

Terms & Conditions of glomex' Media Exchange Service for Publishers

1. Scope

- 1.1. These terms and conditions ("**Terms and Conditions**") govern the contractual relationship between glomex GmbH, Dieselstraße 1, 85774 Unterföhring ("**glomex**") and publisher ("**Publisher**") (together named as the "**Parties**") in connection with the Publisher's use of glomex' Media Exchange Service ("**MES**").
- 1.2. These Terms and Conditions are the only terms and conditions that apply to the agreement between glomex and the Publisher for the Publisher's use of the MES (the "**Agreement**"). Terms and conditions of the Publisher that conflict with or deviate from these Terms and Conditions shall not apply.
- 1.3. This Agreement sets forth the terms and conditions pursuant to which the Publisher has the right to use the MES and to embed audio-visual Programs as further specified in Section 3.1.
- 1.4. The use of the MES is reserved to entrepreneurs within the meaning of § 14 of the German Civil Code (Bürgerliches Gesetzbuch, "BGB"). By agreeing to these Terms and Conditions, the Publisher confirms (i) to be either a legal entity or an individual who is at least 18 years old when registering on the MES, and (ii) to be an entrepreneur or to act in the name of and on behalf of an entrepreneur provided to such entity has duly authorized it to conclude this Agreement.

2. Conclusion of this Agreement; Partner-Involvement; Amendments

- 2.1. This Agreement may be concluded in two alternative ways: (i) In case the Publisher announces its wish to apply for the MES in a sales talk with glomex (e.g. by telephone), a glomex sales manager may insert Publisher's registration details into the MES system. The Publisher will then receive an email with the request to verify its email address. After the email verification, the Publisher may receive confirmation from glomex that the Publisher's registration has been received. This email will contain a link to the current Terms and Conditions. This Agreement will only be concluded upon express acceptance of the

Terms and Conditions by the Publisher. (ii) In case the Publisher chooses to apply for the use of the MES via the glomex platform, it may register its website on www.glomex.com. After registration on the glomex platform, the Publisher will receive the request to verify its email address. By sending the email verification, the Publisher makes an unconditional offer to glomex to enter into this Agreement. After the email verification, the Publisher may receive confirmation from glomex that the Publisher's registration has been received and will be reviewed by glomex.

- 2.2. For both alternatives, this Agreement will only be concluded upon express acceptance by glomex of the Publisher's application (offer) in written form (email shall be sufficient). For the avoidance of doubt for both alternative ways, glomex shall not be obligated to enter into an agreement with the Publisher.
- 2.3. If a certified glomex-partner ("**Partner**") has acted as an agent and has acquired the Publisher as glomex' contracting party ("**Partner-Involvement**"), the Publisher shall disclose such Partner-Involvement to glomex prior to the conclusion of this Agreement ("**Disclosure**"). The Disclosure can only be conducted in that certain way that has been set forth by glomex and Partner (e.g. use of Partner-ID/link at Publisher's registration, etc.). Partner will provide Publisher with information about the specific, applicable way of Disclosure prior to the conclusion of this Agreement and Publisher shall comply to such instructions.
- 2.4. glomex reserves the right to amend these Terms and Conditions at any time, for example, in order to extend the range of its services or to react to changes of laws. The Publisher will be informed of any amendment to these Terms and Conditions in writing. If the Publisher does not object to an amendment in text form (§ 126b BGB) within a period of four (4) weeks after receiving the information, the respective amendments shall be deemed accepted. glomex will inform the Publisher of the consequences in the event that the Publisher does not accept or object to the

amended Terms and Conditions within the period stipulated in the notification of the respective amendments. In the event that the Publisher objects to the amendments, (i) the version of the Terms and Conditions in effect up to that time will remain in force and effect, and (ii) glomex shall have the right to terminate this Agreement in accordance with Section 14.2.

3. Scope of this Agreement

- 3.1. glomex operates a business-to-business platform currently named www.glomex.com ("**B2B Platform**"). The video content available on the B2B Platform is operated via the MES. glomex makes available and markets audio-visual content to third parties. On the MES, glomex may make available to the Publisher audio-visual content (which may also include audio-visual content which has been aired on TV, hereinafter "**Broadcasts**") licensed from third party content owners ("**Content Owner**", such programs hereinafter "**Third Party Programs**") or its own audio-visual content ("**glomex Programs**", together with the Third Party Programs hereinafter "**Programs**"). The provision of Broadcasts is subject to an individual agreement between Publisher and glomex. Publisher may (i) select the Programs at its choice from general playlists or playlists edited and regularly updated by the Content Owner ("**Curated Playlists**") or according to search criteria or (ii) select the Programs which are selected by an AI algorithm based on the context of the respective article (different types of metadata is collected and analysed by the AI) and that are played back in the contextual player ("**Contextual Player**") and (iii) embed the selected Programs in its digital offers or on social media platforms (together the "**Digital Offers**") for the purpose of making the Programs available to the public through using an video player ("**Embed Player**") or another interface provided by glomex. The selected Programs may be made available, by way of embedding only, on all devices that are suitable for the reception of multimedia content to the extent that the availability is not expressly limited according to information delivered in the meta data by the Content Owner. The Programs will include advertising served by glomex or a party on its behalf

before, after and/or during the time the respective Programs are viewed by the end user ("**Ads**"). Publisher's right to embed Programs is conditional upon glomex being able to sell, place and serve Ads. For this purpose, glomex cooperates with advertising partners who may also use online behavioural advertising technologies.

- 3.2. Publisher's right to embed selected Programs according to Section 5 shall be limited to those of Publisher's Digital Offers which have been expressly approved by glomex in text form (§ 126b BGB). glomex may refuse to approve Digital Offers without providing reasons or may, at any time, revoke its approval. In the latter case, Publisher is obliged to immediately remove the embedded Programs from such Digital Offers.
- 3.3. The Ad inventory enabled by glomex where Programs are streamed or displayed may be sold either by glomex or by third parties commissioned by glomex ("**Sales Houses**").
- 3.4. In such case, the Publisher shall be entitled to receive a revenue share of the Total Net Revenues generated by glomex through Ads on the Publisher's Digital Offers pursuant to Section 8.
- 3.5. Publisher may only embed Programs by the Embed Player or the glomex "Content Plugin". The Embed Player may contain ad-block prevention technology, i.e. technology that prevents ad-block tools from working ("**Ad-Block Prevention**"). Publisher shall not use any systems disturbing or blocking such Ad-Block Prevention technology.

4. Use of the MES

- 4.1. Publisher agrees to treat the access data and passwords required to access the MES confidentially and will inform glomex immediately in written form of any unauthorized access to and/or use or loss of its login credentials.
- 4.2. Publisher shall be fully responsible for all acts carried out by any third party using its access data and/or passwords, whether authorized or not.
- 4.3. Publisher will refrain from any acts or measures that could impair or jeopardize the functionality, operation or security of the MES or the content, data or information processed and stored on the MES or the glomex platform.

- 4.4. If Publisher breaches any of the above duties and/or obligations, glomex shall be entitled to suspend or terminate Publisher's account after reasonable consideration of the Publisher's legitimate interests. In such case, glomex will suspend Publisher's access authorization and notify Publisher.

5. Embedded Linking

- 5.1. Publisher may use the Embed Player in accordance with Section 6 to embed Programs delivered via the MES in its Digital Offers ("**Embedded Linking**"). The permission to embed Programs according to this Sec. 5.1 may at any time be limited for one or more specific Programs, e.g. in terms of territory or term, as further specified in the Program information ("**Terms of Use**"). By embedding Programs and/or other material provided by glomex, Publisher acknowledges and agrees to these Terms of Use.
- 5.2. Except for the permission to embed Programs in the Digital Offers according to Section 5.1, the Publisher shall have no further rights to use or exploit Programs or any parts of it (including preview pictures), including but not limited to (i) using or making it accessible on websites, apps or Digital Offers of any kind other than those approved by glomex, (ii) downloading, reproducing or distributing it as well as storing and archiving it in any other way, (iii) assigning and/or sublicensing it to a third party, (iv) using it in any way for ads or (v) editing the Programs.
- 5.3. To use Programs which are expressly indicated by glomex or any Content Owner for a use behind a subscription wall/paywall (the "**Subscription Programs**"), glomex grants Publisher the non-exclusive, non-transferable, non sub-licensable, for glomex freely revocable right, for the term of this Agreement (as defined in Section 14) and limited solely for the legitimate use in Digital Offers in and to the Subscription Programs regarding the "SVOD Right", i. e. the right to make the Subscription Programs available to users in whole or in part, in such a way that members of the public may access them from a place and at a time individually chosen by them via digital or other data transfer technology including all bandwidths and resolution standards (e.g. low-, standard-, high-definition etc.), irrespective of

the method of compression and/or data rate, encrypted or unencrypted, in return for payment of a regular subscription fee or equivalent valuable consideration, to select and view via streaming and/or progressive download, once or repeatedly, one or more Programs which are made available together with other productions and/or Programs as part of one or several subscription packages, with or without (intermediate) data storage, in a way that those users may select the Subscription Programs via wire, satellite, cable (e.g. data lines, telephone lines, coaxial, fibre optic networks and/or dual or multiple wire systems such as DSL, VDSL etc.) and terrestrial transmitters or other transfer methods (including all frequency ranges and all transmission standards, e.g. UHF, VHF, GPRS, UMTS, LTE, 3G, 4G, 5G HSDPA, WIMAX, WLAN etc.) via telecommunication-, TCP/IP-based and/or other systems, using e.g. a television set, computer or other mobile or non-mobile (receiving reception) equipment.

- 5.4. The permission to embed Programs in Publisher's Digital Offers according to Section 5.1 is limited to the term stated in the Terms of Use. If no term is specified, the Publisher may embed Programs until glomex or the Content Owner removes these Programs from the MES or until the termination or expiration of this Agreement. glomex and the respective Content Owner may, at any time and at their sole discretion, amend, supplement, restrict or remove Programs made available via the MES, each of which shall result in Publisher no longer being permitted to embed the original Programs.
- 5.5. Publisher shall have no right to demand (i) that certain Programs are or will be made available via the MES, or (ii) that Programs that are made available via the MES remains available. After expiration of the permission to embed specific Programs, Publisher shall cease the embedding and take all metadata, including text and images, offline without undue delay.

6. Embed Player

- 6.1. glomex grants the Publisher a non-exclusive, royalty-free, non-sublicensable and non-transferable license for the term of this Agreement to use the Embed Player for the

sole purposes of embedding Programs in the Publisher's Digital Offers.

- 6.2. Publisher shall not be permitted to use the Embed Player for any other purpose. In particular, the Publisher shall not make the Embed Player available to third parties, grant third parties any rights in the Embed Player or use the Embed Player to aggregate content into a video or music service. The foregoing is without prejudice to the Publisher's right to enable end users to view Programs via the Embed Player on the Publisher's Digital Offers as provided in this Agreement.
- 6.3. Publisher acknowledges that the Embed Player uses cookies and stores IP addresses of end users viewing Programs for the purposes of detecting fraud, geo-blocking and effecting fee settlement processes.
- 6.4. Publisher will refrain from any acts or measures that could impair or jeopardize the functionality, ongoing operation or security of the Embed Player. After expiry of the term, or these Terms and Conditions, or expiration of the permission to embed Programs generally, Publisher shall remove and de-install the Embed Player and any links thereto from all its Digital Offers.

7. Further Obligations of the Publisher

- 7.1. Publisher is obliged to synchronize and update the Publishers Authorized Digital Sellers document (Ads.txt) with the newest version of glomex Ads.txt (<https://glomex.com/ads.txt>) on regular basis (at least once a month), according to the newest ads.txt standard specification of the IAB (<https://iabtechlab.com/ads-txt/>) on all Publisher's Digital Offers, where Programs are embedded.
- 7.2. Publisher warrants and represents that it will embed Programs only in Digital Offers that have been approved by glomex in accordance with Section 3.2.
- 7.3. Publisher has the sole editorial responsibility for the selection of Programs, its Digital Offers for the embedding of Programs and the embedding of Programs into its Digital Offers. When selecting Programs to be embedded in its Digital Offers, the Publisher shall ensure that the selected Programs, their contents and their intended use are compliant with all applicable laws and regulations, in particular

(but not limited to) any applicable youth protection laws and regulations, advertising, sponsoring and product placement rules and other regulations applicable to Publisher's Digital Offers. Publisher expressly accepts and acknowledges that glomex shall be under no obligation to verify that the Programs comply with the applicable laws and regulations. This also applies to any information from the Content Owner about the Programs, such as age ratings, content or quality. glomex is not responsible for the correctness of any such information from Content Owner.

- 7.4. Publisher (i) shall only embed Programs and use the Embed Player in the form delivered by glomex, and (ii) shall not make any changes to the Embed Player or Programs. Configuration settings of the Embed Player shall not be considered as a change to the Embed Player as long as the Embed Player is not smaller than 588x330 pixel or as otherwise provided by glomex.
- 7.5. Publisher warrants and represents that it will not embed Programs in Digital Offers which contain content that is illegal or likely to damage glomex' or any Content Owner's reputation, including but not limited to content (i) that is pornographic or otherwise not compliant with applicable youth protection laws and regulations, (ii) that encourages racial hatred or glorifies or trivializes violence or war, (iii) that promotes terrorist groups or activities, (iv) that contains statements or representations which are offensive, libellous or otherwise insulting or defamatory or (v) that encourages the commission of a crime.
- 7.6. Publisher warrants and represents that it will comply with any embedding and usage restrictions imposed by glomex and the Content Owners, respect copyrights and proofs of origin as well as comply with other provisions for the protection of glomex' rights and the rights of the Content Owners, if any.
- 7.7. Publisher shall inform glomex without undue delay if a third party asserts any rights and claims in respect of any Programs, including but not limited to any alleged or actual breaches of intellectual property rights or violations of rights of personality. In such a case, Publisher shall cease embedding such Programs in his Digital Offers without undue delay until further notice. If Publisher notifies

glomex of any aforementioned rights and claims, glomex has the right to remove the relevant Programs and to withdraw permission to the Publisher to embed the relevant Programs.

- 7.8. Publisher shall treat MES and any other property of glomex with utmost care and shall not undertake or omit any activities that may cause harm or damages to MES, glomex, any of its assets or property, or any of its customers, licensors, Content Owners or other publishers.
- 7.9. Publisher shall not remove, change, render illegible or otherwise obscure designations, labels or marks related to copyright and industrial property rights, other intellectual property or proprietary rights of glomex or third parties.
- 7.10. Publisher shall not use (teaser) pictures or any other content material provided by glomex for any other purpose than promoting or embedding selected Programs in its Digital Offers in accordance with these Terms and Conditions. Publisher is prohibited to store (teaser) pictures or any other content material provided by glomex on servers and IT-systems owned and/or operated by Publisher.
- 7.11. Publisher acknowledges and accepts that glomex does not take any responsibility for Digital Offers on which the Publisher wishes to embed selected Programs, in particular not for the compliance of the embedding, the Embed Player or the embedded Programs with possible terms and conditions for the use of the respective Digital Offers. It is the sole responsibility of the Publisher to ensure that his use of the MES complies with Digital Offers on which he wishes to embed selected Programs.
- 7.12. Publisher acknowledges and accepts that glomex may use at any time ad verification tools to verify the quality of the Publisher's Digital Offers. In particular, glomex may examine whether the Publisher (i) creates fraud traffic to generate additional traffic or otherwise manipulates performance values on its Digital Offers, or (ii) jeopardizes glomex' or any or any Content Owner's reputation according to Section 7.5. At the Publisher's written request, glomex will inform the Publisher of the types of ad verification tools glomex uses at such time. glomex may, at any

time, replace ad verification tools or change them in accordance with technological developments as well as engage third parties to use the relevant verification tools. The information obtained by using ad verification tools will be analysed by glomex immediately after its collection and can be deleted within a reasonable time, unless glomex finds indications that the Publisher has not complied with these Terms and Conditions. Publisher shall provide best possible assistance to glomex to analyse any findings of ad verification tools. In any such case, and without prejudice to any other rights and remedies of glomex under law or by contract, glomex shall have the right to terminate this Agreement in accordance with Section 14.3, (ii) to stop any payments under suspicion of fraud to Publisher and (iii) to claim compensation of damages (i.e. reimbursement of unduly paid payments to Publisher) resulting from the Publisher's breach of duty.

- 7.13. Publisher warrants and represents that it shall comply at all times with any applicable law, including but not limited to applicable data protection laws (e.g. General Data Protection Regulation – GDPR, ePrivacy Directive as implemented in domestic laws) regarding the operation of its Digital Offers. Publisher shall enable glomex, and advertising partners named by glomex, to use cookies and other online identifiers and process usage data lawfully by collecting any necessary user consent in a documented form. Publisher agrees to defend, indemnify and hold glomex harmless, upon first demand, from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses (including but not limited to reasonable attorneys' fees and costs) brought against glomex and arising out of or associated with Publisher's violation of an obligation under this provision.

8. Payment of Revenues and Payments

- 8.1. Publisher's rights under this Agreement to use the MES and the Embed Player and to embed Programs are granted free of charge.
- 8.2. In case of a Partner-Involvement and its proper Disclosure to glomex, Publisher shall not have any payment claims of any kind (e.g. for Ad Revenues, other remuneration, etc.) against glomex arising out of or in connection with this

Agreement. Any such payment claims, if any, shall solely be part of and subject to the contractual relationship between Publisher and Partner.

8.3. If there is no Partner-Involvement and/or no proper Disclosure of it, the following shall apply:

8.3.1. Publisher is entitled to receive a revenue share ("**Revenue Share**") from the Total Net Revenues.

8.3.2. The "**Total Net Revenues**" shall be the relevant revenues recognized under generally accepted accounting standards actually received by glomex from the sale of Ads in the Programs embedded in Publisher's Digital Offers, net of

- taxes collected or payable by glomex;
- refunds, chargebacks, or declined payments (incl. bad debts);
- (bundling-) rebates and discounts, allowances, marketing and agency fees;
- commissions and fees retained by or payable to Sales Houses; and
- a lump sum of 7.5% of the Total Net Revenues covering (i) delivery and storage of the Programs and (ii) royalties and costs for the clearance of music performance rights paid or payable by glomex.

8.3.3. The percentage of such Revenue Share is based on the amount of Video Views generated per month by the Publisher with the respective Programs embedded in its Digital Offers in accordance with the respective "**Revenue Share List**" (see lists attached as Appendix 1).

8.3.4. A video view shall have occurred as soon as Programs embedded in a Digital Offer and the first frame of the respective Program is visible for the user ("**Video View**"). The number of Programs Video Views for calculating the Revenue Share shall be determined at the end of each calendar month.

8.3.5. The Revenue Share provision set out in Sec. 8.3.1 also applies to the Publisher's use of the Content Plugin Service.

8.3.6. Publisher shall only be entitled to its full remuneration if and to the extent that glomex has fully received remuneration from the respective advertising customer

and/or Sales House. Payment is deemed to have been received at such time as glomex is able to freely dispose of the amount paid (credit).

8.3.7. Any amounts owed to Publisher shall be due ninety (90) days after the end of each invoiceable month and all payments shall be authorized by self-billing documents. Publisher agrees that glomex will account for the Revenue Share by way of self-billing procedure. At glomex' discretion, all self-billing documents may be provided only in electronic form.

8.3.8. Publisher will provide to glomex all necessary information to be included in the self-billing documents in accordance with §§14, 14a of the German Value Added Tax Act (Umsatzsteuergesetz, "UStG") and any other applicable laws, including Publisher's name, business address, tax number or value added tax ("**VAT**") identification number, bank details and the information whether Publisher applies the exemption for small businesses, all of the above no later than ten (10) days after receipt of notification of the acceptance by glomex of Publisher's offer in accordance with section 2.1. Publisher is obliged to inform glomex on any changes regarding any information relevant for issuing self-billing documents immediately once Publisher becomes aware of such changes.

8.3.9. The Publisher is obliged to immediately check the validity of the self-billing document upon receipt and inform glomex in writing within four (4) weeks about any objections. If Publisher objects to a self-billing document, Publisher must immediately issue an invoice in accordance with applicable laws. Further, Publisher must reimburse glomex for any taxes, interest payments and other costs incurred by glomex. glomex will verify Publisher's invoice in accordance with the advertising revenues from the advertising customer and/or Sales House, and if the amount invoices by Publisher is correct, then glomex will recalculate the full amount of the Revenue Share in accordance with this

paragraph and then pay out the relevant amount.

8.3.10. It shall be agreed between the parties that the Revenue Share shall only be payable if the Revenue Share in a calendar month exceeds an amount of EUR 5,00 (net). In the event that such amount is not reached, Publisher waives its claim for a Revenue Share up to that amount and for such amount and glomex shall not be obliged to pay such Revenue Share or issue a respective self-billing document.

8.3.11. All prices quoted are net prices expressed in Euros and excluding VAT in accordance with German VAT laws at the rate in effect as of the time of provision of the contractual services. To the extent that the services rendered hereunder are subject to VAT or a similar tax in another jurisdiction than Germany, glomex shall pay such additional amounts only if and to the extent that glomex actually receives an input tax refund or credit. If glomex receives payment in a currency other than EUR, glomex will convert to EUR at the rate used by its bank at the time glomex orders the payment of the Revenue Share to the Publisher.

8.3.12. If and to the extent of the VAT or similar tax is due on the services under this Agreement, the Publisher will (i) declare and pay such VAT or similar tax on its own and (ii) if and to the extent the Publisher does not comply with its obligation under (i) or glomex will be held liable for such tax, Publisher will indemnify and hold glomex harmless from and against any VAT or similar tax (including for the avoidance of doubt any fines, penalties, interests or other additions thereto). "VAT" means the tax within the meaning of Council Directive 2006/112/EC (as amended from time to time) and any similar tax imposed either locally or nationally on the sale of goods and/or the provision of services irrespective of its description.

8.3.13. Publisher acknowledges that the remittance of any compensation resulting from this Agreement is subject to taxation in compliance with the statutory regulations of the Federal Republic of Germany. glomex may therefore be obliged to

withhold taxes as provided by law from any compensation payable to Publisher (including, in particular, the Revenue Share) and, for the avoidance of doubt, entitled to deduct the amount of such taxes from the payments to the Publisher, 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. Publisher and glomex will cooperate and make reasonable efforts to avoid or reduce such withholding taxes or achieve a refund of any such taxes withheld.

9. Warranties

9.1. glomex makes no warranties as to the Programs and Ads. In particular, glomex does not warrant that the Programs and Ads

- are compliant with any applicable laws and regulations and that the intended use of the Programs is permitted by law, in particular under any applicable youth protection laws and regulations;
- do not infringe any third party rights;
- or are of a certain quality.

9.2. glomex does not warrant that access to the MES or the Programs provided will not be interrupted and/or of a certain quality. glomex does not warrant that the MES will be provided without interruption or errors and/or that Programs provided will be available for a certain period of time.

9.3. glomex shall not be responsible and does not warrant that any information about Third Party Programs provided by the Content Owner via the MES is correct. This applies in particular, but not limited to information (i) concerning age ratings (e.g. according to the classification used by Freiwillige Selbstkontrolle der Filmwirtschaft GmbH (FSK) or the German Youth Protection Act (Jugendschutzgesetz, "JuSchG"), and/or similar statutes or institutions in other jurisdictions), (ii) concerning its content or (iii) concerning its length. Discrepancies between the information provided by the Content Owner and a Program's actual classification and/or content or quality shall not give rise to any claims by the Publisher against glomex.

9.4. Publisher understands that the effectiveness of the technical means of combating ad

blockers depends on various external circumstances, e.g. on the ad blocker technologies available on the market from time to time. The Publisher accepts and acknowledges that glomex does not warrant the effectiveness or any functionality of the Ad-Block Prevention.

10. Liability of glomex

- 10.1. glomex shall be fully liable under or in connection with this Agreement in case of intent and gross negligence.
- 10.2. In case of slight or ordinary negligence, glomex shall only be liable in case of a violation of material contractual obligations. Material contractual obligations are obligations that enable the proper fulfilment of the contract and those upon the fulfilment of which the Partner can rely. The liability to pay damages in case of infringement of material contractual obligations caused by slight or ordinary negligence shall be limited as follows: (i) glomex' liability shall be limited to foreseeable damages in each case. (ii) glomex shall not be liable for lost profits or indirect or consequential damage, (iii) glomex' total liability shall be limited to the Revenue Share paid or payable under this Agreement to the Publisher during the 12 months preceding the event which gave rise to the claim. During the first 12 months of the term of this Agreement, glomex' total liability hereunder shall be limited to EUR 1,500.
- 10.3. glomex shall not be liable for (i) any loss of data, (ii) interrupted transmission of data, and/or (iii) related problems due to technical difficulties beyond its control (e.g. disruptions of the transmission lines of telecommunication providers or of the internet).
- 10.4. 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 glomex. Any potential liability of glomex according to the German Product Liability Act and pursuant to Sec. 70 Telecommunications Act (TKG) shall not be affected.
- 10.5. The above limitations or exclusions of liability also apply to any liability of employees, workers, staff members, representatives, and vicarious agents of glomex, in particular for the benefit of shareholders, staff members,

representatives, organs in terms of their personal liability.

- 10.6. The above regulations do not constitute a modification of the burden of proof to the detriment of the Publisher.

11. Confidentiality

- 11.1. The parties shall keep all confidential information secret and confidential during the Term of this Agreement and thereafter.
- 11.2. Confidential information ("**Confidential Information**") shall mean all terms and conditions of this Agreement and information related to the disclosing party (i) which were provided prior to this Agreement, (ii) 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 (i) employees of affiliated companies of glomex, (ii) companies in which glomex and/or ProSiebenSat.1 Media SE and/or any of their employees has a direct or indirect interest, (iii) certified public accountants, lawyers and/or other professional advisors, (iv) prospective buyers or investors, provided that (a) such persons have the obligation to keep the Confidential Information confidential and (b) the party who discloses information under this paragraph remains responsible for the acts and omissions of any such person as though they were the acts and omissions of the disclosing party itself.
- 11.3. Confidential Information can be disclosed without limitation (i) 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, (ii) in order to exercise or to enforce any of its rights pursuant to this Agreement and/or (iii) if it is information relevant to glomex' accounting obligations to its licensors / Content Owners.
- 11.4. Any press release in relation to this Agreement shall be subject to the prior written approval of glomex (email shall suffice).
- 11.5. Any confidentiality agreement separately concluded between the parties shall continue to apply.

- 11.6. The confidentiality obligation contained in this Section 11 shall survive the termination of this Agreement.

12. Data Protection

- 12.1. These Terms and Conditions are subject to the data protection provisions of the Joint Controller Addendum (see Appendix 2), which shall replace all previous agreements with regard to data protection responsibility of the parties.

13. Compliance

- 13.1. Neither the Publisher nor its employees and/or agents may commit any acts that could result in them being liable to prosecution for fraud or breach of a fiduciary duty, criminal insolvency, unfair competition offences, bribery, corruption or similar offences.
- 13.2. In the event of any breach of this provision, glomex may sever all business contacts with the Publisher, and immediately terminate or rescind all agreements that are in place. This will not release the Publisher from its duty to comply with all laws and regulations pertaining to its relationship with glomex.

14. Term and Termination

- 14.1. The term of this Agreement shall begin upon express acceptance by glomex of the Publisher's application (offer). Unless agreed otherwise in a specific case, this Agreement shall have an indefinite term, unless terminated in accordance with this Agreement.
- 14.2. Either Party may terminate this Agreement for convenience at any time upon four (4) weeks prior written notice to the end of the month.
- 14.3. Either Party's right to terminate this Agreement for good cause shall remain unaffected. Good cause for termination on the part of glomex shall exist, in particular, but not limited to, where it is unreasonable for glomex to be bound by this Agreement due to a breach of the Publisher's duties under this Agreement, in particular a breach by the Publisher of Section 4 or 7.
- 14.4. In the event of a termination of this Agreement for any reason, the following shall apply:
- 14.5. Any outstanding Revenue Share shall be finally settled in accordance with Section 8.3.6. Upon termination of this Agreement, the Publisher will no longer be able to access its

account or any of its data; however, the Publisher shall be entitled for a period of up to 10 years following the termination of this Agreement to access, upon request, all data relevant for accounting purposes. glomex will store data relevant for accounting purposes in accordance with applicable laws and regulations.

15. Reference and Client Communication

- 15.1. glomex may use the Publisher's company name and logo as a reference (in particular for marketing purposes on websites and in product presentations).
- 15.2. glomex may use the Publisher's email address for regular client communication (in particular for product information and editorial news). The Publisher may unsubscribe from this communication at any time, either by clicking on the link provided in every client communication email or by sending an email request to unsubscribe to info@glomex.com. glomex provides further information in its data privacy statement, available at <https://www.glomex.com/en/privacy-policy/>.

16. Choice of Law and Jurisdiction

- 16.1. This Agreement shall be 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.
- 16.2. The exclusive place of jurisdiction for all legal disputes arising from or in connection with this Agreement shall be Munich. Notwithstanding the foregoing, glomex reserves the right to take legal action at other legally competent courts.
- 16.3. In case of any discrepancies between a German (if existing) and the present English version of these Terms and Conditions, the German version shall prevail.
- 16.4. Any legal terms in this Agreement shall be interpreted only as reference to its closest equivalent under German law and shall not be deemed reference to and/or inclusion of any jurisdiction, in whole or in part, other than German law.

17. Miscellaneous

- 17.1. Any communication by the Parties under or in connection with this Agreement shall be in English or German.
- 17.2. The place of performance shall be Munich in Germany.
- 17.3. Publisher shall inform glomex of any changes in Publisher's corporate form, business address or similar details without undue delay.
- 17.4. glomex may assign rights and duties arising out of this Agreement as well as this Agreement in its entirety to any company of the ProSiebenSat.1 Group, or joint venture undertaking in which a company of the ProSiebenSat.1 Group holds at least a 50% interest. The assignment of rights and obligations, or this Agreement in its entirety, by the Publisher requires the written consent of glomex.
- 17.5. If individual provisions of this Agreement are ineffective, the effectiveness of the remaining provisions of this Agreement shall remain unaffected. Instead of the ineffective provision, the Parties shall agree on a replacement which resembles the purpose intended by the ineffective provision most closely. The same shall apply to contractual gaps.
- 17.6. Except as provided in Section 2.4 above, this Agreement may not be modified or waived, in whole or in part, except in writing. The same shall apply for a waiver of the requirement of the written form.

1. The percentage of Publisher's Revenue Share, as set out in Section 8.3.2 of the Terms and Conditions, shall vary depending on the monthly amount of Video Views generated by the Publisher with the respective Programs embedded in its Digital Offers.
2. The exact amount of Revenue Share for Publisher shall be determined by the Publisher's place of business as provided by Publisher upon its registration and approved by glomex in accordance with Section 2, and the respective Country Revenue Share List.
3. For countries not explicitly listed in Sec. 4 of this Appendix 1, the Revenue Share List for "Other Countries" (see Section 4.3) shall apply.
4. Country Revenue Share Lists, applicable according to the respective Publisher's place of business:

- **France, Germany, Great Britain**

Revenue Share according to Sec. 8.3.1:

Video Views per month	Share
0 – 500,000	20%
500,001 – 2,000,000	25 %
2,000,001 and more	30 %

- **Italy, Spain**

Revenue Share according to Sec. 8.3.1:

Video Views per month	Share
0 – 300,000	20%
300,001 – 1,200,000	25 %
1,200,001 and more	30 %

- **Other Countries (e.g. Austria, Switzerland, Netherlands, Ireland)**

Revenue Share according to Sec. 8.3.1:

Video Views per month	Share
0 – 150,000	20%
150,001 – 600,000	25 %
600,001 and more	30 %

Joint Controller Addendum (glomex - Publisher)

This Joint Controller Addendum (hereinafter “Addendum”) forms part of the Terms and Conditions of glomex’ MES for Publishers “Terms and Conditions” entered between glomex and Publisher.

§ 1 Background

- 1.1. Publisher operates the Digital Offers on which Programs are played.
- 1.2. With its Programs, glomex contributes to the display of personalized as well as non-personalized Ads (hereinafter “Ads”) in the Digital Offers.
- 1.3. The Parties agree that they are joint controllers in the meaning of Art. 26 GDPR for the end users’ data processing to the extent of § 2.
- 1.4. This Addendum sets out the functions and obligations of the Parties for the GDPR compliant joint controllership to the extent of § 2 in a transparent matter.

The Parties agree on the following conditions:

§ 2 Scope of Joint Controllership; Legal Basis

- 2.1. The Parties are jointly responsible to the extent that the Publisher enables glomex to process personal data on the Digital Offers in the context of the use of the MES (hereinafter “**Joint Data Processing**”). They determine the purposes and means for the Joint Data Processing as joint data controllers (hereinafter “**Joint Controller**”). The Joint Data Processing includes
 - (i) the access and storage of personal data on the end device, where this is not done for glomex’ own purposes with users’ consent, and
 - (ii) the collection, disclosure and transmission of the personal data to the Sales Houses
 through the Programs on the Digital Offers for the purpose of displaying the Ads. End user’s data processed are especially: IP address (anonymized afterwards), approximated location data (derived from the IP address), technical information from the automatically transmitted HTTP header (which includes the used end device, browser and operation system (via user agent) and which includes cookies stored on the device of the user), request information (including date and time of video playback, current and previously accessed (referrer) page), user interactions

with the MES, the Ads and Programs played therein.

- 2.2. The Joint Data Processing does not cover the processing by glomex, Sales Houses and the Publisher under their own responsibility (hereinafter “**Independent Data Processing**”). They determine independently the purposes and means of their data processing as independent data controllers (hereinafter “**Independent Controller**”). The Independent Data Processing includes all data processing beyond Joint Data Processing under § 2.1, including but not limited to
 - (i) the access and storage of personal data on the end device, where this is done for glomex’ own purposes with user’s consent, including the storage and retrieval of a user ID, and
 - (ii) the playing of the Programs for glomex’ own purposes, including personalized Programs with user’s consent, and
 - (iii) the use of the collected personal data for Independent Controller’s own purposes, including storage outside the end device, adaption, alignment, combination and transmission to third parties, as example the frequency capping, usage analysis, target group analysis and optimization for glomex’ own purposes with user’s consent as well as the usage analysis, usage profiles and personalized advertising for Sales Houses’ own purposes with user’s consent.
- 2.3. Other Independent or Joint Controllers may join glomex and/or Publisher. The details can be found in the respective records of processing activities (Art. 30 GDPR) of the controllers.
- 2.4. The involvement of one or more processors (Art. 28 GDPR) by glomex, Publisher or one or more third parties is not restricted by this Addendum.
- 2.5. The legal basis for the Joint Data Processing as well as the processing purposes for the Programs are documented in the IAB Global Vendor List (“GVL”).

§ 3 External relations – Data protection responsibility

- 3.1. As to the Joint Data Processing, the data subject may exercise his or her rights under the

GDPR in respect of and against each Party (Art. 26 (3) GDPR).

- 3.2. For the avoidance of doubt, each Party is liable to third parties for the entire damage caused by a Joint Data Processing which infringes the GDPR. A Party is exempt from liability if it proves that it is not in any way responsible for the event giving rise to the damage (Art. 82 GDPR).

§ 4 Internal relationship – Contractual responsibility

- 4.1. In the internal relationship of the Parties, Publisher is solely responsible for the Joint Data Processing in compliance with the GDPR. Irrespective of this, glomex is solely responsible for its data processing actions in the context of Independent Data Processing.
- 4.2. The Parties shall implement appropriate technical and organisational measures to ensure the security of the Joint Data Processing in accordance with Art. 32 GDPR.
- 4.3. Publisher shall fulfil the notification and communication obligations under Art. 33, 34 GDPR for the Joint Data Processing.
- 4.4. Publisher shall carry out a Data Protection Impact Assessment (“**DPIA**”) for the Joint Data Processing if necessary under Art. 35 GDPR.
- 4.5. The Publisher shall strive to ensure that the technologies it uses process the personal data within the scope of Joint Data Processing either exclusively in a Member State of the European Union (“**EU**”) or in another state party to the Agreement on the European Economic Area (“**EEA**”). Any processing of personal data within the scope of Joint Data Processing in countries without an adequate level of data protection (the “**Third Country**”) presupposes mandatory compliance with the legal requirements for data transfer to Third Countries under applicable law.
- 4.6. If personal data is transferred by the Publisher to Third Country, the Publisher shall be able to demonstrate the appropriate safeguards pursuant to Art. 46 GDPR and provide glomex with the copies of the documentation proving the appropriate safeguards, including but not limited to the copies of the Standard Contractual Clauses (“**SCC**”) and Transfer Impact Assessments (“**TIA**”) as well as documents about the technical and organizational measures (“**TOM**”).
- 4.7. In case the Publisher is located in country outside of the EU/EEA, Joint Data Processing will be governed by the **Standard Contractual Clauses**, Commission Implementing Decision

(EU) 2021/914, which are deemed to be incorporated into and form the part of this Addendum as defined under § 12, unless the transfer is covered by the adequacy decision of the European Commission on the basis of Art. 45 GDPR. The Publisher shall notify glomex without undue delay if the Publisher has reason to fear that it will no longer be able to comply with the level of data protection provided by the GDPR, especially if it cannot warrant that it have no reason to believe that the laws and practices in the Third Country of destination applicable to the Joint Data Processing prevent the Publisher from fulfilling its obligations under the SCC. Publisher provides glomex with the copy of documents about the technical and organizational measures, which form part of this Addendum as defined under § 12, at the latest before signing the contract.

§ 5 Publisher responsibilities

- 5.1. Publisher shall provide on all Digital Offers a Consent Management Platform (the “**CMP**”) recognized by the IAB Europe in accordance with the currently applicable Transparency & Consent Framework (the “**TCF**”) with a valid CMP ID. glomex participates in the TCF and is listed as a TCF Vendor on the GVL with the valid Vendor ID 967.
- 5.2. Publisher must observe the specifications of the TCF policies when operating the CMP. This includes in particular that the Transparent Consent String (the “**TC-String**”) is processed and provided as specified in the TCF policies. The Publisher signals the TCF Vendors the user's consents and/or objections by means of the TC-String.
- 5.3. Publisher does not register itself with IAB Europe for the purpose of using the TCF. The Parties therefore declare that the regulations of the TCF policies shall be binding to the Publisher in the context of the Joint Data Processing of the respective personal data between the Parties. The Parties agree that violations of the respective current TCF policies constitute a breach of this Addendum.
- 5.4. In its CMP, Publisher shall request the following from each user on behalf of glomex and other partners connected through the Embed Player in their capacity as TCF Vendors:
 - (i) consents for all processing purposes claimed by the TCF Vendor in the CMP under “purposes” or “specialFeatures”; and

- (ii) objections for all processing purposes claimed by the TCF Vendor in the GVL under “legIntPurposes” (except the “specialPurposes”, which do not offer objection),

each as set forth in the TCF. Publisher shall signal to glomex and any additional partners incorporated in the Embed Player the consents and/or objections as set forth in the TC-String for each user. Besides, special purposes (especially ensure security, prevent fraud, debug, technically deliver Ads or Programs) are based solely on the legitimate interests, while special features are based solely on the consent.
- 5.5. Personalized Ads are based on consent, while non-personalized Ads are based on the legitimate interests and will be displayed without consent.
- 5.6. Publisher shall fulfil the information and notification obligations as well as data subject rights pursuant to Art. 13, 14 GDPR with regard to the Joint Data Processing and shall take the measures necessary for this purpose.
- 5.7. In particular, the Publisher will provide information on its Digital Offers with regard to the privacy notice for the glomex player (<https://www.glomex.com/en/privacy-policy/privacy-notice-for-the-glomex-player/>) as well as the privacy notices of all advertising partners integrated via the Embed Player. In order to ensure that this information is always up to date, the Publisher shall always refer to the GVL which contains the up-to-date versions of data protection notices of the TCF Vendors.

§ 6 Cooperation and responsibility for requests from data subjects and authorities; Central point of contact

- 6.1. On the Digital Offers (e.g. in the data protection policy), Publisher names itself as the central contact point for data subjects regarding the Joint Data Processing.
- 6.2. Requests from data subjects under Art. 7 (3) GDPR and Art. 15-22 GDPR (the “**Data Subject Requests**”) regarding the Joint Data Processing shall be answered without undue delay by the Party receiving the request after consultation with the other Party. The same applies to requests from supervisory authorities in the exercise of their powers under Art. 58 GDPR (the “**Authority Request**”), including their action following complaints under Art. 77 GDPR.

- 6.3. Data Subject Requests regarding Independent Data Processing shall be answered by the responsible Independent Controller who defined the purposes and means of the data processing in question. If Data Subject Requests regarding Independent Data Processing are received by the non-responsible Independent Controller, the latter shall forward the Data Subject Request to the responsible Independent Controller without undue delay. The same applies to Authority Requests.
- 6.4. Parties may mutually agree on a standardised response of recurrent Data Subject Requests by Publisher.

§ 7 Cooperation on other non-contentious matters

- 7.1. Each Party shall maintain a record of processing activities for the Joint Data Processing, which may also be part of a different record of data processing. Each Party shall provide its record, or the part of a record, relating to the Joint Data Processing to the other Party upon request and free of charge.
- 7.2. Each Party shall provide the other party without undue delay with any information about any aspects that the requesting Party needs to know to fulfil its legal obligations under data privacy law.
- 7.3. Each Party shall provide reasonable assistance to the other Party to comply with the GDPR.

§ 8 Cooperation in contentious matters; Liability

- 8.1. If a Party is being approached by data subjects, supervisory authorities, competitors or other entitled stakeholders with regard to a purportedly illegal Joint Data Processing, both in court or out of court (the “Claim”), it shall inform the other Party without undue delay.
- 8.2. If and insofar as Publisher is subject to a Claim, and if and insofar as such Claim is not based on a violation of Publisher's Obligations, glomex shall fully indemnify Publisher against any claim whatsoever, in particular claims for damages (Art. 82 GDPR) and fines (Art. 83 GDPR) as well as the reasonable costs, including attorney fees, of defence of the actions. Any Claims of Publisher for additional damages remain unaffected.
- 8.3. Publisher shall coordinate the further legal defence with glomex, in particular Publisher shall neither take any legal action without glomex' consent nor acknowledge claims,

make payments, enter into settlements, waive legal remedies or appeal, seek redress nor mandate legal representatives.

§ 9 Cooperation with third parties

- 9.1. glomex shall coordinate the cooperation with third parties and the third parties' involvement with regard to the cooperation of the Parties as set forth in §§ 6 through 8.

§ 10 Costs

- 10.1. Each Party shall bear the costs incurred in performing its duties under this Addendum.

§ 11 Duration; Miscellaneous

- 11.1. The contractual term of this Addendum corresponds to the term of the Terms and Conditions.
- 11.2. Should the data protection responsibility of the Parties under § 2 by regulatory or judicial determination change, the Parties shall adapt this § 2 and – if and to the extent necessary – other provisions of this Addendum. Until an amendment becomes effective, this Addendum shall continue to apply unchanged within the scope of what is permissible under data protection law.
- 11.3. In case of contradictions between the provisions contained in this Addendum and provisions contained in the Terms and Conditions, the provisions of this Addendum shall prevail.
- 11.4. This Addendum is governed by the law of the Federal Republic of Germany (Bundesrepublik Deutschland). The Regional Court of Munich I (Landgericht München I) shall have exclusive jurisdiction over any disputes arising out of or in connection with this Addendum. Competent supervisory authority is the Bavarian State Office for Data Protection Supervision (Bayerisches Landesamt für Datenschutzaufsicht).

§ 12 Standard Contractual Clauses

- 12.1. Module One (Controller-Controller) of the Standard Contractual Clauses, Commission Implementing Decision (EU) 2021/914, available under: https://eur-lex.europa.eu/eli/dec_impl/2021/914/ (Document 32021D0914; C/2021/3972; L 199/31; OJ L 199, 7.6.2021, p. 31–61) apply as following:
- 12.2. Clauses:
- (i) Optional Clause 7 (docking clause) will apply;

- (ii) Clause 9 (use of sub-processors) is not applicable;
- (iii) Option in Clause 11 (independent dispute resolution body) will not apply;
- (iv) Option 1 of Clause 17 (governing law) will apply with the law defined in § 11.4;
- (v) Option 2 of Clause 17 is not applicable;
- (vi) Clause 18(b) (choice of forum and jurisdiction) will apply with the court defined in § 11.4;

- 12.3. Annex I, A. List of parties, shall be deemed to be completed with the information set out in the Terms and Conditions, while

- (i) glomex is Data Exporter, and
- (ii) Publisher is Data Importer;

- 12.4. Annex I, B. Description of transfer, shall be deemed to be completed with the following information:

- (i) Categories of data subjects whose personal data is transferred: as defined in § 1.3;
- (ii) Categories of personal data transferred: as defined in § 2.1;
- (iii) Sensitive data transferred: none;
- (iv) The frequency of the transfer: continuous;
- (v) Nature of the processing: as defined in § 1;
- (vi) Purposes of the data transfer and further processing: as defined in §§ 2.1, 2.2;
- (vii) The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: as defined in the GVL;
- (viii) For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: not applicable.

- 12.5. Annex I, C. Competent supervisory authority, shall be deemed to be completed with the information set out in § 11.4;

- 12.6. Annex II: shall be deemed to be completed with Publisher's documents about the technical and organizational measures, which form part of this Addendum;

- 12.7. Annex III is not applicable.