

1. Scope

- 1.1. These terms and conditions (“Terms and Conditions”) govern the contractual relationship between glomex GmbH, Munich (“glomex”) and you (“Publisher”) 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. The Agreement sets forth the terms and conditions pursuant to which the Publisher has the right to use the MES and to embed audiovisual Programs as further specified in Section 3.1.
- 1.4. The use of the MES is reserved to entrepreneurs within the meaning of Para. 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 glomex platform, and (ii) to be an entrepreneur or to act in the name of and on behalf of an entrepreneur and that such entity has duly authorized it to conclude this Agreement.

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

- 2.1. The 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. The 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 the 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, the Agreement will only be concluded upon express acceptance by glomex of the Publisher’s application (offer). glomex is not 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 (Para. 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 the Agreement in accordance with Section 14.2.

3. Purpose of the Agreement

3.1. glomex operates the MES for the purpose of providing and marketing audiovisual content to third parties. On the MES, glomex may make available to the Publisher audiovisual content licensed from third party content owners ("Content Owner", such programs hereinafter "Third Party Programs") or its own audiovisual content ("glomex Programs", together with the Third Party Programs hereinafter "Programs"). 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, and (ii) embed the selected Programs in its digital offerings or on social media platforms for the purpose of making the Programs available to the public through an embed-player or another interface of 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 ("Ads") before, after and/or during the time the respective Program is viewed by the end user. 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 (OBA) technologies.

3.2. Publisher's right to embed selected Programs according to Section 5 shall be limited to those of Publisher's digital offerings and/ or social media platforms which have been expressly approved by glomex ("Digital Offerings") in text form (Para. 126b BGB). glomex may refuse to approve Digital Offerings and/ or social media platforms without providing reasons or may, at any time, revoke its approval. In the latter case, Publisher is obliged to immediately remove the embedded

Program(s) from such digital offering and/ or social media platform(s).

- 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 House"). In such case, the Publisher shall be entitled to receive a revenue share of the Net Revenues generated by Ads on the Publisher's Digital Offerings or expressly approved social media platforms pursuant to Section 8.
- 3.4. Publisher may only embed a Program by using the video player provided by glomex ("Embed Player") or the glomex "Content Plugin". The Embed Player may contain ad-block prevention technology, i.e. technology that prevents ad-block solutions from working ("Ad-Block Prevention"). Publisher shall not use any systems disturbing or blocking such ad-block prevention technology.

4. Access Authorization and Passwords

- 4.1. Publisher agrees to treat the access data and passwords required to access the glomex platform and the MES confidentially and will inform glomex without undue delay in writing about 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 delete 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

Offerings or on expressly approved social media platforms (“Embedded Linking”). The permission to embed a Program according to this Sec. 5.1 may at any time be restricted with respect to one or several specific Programs, e.g. in terms of territory or term, as further specified in each Program’s profile view (“Terms of Use”). By embedding in its Digital Offering and/ or expressly approved social media platforms or a Program 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 Offerings or expressly approved social media platforms according to Section 5.1, the Publisher shall have no right to use or exploit a Program or any parts of it, including but not limited to (i) using or making it accessible on websites, apps, social media platforms or other digital offerings of any kind other than those approved by glomex, (ii) 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) offering the Program as a video-on-demand or as a download, (v) using it in any way for advertising or (vi) editing the Program.
- 5.3. The permission to embed Programs in Publisher’s Digital Offerings or expressly approved social media platforms according to Section 5.1 is restricted 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 a Program made available via the MES, each of which shall result in Publisher no longer being permitted to embed the original Program.
- 5.4. Publisher shall have no right to demand (i) that a certain Program is or will be made available via the MES, or (ii) that a Program that is 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 the Agreement to use the Embed Player for the sole purposes of embedding Programs in the Publisher’s Digital Offerings or expressly approved social media platforms.
- 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 Offerings or expressly approved social media platforms 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, geoblocking 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 offerings.

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 Offerings, where Programs are embedded.

- 7.2. Publisher warrants and represents that it will embed Programs only in Digital Offerings or expressly approved social media platforms 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 Offering(s) and/ or social media platforms he chooses for the embedding of Programs and the embedding of Programs into its Digital Offering(s) or expressly approved social media platforms. When selecting Programs to be embedded in its Digital Offering(s) or expressly approved social media platforms, 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 Offering(s), social media platforms and (online) media. 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 Offerings and/ or social media platforms which contain content that is illegal or likely to damage glomex' 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, libelous 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 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 copyrights or violations of rights of personality. In such a case, Publisher will cease embedding such Program(s) in his Digital Offerings and/ or expressly approved social media platforms without undue delay until further notice. If Publisher notifies glomex of any aforementioned rights and claims, glomex has the right to remove the relevant Program and to withdraw permission to the Publisher to embed the relevant Program.
- 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 offerings or on expressly approved social media platforms in accordance with these Terms and Conditions.
- 7.11. Publisher acknowledges and accepts that glomex does not take only responsibility for social media platforms 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 social media platform. It is the sole responsibility of the Publisher to ensure that his use of the MES complies with social media platforms on which he wishes to embed selected Programs.

- 7.12. Publisher acknowledges and accepts that glomex may use ad verification tools to verify the quality of the Publisher's Digital Offerings or expressly approved social media platforms. In particular, glomex may examine whether the Publisher (i) creates fraud traffic to generate additional traffic or otherwise manipulates performance values on its Digital Offerings or expressly approved social media platforms, or (ii) jeopardizes glomex' reputation according to Section 7.4. 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 analyzed 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. 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 the Agreement in accordance with Section 14.3 and to claim compensation of damages 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 Offering(s). 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. Ad 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. The Parties agree that the Publisher shall be entitled to receive a revenue share ("Revenue Share") of total Net Revenues received by glomex from the sale of Ads played out before, after and/or during the Programs on the Publisher's Digital Offerings or expressly approved social media platforms. The percentage of Publisher's Revenue Share shall increase in accordance with the respective "Revenue Share List" (see Lists attached as Appendix 1), depending on the number of video views generated per month by the Publisher with the respective Program embedded in its Digital Offerings or expressly approved social media platforms.
- 8.3.2. A video view shall have occurred as soon as a Program embedded in a Digital Offering or on expressly approved social media platforms has started. The number of Program video views for calculating the Revenue Share shall be

- determined at the end of each calendar month.
- 8.3.3. For the purpose of this Section 8.3.1 and Appendix 1, "Net Revenues" shall mean the advertising revenues actually received and retained by glomex from Ads after the deduction of taxes, rebates, (bundling-) discounts, allowances, marketing fees and commissions (including any fees paid or payable for Sales Houses), bad debt, agency fees, as well as technical costs for delivery and storage of the Programs and fees paid or payable for the exploitation of music incorporated in the Programs.
 - 8.3.4. The Revenue Share provision set out in Sec. 8.3.1 also applies to the Publisher's use of the Content Plugin Service.
 - 8.3.5. Publisher shall only be entitled to the Revenue Share if glomex has fully received remuneration from the respective advertising customer and/or Sales House. Payment is deemed to have been received at such time when glomex is able to freely dispose of the amount paid (credit).
 - 8.3.6. Any amounts owed to Publisher shall be due ninety (90) days after the end of the relevant month and all payments shall be authorized by self-billing documents. Publisher agrees that glomex will account for Publisher's Revenue Share by way of self-billing procedure. At glomex' discretion, all self-billing documents may be provided in electronic form only.
 - 8.3.7. Publisher will provide to glomex all necessary information to be included in the self-billing documents in accordance with Paras 14, 14a of the German Value Added Tax Act and any other applicable laws, including Publisher's name, business address, tax number or VAT identification number and the information whether Publisher applies the exemption from VAT 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 with regard to any information relevant for issuing self-billing documents immediately once Publisher becomes aware of such changes.
 - 8.3.8. Publisher is obliged to immediately verify the validity of the self-billing document upon receipt and to inform glomex in writing within four weeks following receipt about any objections. If Publisher objects to a self-billing document, Publisher must immediately issue an invoice in accordance with applicable laws. Furthermore, Publisher shall reimburse glomex for any taxes, interest or other payments, damages and costs incurred by glomex as a result thereof.
 - 8.3.9. It shall be agreed between the parties that the Revenue Share shall only be payable if the Revenue Share exceeds an amount of EUR 500,-. In the event that such amount is not reached, glomex may withhold the payment until such month in which the amount of EUR 500,- has been reached. Revenue Shares which have not been paid at the end of each calendar year or at the end of the term of the Agreement shall be paid to the Publisher at the end of each calendar year or the term even if the amount is less than EUR 500,-. However, in the event that the remaining Revenue Share at the end of the calendar year or the term of the Agreement is less than EUR 30,- 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.
 - 8.3.10. All remuneration terms in this Agreement are net prices excluding value-added tax 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 value-added tax or a similar tax in another jurisdiction than Germany, glomex shall pay additional amounts of such tax only if and to the extent that glomex actually receives an input tax refund or credit.
 - 8.3.11. If and to the extent Value Added Tax or similar tax is due on the services under this Agreement, Publisher will (i) declare

and pay such Value Added Tax or similar tax on its own and (ii) if and to the extent 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 Value Added Tax or similar tax (including for the avoidance of doubt any fines, penalties, interests or other additions thereto). "Value Added Tax" 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.

- 8.3.12. It is the parties' understanding that the Revenue Share should not be subject to any withholding tax. In case that withholding tax is to be charged, Publisher acknowledges that glomex may be obliged to withhold the taxes as required by law (and, for the avoidance of doubt, entitled to deduct the amount of such taxes from the payments to Publisher) and to pay said taxes to the competent tax authorities. 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), 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 the 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
- any loss of data,
 - interrupted transmission of data, and/or
 - 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. 44a 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 the Agreement and thereafter.
- 11.2. "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 Data Protection Addendum, 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 the Agreement shall begin upon express acceptance by glomex of the

Publisher's application (offer). Unless agreed otherwise in a specific case, the Agreement shall have an indefinite term, unless terminated in accordance with this Agreement.

14.2. Either Party may terminate the 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 the 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 the 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 the Agreement for any reason, the following shall apply:

Any outstanding Revenue Share shall be finally settled in accordance with Section 8.6. Upon termination of the 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 the 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 <http://www.glomex.com/page/disclaimer/>.

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.

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 the 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 the Agreement in its entirety, by the Publisher requires the written consent of glomex.

17.5. If individual provisions of the Agreement are ineffective, the effectiveness of the remaining provisions of this Agreement shall remain unaffected. Instead of the ineffective provision, a replacement provision shall apply 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 2.3 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 Sec. 8.3.1 of the Terms and Conditions, shall increase depending on the monthly amount of video views generated by the Publisher with the respective Program embedded in its Digital Offerings or on expressly approved social media platforms.
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 2.1 (iii), 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” (Sec. 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 %

- **4.3 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 %

Data Protection Addendum (glomex / Publisher)

This Data Protection Addendum forms part of the Terms & Conditions of glomex' Media Exchange Service for Publishers („Terms and Conditions“) entered between glomex GmbH (“glomex“) and Publisher, each a “Party” and collectively the “Parties”.

Sect. 1 Background

- (1) With the Media Exchange Service, glomex provides a video marketplace for Content Owners, Publishers and Sales Houses. By embedding video content via the glomex player (the "Player") on the digital offerings of the Publisher (the "Digital Offerings"), advertising spaces are generated for the placement of digital advertising media. Publisher may choose from a wide range of video content playlists and embed the selected content in its Digital Offerings for the purpose of making the content available to the public. The video content will include advertising before, after and/or during the time the respective video content is viewed by the end user.
- (2) The parties agree that any of the following processes may involve the processing of personal data (Art. 4 No. 2 GDPR), namely
 - (I) collection and disclosure by transmission of personal data of the end user to glomex and its Sales Houses through the embedding of the Player on the Digital Offerings (the "Processing_A");
 - (II) playing video content including advertising in the Player on the Digital Offerings (the "Processing_B");

(together the "Processings_A/B").

Sect. 2 External relationship - data protection responsibility

- (1) The data protection responsibilities between the parties are as follows:
 - (I) The parties are jointly responsible and therefore joint controllers in the meaning of Art. 4 Nr. 7 GDPR for Processing_A;

- (II) glomex is responsible for Processing_B;
- (2) In addition to section 2.1 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 DSGVO) of the controllers.
- (3) The involvement of one or more processors (Art. 28 GDPR) by glomex, Publisher or one or more third parties is not restricted by this Data Protection Addendum.

Sect. 3 Obligations of the Parties

- (1) Publisher must enable glomex to perform Processings_A/B in a compliant manner with applicable data protection laws by referring to the glomex Player Privacy Notice on its Digital Offerings, including the provision of the link to the glomex Player. glomex-Player Privacy Notice: <https://www.glomex.com/privacy-policy/>.
- (2) If under applicable laws necessary, Publisher must ensure to have documented and transmitted consent to glomex for each end user whose personal data Publisher discloses to glomex and its Sales Houses by transmission through the Digital Offerings.

Sect. 4 Records of processing activities (Art. 30 GDPR)

- (1) Each party shall maintain a record of processing activities for those processing operations for which it is solely or jointly responsible pursuant to section 2 of this Data Protection Addendum.
- (2) The parties shall make the record of processing activities for Processings_A/B available to each other free of charge upon request. Each party may demand the prior conclusion of a non-disclosure agreement (“NDA”).

Sec. 5 Notification duties in the event of personal data breaches (Art. 33, 34 GDPR)

Any data breach notifications by Publisher pursuant to Art. 33, 34 GDPR concerning Processing_A require prior coordination with glomex.

(3)

This Data Protection Addendum is exclusively subject to the laws of the Federal Republic of Germany.

Sec. 6 Cooperation on rights of data subjects; central contact person

Each party shall process incoming inquiries of the data subjects itself.

Sec. 7 Cooperation between the parties

The parties shall assist each other in fulfilling their individual obligations as joint controllers under applicable data protection laws.

Sec. 8 Costs

Each party shall bear the costs incurred by it in fulfilling its obligations under this Data Protection Addendum.

Sec. 9 Term

The contractual term of this Data Protection Addendum corresponds to the term of the Terms and Conditions.

Sec. 10 Miscellaneous

- (1) Should the data protection responsibility of the parties under section 2 by regulatory or judicial determination change, the parties shall adapt this section 2 and – if and to the extent necessary – other provisions of this Data Protection Addendum. Until an amendment becomes effective, this Data Protection Addendum shall continue to apply unchanged within the scope of what is permissible under data protection law.
- (2) In case of contradictions between the provisions contained in this Data Protection Addendum and provisions contained in the Terms and Conditions, the provisions of this Data Protection Addendum shall prevail.