

# Advertiser Terms and Conditions

## Preliminary Note

These General Terms and Conditions (hereinafter "GTC") are agreed to regulate contractual relations between ShowHeroes SE and its customers (hereinafter "Customer").

ShowHeroes SE, Brunnenstr. 154, 10115 Berlin, enters into this Agreement simultaneously on behalf of and in the name of the ShowHeroes Group Companies mentioned under point 1.1. The named group company that provides and invoices the services is the sole party to the agreement with respect to these services and is hereinafter referred to as "ShowHeroes".

ShowHeroes SE and the customer mutually guarantee that they are authorized to represent the respective named group companies.

ShowHeroes and Customer are individually referred to as a "Party" and collectively as the "Parties". These General Terms and Conditions including the Special Conditions, together with the Insertion Order (IO), constitute the "Agreement".

The Agreement governs the provision of the ShowHeroes Service agreed in the IO. ShowHeroes reserves the right to modify or integrate at any time, in whole or in part, these T&C, through publication on its Site. The Site is directed at entrepreneurs. By agreeing to these T&C, Publisher 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 an Agreement with ShowHeroes.

## 1. Definitions

For the purposes of these 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 Publisher 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 each 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 Publisher 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. Publishers 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 Publisher and usable through the Platform, through which the Publisher 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.

**Publisher:** 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 Publishers at the time of registration, or the other credentials communicated by the ShowHeroes staff to the Publishers.

**Revenue Share:** Means the percent of the net revenue payed by ShowHeroes to Publisher.

**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., ShowHeroes Limited, ShowHeroes Inc., ShowHeroes Nordics AB (which includes ShowHeroes AB, ShowHeroes AS, ShowHeroes ApS and ShowHeroes Oy) and ShowHeroes Group S.L.U. (which includes ShowHeroes S.A., ShowHeroes S.A.S., ShowHeroes SPA, ShowHeroes S.A.C., ShowHeroes Brasil Ltda. and ShowHeroes Mexico S.A.P.I. de C.V.).

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>, or <https://showheroes-studios.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 Publisher 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 each 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 Publishers 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 Publisher 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. **Technical specifications and implementation:**

2.1. Customer must meet all technical requirements and specifications for the ShowHeroes Service,

including compliance with guidelines and policies provided by ShowHeroes. These technical specifications may include the following:

- 2.2. incorporating tracking technologies (tags/pixels) provided by ShowHeroes on Customer's Properties to enable the ShowHeroes Services; ii) providing ShowHeroes with catalogs in file form on the products and/or services to be included in the advertising; iii) providing ShowHeroes with Customer's logos and other Customer content to be included in the advertising. The customer is solely responsible for the implementation of these measures. Different campaigns can be run by different ShowHeroes group companies. Customer acknowledges and agrees that ShowHeroes may need to incorporate tracking technologies from ShowHeroes or ShowHeroes' third-party partners into Customer's Properties in order to provide the ShowHeroes Services. The implementation of lit. i) may require additional agreements.
- 2.3. Customer shall ensure that adequate information and choices are provided to Users in accordance with applicable data protection laws prior to the use of third-party tracking technologies or any data collection on Customer's Properties. Customer shall provide Users with easily accessible and comprehensive privacy policies (including ShowHeroes' privacy policy, which can be accessed through the link <https://www.ShowHeroes.com/privacy-policy/> and third-party providers, if applicable) and privacy notices that comply with applicable privacy laws and include all required disclosures, such as descriptions of how data is collected, how it is used and how it affects the user's browsing experience, whether data is collected by or shared with third parties, and how users can easily control their uses and exercise their rights.
- 2.4. Customer acknowledges and agrees that ShowHeroes may place or cause to be placed tracking technologies on Customer's Properties and may also use or cause to be used third party tracking technologies to provide the ShowHeroes Services. Depending on Customer's needs, ShowHeroes will use such tracking technologies for settlement purposes, including but not limited to optimization, to create lookalike segments to optimize Customer's campaigns, or to enable retargeting features. The Customer agrees to remove the tracking technologies of ShowHeroes (as well as third party partners of ShowHeroes, if applicable) from the Customer's Properties when they are no longer used. The timeframe should be set to comply with applicable data protection laws.
- 2.5. To the extent required by law, the Customer shall obtain the User's legally valid consent prior to the placement of the Tracking Technologies and the collection and processing of the Personal Data Purpose and, when obtaining consent, shall ensure that (a) the consent is documented and stored and (b) the User is clearly informed of its options to withdraw consent. Customer shall retain the evidence and make it available to ShowHeroes upon request so that ShowHeroes can demonstrate compliance with applicable data protection laws. For clarification: Customer is solely responsible for the accuracy, quality and legality of its First Party Data and for the means by which its First Party Data is collected, acquired and used. Customer has been advised that ShowHeroes recommends participation in a standardized industry transparency and consent framework (such as those maintained by the IAB) for this purpose.
- 2.6. Unless otherwise expressly provided in the Agreement, Customer may use its own tracking technologies or those of its third-party partners solely for the purpose of enabling the ShowHeroes Services. In doing so, he must take all necessary measures to comply with the applicable data protection laws. In this regard, Customer is and shall remain solely responsible for compliance with all lawful processing requirements and shall in particular obtain consent from Users where legally required, through its own network of business partners or through a standardized industry transparency and consent framework (e.g., such as IAB Europe's GDPR Transparency & Consent Framework).

- 2.7. ShowHeroes reserves the right to amend and/or update these T&Cs with effect from the date of publication on ShowHeroes website. Any substantial changes and updates shall be notified to the Advertiser by email. If Advertiser does not object to a change within thirty (30) days after the notification by informing ShowHeroes in writing via email, the changes are deemed accepted and become effective and binding on the Advertiser. In the event that the Publisher objects to the changes, ShowHeroes and the Advertiser may mutually agree that: (i) the version of the T&C in effect up to that time will remain in force and effect for the Publisher who objected to the changes; (ii) if alternative sub i) is not acceptable/practicable, ShowHeroes reserves the right to terminate the Contract with Advertiser for good cause.

### **3. Display of the advertisement**

- 3.1. Customer expressly agrees that the Advertising will be displayed in the ShowHeroes Inventory and that, unless otherwise agreed, it is at ShowHeroes' sole discretion where (and how often) the Advertising will be displayed and with what priority relative to other customers. The customer also agrees that the advertising may be displayed alongside advertising from direct or indirect competitors. ShowHeroes reserves the right to make changes to the ShowHeroes Services and/or to discontinue or not display advertisements without prior notice to the Customer and without any right to compensation. ShowHeroes will use commercially reasonable efforts not to display the Advertising on websites or other media that are offensive, pornographic, abusive or unlawful. If the customer informs ShowHeroes in writing about the display of the advertisement in such media, ShowHeroes will remove the advertisement immediately. To the extent that the Customer has specific Brand Safety requirements, the Customer shall provide ShowHeroes with a block list prior to playing out the advertising, which will enable ShowHeroes to monitor compliance.
- 3.2. ShowHeroes reserves the right to publish the campaigns of the advertiser placed as demos in

the Showroom under the following link: <https://showheroes.com/showroom/>.

### **4. Measurements and performance reports**

The client receives weekly reporting from ShowHeroes which measures the impressions and other metrics based on which the fees are calculated. All measurements of ShowHeroes are subject to paragraph 1.2 - binding. Creator Service

### **5. Invoice and payment**

- 5.1 ShowHeroes reserves the right to demand advance payments if necessary. Unless otherwise specified therein, all expenses of ShowHeroes are thereby compensated. The Group company providing the ShowHeroes services invoices them on a monthly basis. As far as several campaigns are booked, there can therefore be different currencies for these different invoices.
- 5.2 The customer must provide the billing information and keep it up to date. All invoices are payable without deductions or set-off against counterclaims within 30 days of the invoice date. All payments to ShowHeroes are to be made in the currency specified in the invoice. All agreed fees are exclusive of applicable taxes, which are additionally payable at the statutory rate and in accordance with the statutory provisions. ShowHeroes is entitled to charge interest and collection costs on amounts due in accordance with the law. Objections to invoices may only be raised within one month of receipt. ShowHeroes reserves the right to carry forward amounts less than \$100 (or its equivalent in other currency) to the following month.

### **6. Intellectual property**

- 6.1. Each Party shall remain the sole owner of the IP rights and intellectual property it has acquired prior to the execution of the Agreement. ShowHeroes or ShowHeroes' licensors retain

ownership of all intellectual property rights necessary to provide the Service. The Customer, as well as its partners, if any, shall remain the owner of all intellectual property rights to the advertising and related promotional materials they provide to ShowHeroes.

- 6.2. ShowHeroes agrees to make the Platform and the The Customer grants ShowHeroes (including ShowHeroes Affiliates) a worldwide, royalty free, non-transferable license for the term of the Agreement to display, reproduce and depict Customer's (or its Affiliates', as applicable) trademarks and logos and Customer Content and advertising (a) in ShowHeroes inventory and (b) in all materials promoting the ShowHeroes Service. ShowHeroes will obtain the prior consent of the customer before making any press statements containing the customer's name, logos and/or trademarks.

## **7. Warranty**

- 7.1. ShowHeroes will provide its services with reasonable care. In all other respects, ShowHeroes makes no warranties or representations, express or implied, that the ShowHeroes Service, the ShowHeroes Inventory or any other contractual services have any particular characteristics or quality or are fit for any particular purpose, unless otherwise expressly agreed.
- 7.2. ShowHeroes does not warrant that the ShowHeroes Services will be uninterruptedly available free of defects. ShowHeroes will, however, correct any malfunctions or errors reported during the contract period free of charge for the Partner. A reduction of the remuneration owed to ShowHeroes is only permissible in accordance with the following sentence. Restrictions or failures do not entitle the Partner to a reduction of remuneration and do not justify any other warranty rights of the Partner, if they do not (a) significantly restrict the use, (b) are the responsibility of ShowHeroes (e.g. not disruptions of public telephone or data networks) and (c) amount to more than 0.5% of the total operating time per calendar year.
- 7.3. Customer warrants to ShowHeroes and represents that (i) Customer is authorized to enter into this Agreement and to perform its obligations hereunder, (ii) Customer is authorized to provide the Customer Content/Advertising to ShowHeroes for publication and its use by ShowHeroes does not infringe any third party rights, including intellectual property rights, (iii) the Customer Content/Advertising complies at all times with all applicable laws, contractual requirements, governmental orders and advertising regulations and codes of conduct in all countries in which the advertising is to be displayed, (iv) the Customer Content/Advertising does not contain any obscene, offensive, defamatory or illegal content, nor does it provide access via hyperlinks to websites or the like that contain such content.(v) it does not provide personal data to ShowHeroes via data feeds or otherwise, (vi) all information provided pursuant to this Agreement is true, accurate, complete and current, and (vii) it complies with all applicable laws and governmental regulations and guidelines and policies provided by ShowHeroes.
- 7.4. Customer shall indemnify ShowHeroes (and ShowHeroes Network) against all claims of third parties based on the breach of an express representation made by Customer pursuant to Section 8.3 -. The claim for indemnification shall include satisfaction of the third party and reimbursement of reasonable costs of legal defense and other reasonable expenses.
- 7.5. Customer shall indemnify ShowHeroes (and ShowHeroes Network) against all claims of third parties based on the breach of an express representation made by Customer pursuant to Section 8.3 -. The claim for indemnification shall include satisfaction of the third party and reimbursement of reasonable costs of legal defense and other reasonable expenses.
- 7.6. The measured numbers from ShowHeroes are used to determine counting discrepancies. If counting discrepancies occur, a counting discrepancy of 10% is considered normal for the market and not a counting difference. If in case of a discrepancy of

more than 10% from the total performance no clear cause can be determined, the amount - minus the market standard 10% - will be borne equally by ShowHeroes and the customer.

## 8. Liability

Any contractual or non-contractual liability for damages of the Parties, irrespective of the legal basis, for material damage, personal injury or financial loss caused in connection with the Agreement, including liability for damages in connection with defects or deviations of the contractual services, shall (i) not exist to the extent that the Party is not at fault with regard to the relevant breach of duty and (ii) only within the following limits:

- 8.1. Each party shall be liable without limitation to the extent provided by law (aa) in the event of intentional or grossly negligent acts for which it is responsible, (bb) for culpable injury to life, limb or health of a natural person, (cc) within the scope of statutory product liability and (dd) arising from quality warranties.
- 8.2. Each party shall also be liable in accordance with the statutory provisions for the merely negligent breach of an essential contractual obligation, however limited in total to the pecuniary disadvantages which it should have foreseen as a possible consequence of the breach of contract when concluding the agreement. "Material contractual obligations" in the aforementioned sense are obligations whose fulfillment is essential for the proper execution of the agreement and the achievement of the purpose of the agreement and on whose fulfillment the customer may regularly rely in accordance with the content and purpose of the agreement. This includes, in particular, the obligation to provide the contractual services on time and in a manner that does not endanger the life, limb, health and property of the other party.
- 8.3. Except for the liability under No. (i), any liability or responsibility of the parties is excluded for:
  - claims of third parties, lost profits, business interruption, futile expenses and other consequential or pecuniary damages,
  - damages due to loss of data, if and to the extent that these could have been avoided by regular appropriate data backups.
- 8.4. Except for liability under clause (i) and to the extent that liability is not excluded in its entirety under clause (iii), the total liability of each party under or in connection with the Agreement for any Contract Year shall be limited in the aggregate to a maximum amount equal to 100% of the payments made to such party under the Agreement for the Contract Year in which the breach occurs and which have not been repaid. If the total of these payments is less than € 50,000, a maximum amount of € 50,000 applies instead.
- 8.5. This section does not establish a change in the statutory burden of proof.
- 8.6. The limitations of liability agreed in the Agreement shall also apply to any personal liability of the governing bodies and employees of the parties.
- 8.7. Liability for damages arising from or in connection with the Agreement, with the exception of liability pursuant to Section 9.1 - No. (i), shall become statute-barred 12 months after the claim arises, regardless of knowledge of the underlying facts.
- 8.8. The Partner acknowledges and accepts the risk that the amounts payable under the Agreement may be influenced by third parties generating impressions, clicks and views for improper purposes or by other manipulations. ShowHeroes does not assume any liability towards the Partner for the above circumstances.
- 8.9. Any liability of ShowHeroes with regard to Customer Content, in particular any liability with regard to errors of the Customer Content as well as damages based on the fact that Customer Content is displayed to third parties by means of the ShowHeroes Services, is excluded, The Customer is solely responsible for ensuring that all legal requirements with regard to the content of the advertisement are fulfilled and he/she indemnifies ShowHeroes - subject to clause 8.4 - from all

claims of third parties raised with the allegation that Customer Content is infringing or illegal.

- 8.10. The parties shall not be liable to each other to the extent that performance of the Agreement is prevented in whole or in part by circumstances beyond their control, including, but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemics, pandemics, lockdowns, Quarantine restrictions, similar measures, labor disputes outside the parties' operations, labor shortages, power shortages, transportation embargoes, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals or non approvals) of any government or governmental authority ("Force Majeure"). For the duration of an event of force majeure, the affected performance obligations shall be suspended.

## **9. Data protection**

- 9.1. The parties undertake to include in their websites (and/or apps) a privacy statement indicating that the party concerned as well as third parties may collect user data for re/targeting advertising purposes, a description of the type of data that may be collected, an explanation of how and for what purpose the collected data will be used or transferred to third parties, and a clearly visible link to a mechanism by which the user can opt out of such data collection.
- 9.2. The Customer shall use its best efforts to ensure that the data protection declarations of its partners contain appropriate notices and, where necessary, an opt-out option.
- 9.3. The parties undertake to comply with all applicable legal provisions and official orders relating to data protection and the protection of personal rights. The Parties shall be entitled to collect data in connection with their activities under this Agreement (in accordance with their privacy statements). Customer may not (a) resell, rent, lease, sublicense or transfer to any third party any data provided by ShowHeroes or any third party data provided through the ShowHeroes Services,

(b) use such data in any manner other than for marketing purposes and the delivery of online advertisements, or (c) merge or combine such data with personally identifiable information.

- 9.4. The Customer agrees that ShowHeroes, as Controller, may process transaction data generated through the ShowHeroes Services for product improvement (to improve existing systems and software and to develop new products), for security purposes (to detect and prevent fraudulent activities and to ensure that systems and processes are functioning properly and securely), for compiling statistics related to its services and target groups. ShowHeroes may only use transaction data to create a user segment if it is aggregated with data from at least five other advertisers in the same sector as the customer (sectors include insurance & finance, automotive, etc.). Furthermore, the Customer acknowledges that ShowHeroes may use and disclose without restriction all data that is anonymized, meaning that it can no longer be attributed to a specific source, and aggregated, meaning that it can no longer be attributed to an individual transaction.

## **10. Audits**

ShowHeroes will, during the term of this Agreement, upon written request, facilitate such audits, which Customer will conduct at its own expense, to verify ShowHeroes' compliance with the terms of this Agreement or any IO. On-site audits shall not occur more than once per year, must be announced in writing thirty (30) business days in advance, and shall be conducted during normal business hours. Salary and personnel records and accounting records are excluded from inspection during audits. The Customer shall not have the right to make copies within the scope of the tests, unless the parties have agreed otherwise in writing.

## **11. Contract duration and termination**

- 11.1. The agreement ends at the end of the campaign and does not require termination.
- 11.2. The agreement may be terminated before its expiry by either party for good cause. An important



reason exists in particular: (a) if the other party breaches any provision of the Agreement in any material respect and fails to cure such breach, insofar as it is curable, within seven (7) business days after written notice; (b) upon the occurrence of a Force Majeure Event which has lasted for at least two (2) months; and (c) if the other party (i) discontinues or threatens to discontinue its business; (ii) falls into financial collapse and fails to provide security for the performance of the contract; or (iii) insolvency proceedings are instituted against the assets of the respective other party, such application is rejected for lack of assets or provisional administration of the assets is ordered to safeguard the assets.

- 11.3. Termination of the Agreement shall not (regardless of the reason for termination) affect any rights or obligations of the Parties that arose prior to the date of termination or any provisions of the Agreement that are expressly or by their nature intended to survive termination of the Agreement.

## **12. Secrecy**

The parties shall refrain from disclosing to any third party the terms of this Agreement or any confidential information concerning the business operations or business affairs of the other party (including its affiliates) that has been made available to you by the other party, except to the recipients expressly named in this Agreement or to other agents or consultants who are under an obligation of confidentiality. If disclosure of such information is required by law or governmental request, the other party shall be notified as soon as possible prior to disclosure of the information and, upon its request, assisted in obtaining (interim) legal protection against the disclosure.

## **13. No transfer of rights or obligations to third parties**

Customer may not assign any rights under the Agreement, other than payment claims, or use subcontractors to perform its obligations under this Agreement without ShowHeroes' prior written consent, which may be withheld only for good cause.

## **14. Insurance**

Both parties confirm to have taken out a public liability insurance with a coverage of at least one million US dollars (or the equivalent in other currency) and undertake to maintain it during the entire term of the agreement and to inform the other party of any material changes.

## **15. Take-Down Policy**

If ShowHeroes becomes aware of a Brand Safety violation during weekdays, ShowHeroes will take down the misplaced ad within 12h local time; if the written notification is received during weekends or holidays, ShowHeroes will take down the misplaced ad by 24pm local time on the following business day. ShowHeroes will fully investigate the cause of the violation and take any necessary actions to prevent a recurrence.

## **16. Miscellaneous**

- 16.1. The Agreement shall be governed by and construed in accordance with German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all legal disputes arising from or in connection with this agreement shall be Berlin. Notwithstanding the foregoing, ShowHeroes reserves the right to bring an action in other courts having jurisdiction by law.

Out-of-court arbitration proceedings were not agreed

- 16.2. Declarations in connection with this agreement must be made in writing to be effective. Additions or amendments to this Agreement or waivers of individual provisions shall be agreed or confirmed in writing. This shall not affect the validity of individual contractual agreements within the meaning of Section 305b of the BGB (German Civil Code).
- 16.3. Any written form requirement in connection with this Agreement shall also be deemed to have been complied with if transmitted by fax or e-mail or in any other text form pursuant to Section 126b of the BGB (German Civil Code). The parties agree that IOs

and amendments to IOs may also be agreed electronically. Notices and declarations shall be sent to the contact addresses indicated in the IO.

- 16.4. These General Terms and Conditions shall take precedence over any deviating statements made by the customer in the IO; in particular, the customer acknowledges that its general terms and conditions of purchase shall not become part of the contract. For the avoidance of doubt, any unilateral statements made by the customer in the IO or any other document shall not become part of the contract, even if ShowHeroes does not expressly object to them. Only these General Terms and Conditions and the other parts of the Agreement provided by ShowHeroes are legally binding.
- 16.5. The Agreement fully reflects the agreements of the Parties with respect to the subject matter of the Agreement. There are no ancillary agreements. All previous agreements or declarations of the parties, in any form whatsoever, regarding the ShowHeroes Services shall become invalid upon the conclusion of the Agreement. If any provision of the Agreement is found to be invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions. The invalid or unenforceable provision shall be replaced by the valid and enforceable provision whose regulatory content comes closest to the economic purpose pursued by the parties with the original provision. The same applies in the event of a regulatory gap. The Agreement fully reflects the agreements of the Parties with respect to the subject matter of the Agreement. There are no ancillary agreements. All previous agreements or declarations of the parties, in whatever form, relating to the Platform shall become invalid upon the conclusion of the Agreement.
- 16.6. The waiver of the assertion of claims or rights in connection with the Agreement shall not constitute a waiver of such claims or rights for the future.
- 16.7. The agreement exclusively establishes rights and obligations in the relationship between the parties. The agreement shall not create any rights of third parties who are not parties or their legal successors.