purposes. The free-of-charge provision of goods or services, such as Program props, is considered Product Placement if the goods or services

involved are of significant value. Currently, the relevant limit for the determination of one provider's goods/services is 1% of the Program's costs, where the minimum value of such goods and/or services is EUR 1,000.00 (one thousand Euros).

For Programs produced on or after 19 December 2009, Partner shall thus notify ShowHeroes about actually included Product Placements by providing complete and accurate metadata during the upload of the Program to the Platform which are also transferable to third parties. Partner shall provide ShowHeroes with a comprehensive list of all actually implemented Product Placements on request whereas the respective value, even if the value is below the significant value is specified. Absence of such a notification shall constitute a statement that the respective Program does not contain any Product Placements.