

## **Terms & Conditions – T Advertising Solutions**

### **1. Contractual partners and scope of application**

- (1) The "Terms and Conditions – T Advertising Solutions" (hereinafter referred to as "T&C") apply to all contracts for services under the T Advertising Solutions brand of emetriq GmbH that are concluded between emetriq GmbH, Vorsetzen 35, 20459 Hamburg (hereinafter referred to as "T Advertising Solutions"), and its business partners (hereinafter referred to as "Customers"), who are not to be classified as consumers within the meaning of Paragraph 13 of the German Civil Code (BGB). Together, T Advertising Solutions and the respective Customer are hereinafter referred to as the "Parties". Excluded from the scope of these T&C are contracts for the Publisher Network of emetriq GmbH.

### **2. Subject of the contract**

- (1) The subject matter of the contract is services for the implementation of digital advertising campaigns on the Internet and on digital advertising media in public spaces (digital-out-of-home, hereinafter referred to as "DOOH"). Details of the services to be provided within the framework of a contract can be found in the respective offer document with which the service is commissioned (hereinafter referred to as the "Offer"). Any existing general terms and conditions of the Customer do not become part of the contract, even if such terms are attached to requests for quotations, orders, declarations of acceptance, or similar documents and are not expressly objected to.

### **3. Conclusion of contract**

- (1) Unless otherwise stipulated, the contract shall be concluded upon receipt of the order confirmation, at the latest upon provision of the service by T Advertising Solutions.
- (2) All offers from T Advertising Solutions are subject to change, unless expressly stated otherwise in the offer.
- (3) Orders from agencies will only be accepted if the advertiser is clearly identified as the agency's client.

### **4. Rights and obligations of the Customer**

- (1) For the provision of the services, T Advertising Solutions relies on the support and cooperation of the Customer. The Customer shall therefore provide T Advertising Solutions with all necessary work equipment, necessary system access, information and documents fourteen (14) days prior to the start of the campaign, which, in the reasonable opinion of T Advertising Solutions, are required for the performance of the services covered by the respective contract, unless expressly agreed otherwise. The Customer assures T Advertising Solutions that the work equipment, information and documents provided are complete, correct and up-to-date. If the necessary tools and information are not made available fourteen (14) days prior to the start of the campaign, T Advertising Solutions reserves the right to adjust the agreed placement periods appropriately.
- (2) The Customer assures that the materials and advertising materials provided to T Advertising Solutions within the framework of a contract do not violate applicable law, do not contain any defamatory, illegal and/or immoral content and do not violate any property rights or other rights

of third parties and that the content is compatible with applicable law and German FSK regulations. T Advertising Solutions is entitled to reject materials that violate these guidelines. The same applies in the event that advertising campaigns or advertising materials of the Customer violate the agreed terms and conditions of T Advertising Solutions with its platform partners or location providers. In this case, T Advertising Solutions will inform the Customer of the violation after the completion of the examination of the documents. The parties clarify that acceptance of the materials does not constitute an endorsement and/or waiver of any rights of T Advertising Solutions.

- (3) By placing an order, the Customer warrants that it holds all rights required for the performance of the contract in respect of the content provided by it, in particular the advertising materials, and that it is entitled to use, dispose of and transfer such content without restriction. In particular, the Customer represents and warrants to T Advertising Solutions that it holds all copyright usage and exploitation rights required for the services under this contract in relation to authors, performers and other holders of related rights, phonogram producers, producers, distributors, publishers, collecting societies and other holders of usage rights, and that no third-party rights are infringed.
- (4) Upon request, T Advertising Solutions may require the Customer to provide evidence of its existing usage rights where the Customer holds the rights to the content jointly with third parties.
- (5) The Customer bears the exclusive responsibility and liability for the commissioned advertising campaign.

## **5. Services, rights and obligations of T Advertising Solutions**

- (1) The advertising campaigns are implemented by T Advertising Solutions in cooperation with selected delivery platforms (hereinafter referred to as "Platform Partners") and location providers. T Advertising Solutions provides the agreed services in accordance with recognized industry standards for digital advertising campaigns and DOOH advertising campaigns, as well as in compliance with the technical specifications and availability of the platforms used. There is no further assurance of certain performance parameters, specific delivery areas, ranges or playout volumes, unless expressly agreed.
- (2) T Advertising Solutions will make all reasonable efforts to realize the agreed delivery of digital advertising material in the booked period and in the booked environment. Minor deviations in the delivery frequency, in the course of time or in the presentation are not considered to be defects, provided that the overall advertising impact of the campaign is not significantly impaired. An uninterrupted and error-free delivery of the digital advertising material cannot be guaranteed at all times, in particular due to technical faults, such as server or network failures of third parties.
- (3) When implementing DOOH advertising campaigns, a permanent availability of all booked advertising spaces or broadcasting times cannot be guaranteed due to technical, weather-related or regulatory circumstances. Short-term interruptions are not considered a service disruption, provided that the agreed overall delivery is substantially met. Outside the operating hours of the digital DOOH advertising spaces, there will be no campaign delivery.
- (4) T Advertising Solutions is entitled to provide services for several Customers from the same industry. There is no exclusivity in favour of the Customer in the services of T Advertising Solutions, unless this has been expressly agreed.

- (5) Should governmental or regulatory decisions have a material impact on the provision of services by T Advertising Solutions, T Advertising Solutions reserves the right to adjust the affected advertising campaign appropriately or to provide the Customer with appropriate substitute services. In this case, T Advertising Solutions will inform the Customer immediately.
- (6) Cancellations or rescheduling of campaigns that have already been confirmed can only be made with prior written consent of T Advertising Solutions. In the event of cancellation by the Customer, the following cancellation fees will be charged:
  - Up to twenty-eight (28) days before the scheduled start of the campaign: 15% of the net order value
  - Twenty-seven (27) to eight (8) days before the scheduled start of the campaign: 25% of the net order value
  - From seven (7) days before the scheduled start of the campaign: 50% of the net order value

In addition to the above-mentioned cancellation fees, third-party costs already incurred and proven must be reimbursed in full. The cancellation fees may be adjusted upward or downward if T Advertising Solutions proves a higher damage or the Customer a lower loss.

## **6. Usage Rights**

- (1) The Customer grants T Advertising Solutions a non-exclusive, worldwide license to all content provided by it (e.g. image, sound, text or video material, logos, data feeds) limited to the duration of the contract to store, reproduce, technically process, format and display it on digital advertising space as well as via connected technical platforms (in particular SSPs, ad servers) to the extent necessary for the performance of the contract.

## **7. Liability and warranty**

- (1) T Advertising Solutions is liable without limitation for all damages resulting from wilful misconduct or gross negligence.
- (2) In the event of slight negligence, T Advertising Solutions shall be liable without limitation in the event of injury to life, body and health. In all other cases, T Advertising Solutions shall be liable for slight negligence only if an obligation is breached whose fulfilment is essential for the proper performance of the contract, whose breach jeopardizes the achievement of the purpose of the contract, and on the performance of which the Customer may regularly rely (a "cardinal obligation"). In the event of a breach of a cardinal obligation, liability is limited to the foreseeable damage typical of the contract. This also applies to lost profits and lost savings. Liability for other consequential damages is excluded.
- (3) Liability for all other damages is excluded, in particular for damages arising from circumstances beyond the control of T Advertising Solutions (e.g. force majeure). This also applies to damage to the advertising media that is caused by third parties and could not be prevented by appropriate measures.
- (4) T Advertising Solutions assumes no liability for damages resulting from unlawful content contained in advertising materials.

- (5) Customer agrees to indemnify and hold T Advertising Solutions (including its legal representatives, employees and agents) harmless from and against any and all claims, fines and damages (including losses) and expenses (including costs and fees) incurred by T Advertising Solutions as a result of any infringement of any third party's intellectual property rights arising from the use of materials provided by the Customer. The same shall apply in the event of a breach by the Customer of the obligations set out in Section 14 (2). There is no limitation of liability for this section.
- (6) Guarantees in the legal sense are not granted.

## **8. Force majeure**

- (1) To the extent that either party is prevented from fulfilling its contractual obligations by force majeure, this shall not be considered a breach of contract. The agreed deadlines shall be appropriately extended according to the duration of the obstacle or substitute services shall be agreed between the parties which correspond in nature and scope to the original performance. The same applies if one of the parties is dependent on the advance performance of third parties and this advance performance is delayed due to a force majeure event.
- (2) Force majeure is defined as all circumstances that are unforeseeable and beyond the will and influence of the party, as well as circumstances through no fault of their own, in particular natural disasters, pandemics, government measures, decisions of the authorities, blockades, war and other military conflicts, mobilization, civil unrest, terrorist attacks, industrial action covered by the right to strike, confiscation or embargo.
- (3) T Advertising Solutions will inform the Customer immediately in the event of an obstacle arising under this section.
- (4) As soon as it is established that the force majeure will last longer than thirty (30) days, either party is entitled to terminate the contract in writing with a notice period of seven (7) days.

## **9. Prices and payment terms**

- (1) The remuneration for the services is governed by the provisions set out in the respective offer. The prices of T Advertising Solutions are exclusive of statutory value-added tax (VAT). The basis for calculating the remuneration is fixed fees, unless expressly agreed otherwise in writing.
- (2) Unless otherwise agreed in the respective offer, T Advertising Solutions will invoice the Customer monthly.
- (3) All invoices are to be paid without deduction no later than fourteen (14) calendar days after receipt of the invoice.
- (4) The Customer must raise objections to the invoice amount in writing to T Advertising Solutions within thirty (30) days of receipt of the invoice. Failure to raise an objection in due time shall be deemed to be approval, unless the Customer can prove that it was unable to carry out a timely inspection through no fault of his own.

## **10. Default in payment and set-off**

- (1) Interest on arrears is generally charged at a rate of 9 percentage points above the applicable base interest rate of the German Federal Bank (Deutsche Bundesbank). The right to assert a higher interest rate is reserved.
- (2) In the event of default of payment, T Advertising Solutions shall be entitled to postpone the further execution of the current contract until payment has been made.
- (3) T Advertising Solutions may refuse to perform its contractual obligations if, after the conclusion of the contract, it becomes apparent that its claim for consideration is jeopardized by the Customer's lack of ability to perform, unless the consideration is rendered or adequate security is provided.
- (4) The Customer is only entitled to set off if its counterclaim has been recognized by T Advertising Solutions or has been legally established.

## **11. Changes to services, terms and conditions and prices**

- (1) T Advertising Solutions is entitled to change the T&C, services and prices with a reasonable notice period of at least six (6) weeks before the change takes effect, provided that the change is reasonable for the Customer, taking into account the interests of T Advertising Solutions. The Customer will be notified of the changes in text form. In the event of price increases - unless they are exclusively due to an increase in VAT - or in the event of other changes to the disadvantage of the Customer, the Customer is entitled to a special right of termination at the time the change takes effect. T Advertising Solutions shall inform the Customer in the amendment notice both of this special right of termination and of the fact that the amendment shall become effective if the Customer does not exercise such right of termination within the specified period.

## **12. Contract Term and Termination**

- (1) The duration of the contract results from the respective offer.
- (2) Fixed-term contracts end automatically at the end of the agreed term without the need for termination.
- (3) Contracts of indefinite duration can be terminated by either party with a notice period of four
- (4) weeks to the end of the month. The termination must be made in writing.
- (4) The right to terminate without notice for good cause remains unaffected. An important reason for termination without notice exists if the terminating party cannot be expected to continue the business relationship. In doing so, the legitimate interests of the other party must be taken into account. An important reason for T Advertising Solutions exists in particular if a significant deterioration or a significant threat to the financial situation of the Customer occurs, the Customer ceases payments to T Advertising Solutions or declares that he intends to discontinue them, or if enforcement proceedings are initiated against the Customer.
- (5) If contracts are terminated prematurely, T Advertising Solutions will make available to the Customer the services completed up to the time of termination. The Customer is not entitled to non-finalized services.

### **13. Confidentiality**

- (1) The parties undertake to keep confidential, during the term of the contract and for a period of five (5) years thereafter, all documents, information and data that are disclosed to them or otherwise become known to them in the course of the cooperation, and to use such documents, information and data solely for the purposes of the respective contracts. The parties undertake to protect the documents, information and data of the other party as well as their own confidential information, but at least with the care of a prudent businessman.
- (2) The confidentiality obligation also covers such documents, information and data relating to companies affiliated with the parties, other cooperation partners or suppliers, as well as documents, information and data relating to the parties' Customers and commercial agents.
- (3) The obligation of confidentiality does not apply to documents, information and data that are or become public knowledge without this being based on a breach of contract by either party or to information that has been excluded from confidentiality by a subsequent written, fax or e-mail agreement.
- (4) If a separate confidentiality obligation (or non-disclosure agreement) is agreed, the provisions of the separate confidentiality obligation shall take precedence.

### **14. Data protection**

- (1) If personal data is processed in the context of a campaign, the parties enter into a corresponding data processing agreement.
- (2) The Customer undertakes to ensure that all personal data provided or used by the Customer and processed in the course of the contractually agreed services are processed on the basis of valid consent obtained from the data subjects in accordance with applicable data protection laws, in particular the General Data Protection Regulation (GDPR) and the German Telecommunications and Digital Services Data Protection Act (Telekommunikation-Digitale-Dienste-Datenschutz-Gesetz – TDDDG), in a transparent, verifiable and legally effective manner. Upon request, the Customer undertakes to provide proof of the lawfulness of the consent obtained.

### **15. Miscellaneous**

- (1) Should provisions of the contract be or become invalid or should a gap in the contract become apparent, the validity of the remaining provisions shall not be affected. The invalid provisions or to fill the gap shall be replaced by an appropriate provision which, as far as possible, comes as close as possible to what the contracting parties would presumably have intended according to the meaning and purpose of the contract.
- (2) T Advertising Solutions is entitled to provide the services through third parties as subcontractors. T Advertising Solutions is liable for the provision of services by subcontractors as well as for its own actions.
- (3) T Advertising Solutions will send contract-related notices to the Customer at its choice to the postal address or e-mail address specified by the Customer, in compliance with the legal provisions.
- (4) The Client may only transfer the rights and obligations arising from the Agreement to a third party with the prior written consent of T Advertising Solutions.

- (5) T Advertising Solutions is entitled to transfer or sublicense the rights and obligations under this contract in whole or individually to any company affiliated with T Advertising Solutions within the meaning of Paragraph 15 et seq. of the German Stock Corporation Act (Aktiengesetz - AktG). The Customer already agrees to a corresponding declaration by a company affiliated with T Advertising Solutions. This does not result in an additional burden on the Customer.
- (6) The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contract is Hamburg.
- (7) German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

As of: December 2025