Terms and Conditions of smartclip Europe GmbH

1. APPLICATION OF TERMS AND CONDITIONS

(1) In all contractual relationships in which smartclip Europe GmbH („**smartclip**") provides services to market digital video advertising space for its publishers („**Publishers**"), these terms and conditions („**T&C**") together with the conditions of the offer (including its annexes) submitted by smartclip to Publisher with reference to these T&C and accepted by the Publisher („**Contract**" or „**Contractual Components**") shall apply exclusively. These T&C as amended from time time shall apply as a framework agreement for future contracts, without smartclip having to reference these T&C again for each future contract. In the event of inconsistencies between these T&C and the Contract, the Contract shall take precedence over these T&C.

(2) Conflicting terms and conditions as well as terms and conditions beyond the Contractual Components - in particular in the Publisher's general terms and conditions - shall not become part of the Contract, even if such terms and conditions are attached to an order of the Publisher and smartclip executes this order without objecting explicitly to such terms and conditions.

2. SCOPE OF CONTRACT, CONCLUSION OF CONTRACT, WRITTEN FORM

(1) These T&C shall also apply to the pre-contractual relations between smartclip and the Publisher. Items and software provided to the Publisher by smartclip before the effective date of the Contract, in particular but not limited to proposals or test programs, shall be the intellectual property of smartclip. Such items and software may not be reproduced or made accessible to third parties. If smartclip and the Publisher do not conclude a Contract, the Publisher has to return such items and software to msmartclip or delete or destroy them. The Publisher may not use such items and software after the failure of the conclusion of the Contract.

(2) The conclusion of the Contract, any subsequent amendments and supplements to the Contract and notices of termination must be in writing. This also applies to a waiver of the written form. With the exception of notices of termination, electronic form (Section 126a German Civil Code, BGB) or text form (Section 126b BGB) shall suffice. The parties clarify that the conclusion of the Contract and any subsequent amendments and supplements to the Contract through the exchange of signed .pdf copies and the use of such docusign or Adobe sign services comply with the form requirement. Section 127(2) BGB shall not apply in all other respects. Verbal ancillary agreements are forbidden and will not be made.

3. GENERAL COOPERATION OBLIGATIONS OF THE PUBLISHER

(1) The Publisher shall name a qualified contact person to smartclipin writing and shall provide contact details that allow to contact the contact person or its authorised representative during normal business hours. The contact person must be able to make the necessary decisions by himself or to procure them immediately on behalf of the Publisher. The Publisher shall immediately notify smartclip of any changes to the contact details in writing.

(2) Any prejudice and additional costs resulting from a breach of the Publisher's obligations to cooperate as stipulated in this Section 3 and otherwise in the Contract are at the expense of the Publisher. In particular, the Publisher' shall not be released from its payment obligation, if smaertclip can not provide services due to deficient ore default contributions of Pubisher, the contact persons named by Publisher or other employees of the Publisher.

4. MARKETING THROUGH THE PLATFORM

(1) As part of the Platform, smartclip provides an application program interface („**API**") through which the smartclip can transfer information into external tools on behalf of Publisher.

(2) The Publisher has the possibility to exclude DVAs from specific categories or URLs of the landing pages of specific Advertisers or individual products of such Advertisers (collectively „**Publisher Preferences**"). If the Publisher updates the Publisher Preferences exclusions, smartclip shall make all commercially and technically reasonable efforts to implement these changes within 5 working days of receiving the update at the latest.

(3) The Publisher can choose between the following three standard procedures offered by smartclip by notifying smartclip accordingly:

(a) Marketing by smartclip

(i) Procedure

Publisher sends a request to smartclip to display DVAs on advertising paces that will be sold by smartclip ("Request"). Smartclip will offer these advertising spaces for sale on the Platform to advertisers / agencies („Advertisers") using the demand side platforms („DSP") and agency trading desks integrated in the Platform. In the event that an Advertiser or a DSP buys adversting space, the Publisher transfers his rights from the sale of the advertising space to smartclip and smartclip accepts this transfer. Smartclip will therefore bill the Advertiser in their own name and for their own account. Smartclip will make all commercially reasonable efforts to sell the advertising space on the Platform, but will not be liable for any sales success.

(ii) Delivery of the DVAs

In the event that an Advertiser buys advertising space itself or via DSP, the Platform ensures that the DVAs provided by the Advertiser are delivered to the Publisher. The Publisher is responsible for the integration on his Publisher Media.

(b) Marketing by Publisher

(i) Insertion Order

In the case of an insertion order, the Publisher sells his advertising space directly to Advertisers, but uses the Platform to deliver the DVAs. The delivery itself is carried out in accordance with Section 4(2)(a)(ii) of these T&C. In the case of an insertion order, the Publisher is responsible for

invoicing and collection to/from the Advertiser.

(ii) Real Time Bidding ("RTB") deals

In thw case of RTB deals, the Publisher sells his advertising space directly to Advertisers, but uses the Platform to deliver the DVAs. The delivery itself is carried out in accordance with section 4(2)(a)(ii) of these T&C. The Publisher accepts that smartclip will take over invoicing and collection from the Advertiser. Therefore, the Publisher transfers his rights from the sale of the advertising space to smartclip and smartclip accepts this transfer. smartclip is thus responsible in its own name and for its own account for invoicing and collection to/from the Advertiser.

(4) Where contractually agreed, smartclip shall provide the Publisher with a Private Marketplace („PMP") in addition to the marketing by smartclip on the Platform. Marketing via the PMP is transparent. This means that the Publisher's offers, including the URL, are visible to Advertisers and allocable individually. In addition, campaign data can be evaluated by Advertisers on a single page basis. In the event the advertsing space is sold by Publisher, the Publisher can offer and sell advertising campaigns via the PMP. The Publisher can have these campaigns delivered by smartclip via the Platform.

(5) smartclip is responsible for the management of DVAs, revenue optimisation and the management and monitoring of the Real Time Bidding processes.

(6) smartclip records the number of DVA impressions in the Publisher Media on the basis of the display of DVAs that have come about as a result of actions by end users. The figures recorded by smartclip shall be the basis for the calculation of the fee. The Publisher may measure independently. If there is a discrepancy of more than 10% between the figures measured by smartclip and the Publisher, the parties shall immediately undertake reasonable efforts to eliminate such discrepancy. The DVA delivery statistics and the revenue details shall be available to the Publisher in his account.

(7) Publisher's obligation to cooperate. Upon completion of the initial integration process by smartclip for Publishers, Publishers will

integrate the tags provided by smartclip into their Sites within 14 calendar days (if possible). The Publisher shall shall only integrate the video player or ad server integrations jointly determined by the parties.

5.   THE PLATFORM

(1)   smartclip provides technical frameworks („plug-ins') for the various offers (websites, mobile native presences, mobile apps (iOS, Android, etc.), hybrid/connected TV apps incl. set-top boxes), which the Publisher integrates into his Sites and platforms.

(2)   The individual platforms and Sites of the Publisher are each provided with a separate ad tag. If required for marketing, the sub-offers (various websites and sub-pages, channels, etc.) will also be provided with their own ad call. The Publisher shall provide user-generated content and content that is delivered in autoplay (without conscious interaction by the user) with a function for skipping advertising or in endless loops, with a separate ad call in order to be able to identify and control such Video Inventory separately by the smartclip technology.

(3)   The tagging by the Publisher does not automatically trigger an obligation on smartclip to advertise all of the Publisher's Sites and tagged platforms. In particular in the case of user-generated content and content that is delivered in autoplay, with a function for skipping advertising or in endless loops, smartclip will only carry out marketing at the Publisher's express request and only with the prior written consent of smartclip.

(4)   The Publisher may only make one ad call to the smartclip technology per format. Further ad calls (e.g. for advertising islands or other websites) may only be sent by the Publisher with the prior written consent of smartclip. Depending on the Publisher's platform (terminal device), the following standard advertising formats may be delivered for advertising purposes:

— Pre-Roll Video Ad
— Mid-Roll Video Ad
— Post-Roll Video Ad
— Out-Stream Video Ad
— Branded Player Video Ad

All formats may be interactive.

(5)   Smartclip will continuously develop the technical frameworks according to the latest market requirements and standards to ensure the best possible monetization and will provide the Publisher with the latest releases including documentation and instructions for updating the technical setup at least 2 weeks in advance. Should the connection of the smartclip framework result in additional external costs for the Publisher, over which smartclip has no influence (e.g. costs for additional external plug-ins, etc.), the Publisher shall bear these costs.

(6)   Should the Publisher deliver campaigns of smartclip other than contractually agreed or should the Publisher violate the requirements of the aforementioned paragraphs, smartclip has the right to immediately stop the delivery of the DVAs and to not reimburse the Publisher for the impressions of all current campaigns already delivered.

(7)   smartclip also uses third-party tools recognized on the market (e.g. from ZULU5, Integral Ad Science, Meetrics, etc.) to monitor the legitimate delivery of the campaigns. If measurements of these tools show that parts of the delivered campaigns have been played out on unsuitable inventory, smartclip will not compensate the Publisher for such campaigns either. If the delivery on inappropriate inventory cannot be assigned to a campaign, the remuneration will be reduced per rata in the corresponding accounting period (e.g.: with 20% bot traffic, the distribution to Publishers will be reduced by 20%). Examples of unsuitable inventory are:

— Marked as „NOT brandsafe" and „ad fraud" in ad verification tools
— Measurement of bot traffic of any kind
— Inventory is free of ad cluttering
— Finding the smartclip ad call on uncoordinated websites
— Finding the smartclip ad call on websites marked as „AdFraud, Porn, Warez, Filesharing, Malware, Spyware, Illegal Activity, Streaming/ Torrent, Violence&Weapons" in the tools
— Uncoordinated Autoplay placements
— Uncoordinated playout on user-generated content
— Showing campaigns in „pop-unders", iFrames, layers or other advertising

placements that increase coverage
— Uncoordinated, multiple playout of the adcall (e.g. multiple call of an adcall)
— All further claims by smartclip against the Publisher in this respect (e.g. claims for damages) shall remain reserved.

6.   PUBLISHER-ACCOUNT

For access to and use of the contractual services, smartclip will seet up an online account for the Publisher ("Account"). The Publisher must provide smartclip with accurate and complete information, including contact and payment details and tax number, as well as Publisher content information that smartclip uses for advertising targeting. The Publisher shall keep its account details up to date at all times and shall inform smartclip immediately of any changes to the account details. Access to the account is secured by a password. The Publisher shall keep his Account password confidential and shall be responsible for any use of his password and his Account unless the unauthorised use is due to a security breach for which smartclip is responsible or to a breach of data protection in or hacking attacks on the technical infrastructure of smartclip.

7.   PUBLISHER-MEDIA

(1)   In the relationship between the parties, the Publisher shall be solely responsible for the authorization to and for the development, maintenance and operation of the Publisher Media and all content, including video content and broadband video advertising (except DVAs), provided in or displayed on the Publisher Media ("**Content**"). DVA requests will be made through the API and in accordance with smartclip's other instructions regarding required DVA tags. The Publisher shall display all DVAs provided by smartclip unchanged exclusively in the Publisher Media and in the manner and position required by smartclip, as the case may be.

(2)   The Publisher guarantees that (a) **the Content used on the Publisher Media** (i) is the content of the operator of the Sites or has been properly licensed or is in the public domain; (ii) is not offensive, defamatory in the sense of criminal law; (iii) does not infringe any copyright, trademark or other intellectual property right;

and (iv) does not lead to consumer deception or product liability; (b) **the Publisher Media** (i) are not directed exclusively at children under the age of 16; and (ii) do not violate applicable law; (c) **the Sites are no** (i) free hosting sites; (ii) TGP sites (Thumbnail Gallery Post-Sites); (iii) Newsgroup postings; and (iv) Sites that contain or advertise illegal Content such as child or animal pornography or images thereof; (d) no software installed on a User's computer without the User's consent is used **on any of the Sites**, and that the Sites' disclosure and removal policies with respect to software installed on User's computers are reasonably clear and concise. Publisher shall ensure that publishers of the Sites provide (and comply with) a privacy statement on each applicable Site that discloses that Publisher is using outside Advertisers and that such Advertisers place advertisements on the Sites that may collect or use, directly or indirectly, user visitation data to display advertisements more relevant to the interests of Users; and (e) the **information provided in its Publisher Media** is sufficient for compliance with the obligations arising both from Section and from the DDOW OBA Code in its currently valid version.

8.   TRAFFIC

(1)   All information provided by the Publisher in a request or notice to smartclip must be accurate in all respects, including the URL and IP address referenced. The parties shall cooperate to minimize artificially generated (automated) and conspiracy traffic. Therefore, smartclip will verify the regularity of traffic to the extent it is able, where it is possible and by using industry-recognized third-party and proprietary tools and reporting procedures that smartclip updates from time to time. For this purpose smartclip shall make a reasonable amount of traffic available free of charge for this purpose. The Publisher permits smartclip or third parties commissioned by smartclip to carry out measurements for quality standards and fraud protection and to publish the results for marketing purposes.

(2)   Deliveries based on automated or fraudulent traffic will not be invoiced by smartclp to the Advertiser and will not be reimbursed to the Publisher.

9. MISUSE OF CONTRACTUAL SERVICES

(1) Except as expressly permitted in the Contract, the Publisher is prohibited from taking, causing to be taken, approving or enabling the following actions:

(a) To generate traffic on the Sites by itself or through its employees, contractors or agents, or through any incentive directed at the end user, other than for normal personal use („Fraudulent Traffic");

(b) Unauthorised sites including:

(i) Use, display, sublicense, or provision of the DVAs outside the Sites;

(ii) Requests to or from 404 messages or other error messages;

(iii) Display DVAs within pop-up under windows originating from Video Player software in or via adownloadable application (other than a smartphone or tablet app) or in or via email (although it isclarified that DVAs provided in „lightbox operation" are permitted); and

(iv) Use of application software downloaded onto end-user computers for the purpose of redirecting traffic to a website where DVAs are displayed, unless the application has been expressly approved by smartclip;

(c) Requests that mask a User's actual User Agent or IP address (unless required by applicable law or required by an end user);

(d) Incorrectly identify the category(s) for the sites in the Account;

(e) Display any element (such as pop-up windows or expanding banners) that is capable of obscuring or cutting, blocking or filtering any portion of a DVA by any means, or in any way preventing or inhibiting the display of all or any portion of a DVA; and

(f) Installation of programs on the computer of an end user or replacement of the start page of an end user if the end user has not expressly granted permission to do so in advance and after appropriate notification.

(2) DVA insertions that are generated in violation of this Section 9(1) shall not be taken into account in the calculation of payments to the Publisher.

10. DVA-INVENTORY

(1) Based on the Publisher Preferences, smartclip stores and manages the inventory of available DVAs for insertion into the Sites. smartclip selects the DVAs to be sent to the Sites from the smartclip inventory available at that time. DVAs eligible for submission to Sites are based on relevance and priority criteria set up by smartclip on its DVA server platform and determined by the Publisher for each of the Sites registered in the Account. The Publisher is solely responsible for the proper categorization of its Content and the provision of its requested ad properties including the maximum ad duration, the number and timing of ad windows and the size of ad banners (collectively, the „**Ad Properties**"); smartclip is not required to verify the information, in particular the Ad Properties. The Publisher may select certain categories of advertisements from a menu provided by smartclip via the Account.

(2) smartclip does not review the content of the DVAs, but is entitled to do so at its own discretion.

(3) smartclip shall make all commercially reasonable efforts to filter the DVAs for the sites selected by the Publisher. smartclip may at its sole discretion:

(a) Define, select and manage relationships with DVA providers;

(b) Determine the conditions under which DVAs are disseminated and marketed, in particular theduration of the dissemination and the format in which each DVA is disseminated;

(c) Determine price lists and other contractual conditions as well as the business models for the dissemination of DVAs through smartclip; and

(d) Take all measures relating to the above provisions.

11. GRANT OF RIGHTS OF USE

(1) smartclip hereby grants the Publisher a

worldwide, non-exclusive, non-transferable license limited to the subject matter of the Contract and for the duration of the Contract

(a) To use the API for calling DVAs (via requests) for distribution on the Sites;

(b) To use, reproduce and publicly reproduce the DVAs transmitted by smartclip as part of the marketing for human end users.

(c) To use the entire technology offered by smartclip for the administration and transmission of the DVAs within the scope of the contractual services, in particular the Platform and the API (together „smartclip Technology") in the version in which smartclip makes it available to the Publisher.

(2) The Publisher hereby grants smartclip a worldwide, non-exclusive, non-transferable license, limited to the subject matter of the Contract, to use, reproduce and publicly reproduce the DVAs in the Publisher Media for the duration of the Contract.

(3) smartclip is entitled to use the name and the logo of the Publisher for client presentations, press releases, marketing and sales materials and on the website of samrtclip for the duration of the Contract. This applies mutatis mutandis for Publisher.

12. INTELLECTUAL PROPERTY RIGHTS

(1) The Publisher guarantees that it is entitled to close the Contract, in particular to market the Sites. The Publisher guarantees that all rights to the Content on the Publisher Media are clarified and smartclip acknowledges that smartclip does not hold or acquire any rights to the Content unless this is expressly provided for in this agreement.

(2) In the relationship between the Publisher and smartclip, smartclip and the integrated DSPs remain the owners of all rights to the DVAs and the smartclip Technology necessary for the fulfilment of the Contract, subject to the rights granted within the Contract.

(3) The Publisher acknowledges that he neither owns nor acquires any rights to the DVAs and the smartclip Technology not expressly granted

in the Contract. smartclip becomes the owner of all rights to all data that will be collected regarding DVAs transmitted to users and user interactions with DVAs.

13. REMUNERATION AND INVOICING

(1) The traffic on the Publisher Media as measured by smartclip shall be decisive for the invoicing. In the event the invoicing is done via credit notes, smartclip will provide a reporting until the 15th of the following calendar month following the previous month that shows the net revenues earned by the Publisher in the preivous month ("Reporting"). Depending on the procedure selected by the Publisher, the following remuneration and billing regulations shall apply:

(a) Marketing by smartclip

Based on smartclip's monthly Reporting and the DVA impressions measured by smartclip contained therein, smartclip shall issue a credit note to Publisher for the respective month based on the remuneration agreed in the Contract. The Publisher may set prices in its own discretion.

(b) Marketing by Publisher

(i) Insertion Order

smartclip shall issue monthly invoices to the Publisher for the use of the Platform on the basis of the monthly Reporting of smartclip and the DVA impressions measured by smartclip contained therein based on the remuneration agreed in the Contract.

(ii) RTB Deals

Based on smartclip's monthly Reporting and the DVA impressions measured by smartclip contained therein, smartclip shall issue a credit note to Publisher for the respective month based on the remuneration agreed in the Contract. The Publisher may set prices in its own discretion.

(2) Offsetting. From the purchase prices to be paid to the Publisher for the marketing by smartclip or RTB Deals, smartclip may deduct its ad server fees from the manaded or self-service for the last calendar month in each case, provided that both procedures are used. The deduction possibility also exists for all other contractually

agreed technical fees, if any. The Publisher may only offset with undisputed and/or legally established claims.

(3) Irrespective of the procedure chosen by the Publisher, the Publisher bears the del credere risk for payment incidents of Advertisers. If and to the extent that any payments cannot be made, smartclip reserves the right to withhold or reclaim the remuneration already paid to the Publisher. smartclip undertakes to comply with its commercial duty of care in order to avoid loss of receivables (advance payment, partial invoice, collection). smartclip is entitled, but not obliged, to conduct legal proceedings for collection of unpaid amounts.

(4) smartclip reserves the right to make payments only if the amounts owed to the Publisher from net sales received cumulatively amount to more than EUR 50,00 and on termination or expiry of the Contract if this occurs at an earlier point in time.

14. INDEMNIFICATION

(1) Indemnification obligation by smartclip. smartclip releases the Publisher from liability for third-party claims, defends against them and/or settles them and accepts claims for damages awarded in this respect if such claims are made against the Publisher on the basis that the smartclip Technology infringes intellectual property rights or other rights of third parties; this applies in particular to claims under trademark law, patent law or data protection law. If claims for infringement of rights are raised with respect to the smartclip Technology or if this is probable in the opinion of smartclip, smartclip may, at its option: (i) modify the smartclip Technology in such a way that it does not cause any infringement of rights; (ii) perform the contractual services with the aid of an infringement-free technology; or (iii) terminate the Contract.

(2) Indemnity Obligation of the Publisher. The Publisher releases smartclip from liability for third-party claims defends against them and/or settles them and accepts claims for damages awarded in this respect if such claims are made against smartclip on the basis that the Content infringes any applicable law, intellectual property rights, other third party rights or privacy or publicity rights, or that the Sites infringe any

applicable intellectual property right, violate any other third party rights or privacy or advertising rights, or that the Publisher has failed to disclose the use of data by smartclip in accordance with the Contract, or that the Publisher has used the services in connection with sites, applications, promotions or services directed solely at children, or that the Publisher knowingly transmits personal data collected from children to smartclip.

(3) Preconditions. As a prerequisite for the exercise of the foregoing indemnification obligations, the indemnified party must (a) promptly notify the indemnifying party in writing of any such claim; (b) cooperate with the indemnifying party in defending the claim at the expense of the indemnifying party; and (c) give the indemnifying party the right to control the defense of such claim or grant the indemnifying party the right to enter into such settlement, provided, however, that the indemnifying party shall not enter into any settlement to the detriment of the rights or interests of the indemnified party without the prior written consent of the indemnified party. The indemnified party shall be entitled to participate in the defence at its own expense.

15. CLAIMS FOR DEFICIENCIES

(1) Smartclip provides the contractual services in such a way that they substantially correspond to the agreed quality caracteristics.

(2) In the event of occurring deficiencies or improper performance, the Publisher shall be obliged to notify smartclip in writing without undue delay, giving a precise description of the problem and the relevant information for repair.

(3) smartclip will correct deficiencies in and with regard to the use of smartclip Technology within a reasonable period of time. A specific resolution time is not guaranteed.

16. LIMITATION OF LIABILITY

(1) The parties shall only be fully liable in the event of intent and gross negligence on the part of their legal representatives and/or vicarious agents as well as in the event of the absence of characteristics for which a party has assumed a guarantee. In the event of negligence, the parties

shall only be liable if this breaches an obligation, which is essential for achieving the purpose of the Contract (cardinal obligation) - and only to the extent of the foreseeable damage typical of the Contract. In this case, a party shall also not be liable for indirect damages, consequential damages and/or loss of profit. Any further liability is excluded. The limitations of liability in this Section 16(1) shall also apply in favour of representatives, employees and third parties acting on behalf of a party.

(2) The limitations of liability set forth in the preceding Section 16(1) shall not apply to liability for personal injury (injury to life, body, health), fraudulently concealed deficiencies and liability based on mandatory statutory provisions, in particular under the German Product Liability Act (ProdHaftG).

(3) Liability for data loss caused by negligence, shall be limited to the typical cost of recovery that would have been incurred if backup copies had been made regularly and in accordance with the risks involved.

(4) If the DVAs are not delivered via the smartclip Technology but via third party systems (cf. § 2(2) of the Contract), smartclip does not assume any liability for the timely, error-free and complete delivery of the DVAs. Liability of smartclip for loss of profit and consequential damages is also excluded.

17. TERM AND TERMINATION OF CONTRACT

(1) The term of the Contract shall be governed by the contractual agreements.

(2) If smartclip believes that the Content displayed in a particular Publisher Medium violates the terms of the Contract or any representations contained in the Contract, smartclip may suspend the performance of the Contract in the respective at Publisher medium at its discretion. Smartclip undertakes to undertake commercially reasonable efforts to notify Publishers in advance of any suspension in accordance with this Scetion 17.

(3) Either party may terminate the Contract for any and no reason upon giving 30 days' written notice to the other party. This shall not affect the right to extraordinary termination for good cause.

For each party, a good cause for extraordinary termination exists in particular if (a) with regard to the assets of the other party, an application is filed for the opening of insolvency proceedings or insolvency proceedings are opened against the assets of the other party or an application for the opening of insolvency proceedings is rejected due to lack of assets; (b) enforcement measures are taken against the other party and are not revoked within 1 month; and/or (c) if the other party breaches essential obligations of the Contract, these T&C and/or applicable data protection law. For smartclip, a good cause for extraordinary termination also exists if there is a change in the majority of the shares in the Publisher (change of control).

(4) The Contract enxpires on the day on which the termination becomes effective, at the latest, however, upon delivery of all DVAs still to be delivered under the Contract. This applies in particular to all access rights under the Contract. The termination of the Contract shall not release the respective party from its obligations accrued prior to the expiration or termination. Campaigns already bindingly booked by Advertisers shall be fulfilled and remunerated even after termination of the Contract in accordance with the conditions agreed with the Advertiser up to a maximum period of 30 days after the day on which the Contract expires.

18. CONFIDENTIALITY, DATA PROTECTION, RIGHT TO USE DATA

(1) Smartclip and the Publisher undertake to not disclose to third parties any and all information, documents, knowledge and experience - in whatever form - known or made available to the other party in the course of the execution of the Contract (including the fact that the Contract was concluded) („**Confidential Information**").

(2) The confidentiality obligation pursuant to Section 18(1) hereof shall not apply to Confidential Information disclosed by a party if and to the extent that (a) such Confidential Information was already lawfully in its possession prior to disclosure and without confidentiality obligation; (b) such Confidential Information was disclosed without its fault or otherwise became generally known through with no fault of such party; (c) such Confidential Information was lawfully disclosed to it by one or more

third parties after conclusion of the Contract without confidentiality obligation, i.e. without breach of the Contract by the receiving party; (d) it is released for disclosure in writing by the disclosing party; (e) it has been independently developed by the disclosing party or any of its affiliates at the time the Contract became effective or thereafter, regardless of disclosure by the other party; (f) it has been made available by the disclosing party to a third party without any corresponding confidentialty obligations or restrictions; (g) it must be disclosed in accordance with statutory or administrative provisions, if the disclosing party is immediately notified of this requirement and the scope of the disclosure is restricted as far as possible, or must be disclosed pursuant to a court or administrative decision, if the disclosing party is immediately notified of this decision and if there is no possibility to challenge the decision; or (h) its disclosure to third parties is necessary for the performance of the Contract. The party invoking the foregoing exceptions shall bear the burden of proof.

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

(4) The confidentiality obligations under this Section 18 shall continue to apply for a period of 2 two years after the Contract has expired.

(5) The parties shall comply with all applicable data protection laws. The Publisher ensures, that smartclip is informed about all relevant facts that smartclip needs to be aware due of to reasons

of data protection and confidentiality. Access data (username, password, etc.) intended for the protected data access of Publisher must be stored carefully and must not be made accessible to unauthorized third parties. If the Publisher becomes aware that an unauthorized third parties has obtained access data or if there is a reasonable suspicion, the Publisher shall inform smartclip immediately in writing.

(6) The Publisher grants smartclip a non-exclusive, transferable, worldwide and royalty-free usage right to use the data provided by Publisher for the duration of the Contract if necessary to provide the services. In addition, the Publisher grants smartclio a non-exclusive, transferable, perpetual, worldwide and royalty-free usage right to use the data collected during the term of the Contratc in anonymous form.

19. GENERAL PROVISIONS

(1) Applicable Law and Forum. The Contract will be governed by and construed in accordance with the laws of Germany without reference to its conflict of laws principles and the UN Convention on Contracts for the International Sale of Goods. Any disputes under this Contract may be brought exclusively (if legally permissible) in the courts located in Hamburg, Germany and the parties and hereby consent to the personal jurisdiction and venue of these courts.

(2) Assignment. Neither party will assign or transfer any rights or obligations under the Contract without the prior written consent of the other party, provided that, notwithstanding the foregoing, smartclip may assign the Contract (a) to its affiliated companies according to Sections 15 et seq. Stock Corporation Act (AktG); (b) pursuant to a merger or a sale of all or substantially all of its assets or capital stock; or (c) to any successor or assignee of all or substantially all of the smartclip business ((b) and (c) together "Change of control"). Except as permitted by the foregoing, any attempted assignment or delegation will be null, void and of no effect. Nothing herein, whether express or implied, will confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of the Contract. In a case of Change of Control, the Publisher may extraordinarily terminate the

Contract with immediate effect.

(3) <u>Independent Contractors.</u> The relationship of the parties is that of independent contracting entities and nothing in the Contract is intended nor shall be construed to create an employer/ employee relationship, a principal/agent relationship or a partnership or joint venture relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. Neither party will have the power to bind the other party or incur obligations on its behalf without the other party's prior written consent.

(4) Changes to these G&T. smartcliop reserves the right to amend these T&C at any time for future business transactions. In the event of an existing Contract, the intended change must be communicated to the Publishr in writing. The changes will be deemed approved if the client does not raise objections in writing. smartclip shall provide a special notice as to this consequence in the announcement of the changes. The written objection must be received by smartclip within 4 weeks of the notification of the changes. If such objection is raised, the Contract will remain in force without the proposed changes. The right of the parties to terminate the Contract remains unaffected thereof.

(5) Invalid Provisions. Should one or several provisions of these T&C be or become fully or partly invalid, the validity of the remaining provisions of these T&C will not be affected thereby.

Status: June 2023