

General terms and conditions of booking of pilot and affiliated undertakings (pilot Hamburg GmbH & Co. KG, pilot Berlin GmbH, pilot München GmbH, pilot Stuttgart GmbH, masterplan media GmbH & Co. KG)

1. Scope

- (1) The following general terms and conditions apply to all legal transactions of the companies belonging to the pilot group, namely pilot Hamburg GmbH & Co. KG, pilot Berlin GmbH, pilot München GmbH, pilot Stuttgart GmbH and masterplan media GmbH & Co. KG (hereinafter referred to collectively as "pilot").
- (2) pilot (hereinafter also referred to as the "agency") buys advertising space on the Internet from providers (hereinafter referred to as "marketers") in its own name and for its own account on behalf of its clients.
- (3) Our terms and conditions of booking only apply to businesses (Article 14 of the German Civil Code (BGB)). These terms and conditions also apply to all future transactions with marketers.
- (4) Our terms and conditions of booking apply exclusively. Unless explicitly otherwise agreed, terms and conditions that conflict with or differ from our terms and conditions will not be accepted, even if we fulfil our obligations under the contract without reservation.
- (5) We shall notify the marketer of any changes to these GTC by email or fax. The changes will be deemed to have been approved if the marketer does not object to them in writing to pilot within one month of receiving the relevant notification.

2. Conclusion of the contract

- (1) The contract comes into being when the booking order placed by pilot is accepted in writing (email or fax is sufficient) by the marketer.
- (2) The contract is only valid with the content prescribed by pilot. Any change must be confirmed in writing by pilot (email or fax is sufficient).

3. Ad server

- (1) The marketer hereby agrees to the use of an ad server by the agency.
- (2) The marketer also agrees that the agency will place ads and tracking pixels on the booked websites via the ad server system used by it.
- (3) The agency is entitled to switch the ad themes delivered through the ad server to optimise the campaign or in emergency situations.
- (4) The agency is entitled to change or switch the ad themes by using targeting options, e.g. depending on the time of day, contact volume per user client or geographical factors or based on so-called behavioural targeting.
- (5) The marketer agrees that the agency will collect performance data about the ad server system used by it. This includes data such as ad requests, ad impressions, clicks, unique impressions, domains used to place ads, dwell time and visibility of the advertising material.
- (6) The ad server code supplied by the agency must be integrated by the marketer in such a manner that the ads are displayed correctly and the metrics of an online advertising campaign can be collected without any restrictions. The marketer must make sure that the ads accessed from the agency's ad server cannot be stored in the cache of the user. Appropriate precautions must be taken, including placing a timestamp or the generation of a random variable to be integrated in the ad server redirect (ad server tag) of the agency. The guidance provided by the agency regarding the integration must be observed. If this is not possible, the code may be changed only with the consent of the agency following a direct consultation with the employee responsible for campaign management in the agency.

4. Integration, testing and delivery of tags

- (1) The marketer shall ensure that the ads supplied by the agency are tested before going live.
- (2) The tests must be carried out using the latest versions of Internet Explorer, Chrome and Firefox installed on a Windows operating system. The following requirements must be met:
 - the ad must be displayed correctly after the usual loading time
 - the destination URL must open at a click

(3) In good time prior to the launch of the campaign, the website operator/marketer shall send the agency an email confirming that the tags have been properly integrated and the ads tested. The same applies to any errors identified.

(4) Any technically flawed impressions delivered by the marketer will be deemed as not delivered.

5. Placement and delivery of ads

(1) The marketer guarantees that the content of the booked space does not violate or call for the violation of any applicable laws, including in particular *Gesetz über die Verbreitung jugendgefährdender Schriften und Medieninhalte* [German Act Regulating the Dissemination of Writings and Media Content Harmful to Young People] (*GjSM*) or Articles 130, 131 and 184 of the German Criminal Code (*StGB*). The marketer must also ensure that no ads are placed on websites that systematically breach trademark, copyright or competition laws. This is particularly the case when such websites make content available that is fully or partially in breach of German trademark or copyright laws or facilitate access to such content if legally permissible content is not or only sporadically identifiable. This does not apply to website content that can be used legally in various ways due to a considerable technical and economic requirement or to editorial or journalistic media content.

(2) In case of a breach of Section 1, the agency shall be entitled to rescind the contract immediately and shall not have to pay any booking costs for the current campaign. In case of a culpable breach of Section 1, the agency shall be entitled to demand liquidated damages equal to three times the booking cost of the campaign. The agency reserves the right to seek further damages.

(3) Unless otherwise agreed, the marketer will distribute the booked impressions evenly over the booked period.

(4) Delivery of the booked contacts to a space other than the space booked by the agency is only permitted with the express written consent of the agency.

(5) The marketer is required to notify the agency as soon as he becomes aware that he may underdeliver within the meaning of paragraph 5.

6. Underdelivery / underperformance

(1) If the booked contacts or clicks cannot be delivered within the planned and agreed period, the agency may request, at its discretion:

- a subsequent delivery of impressions or clicks through an extension of the campaign duration to reach the booked contacts (in the same or in a different space)
- a transfer to another campaign of the same or a different agency client (in the same or in a different space)
- a refund or credit of the booking fee attributable to the contacts or clicks which have not been delivered with equal valuation.
- If by the end of the booked campaign period the performance deficit exceeds 50%, the agency shall be entitled to financial compensation for the costs incurred.

(2) In the case of deviations between the measurements carried out by the media's and the agency's ad servers,

the invoicing for the media services rendered or the subsequent performance shall be solely based on the ad impressions or clicks measured by the agency's ad server.

(3) Where pilot uses tracking for the visibility of ads in its campaigns, deliveries to non-visible areas will be treated as underdeliveries.

7. Overperformance / overdelivery

(1) Any overdelivery of more than 10% of the booked volume of ad impressions or clicks (the data of the agency is decisive) must be expressly approved by the agency. (2) Should the marketer exceed the booked volume by more than 10% without the consent of the agency, it hereby agrees to pay the incurred technical costs of the agency's ad server. At the same time, the agency is entitled to charge the marketer for the impressions or clicks that exceed the 10% mark.

8. Campaign monitoring

- (1) To monitor the campaign, the agency shall be given access to the ad server measurements of the website operator/marketer.
- (2) Media reporting is done in real time and is accessible to the agency at any time, at the latest with a 24-hour delay.
- (3) If this is not technically possible, the agency shall receive a report containing campaign performance data and screenshots of the campaign on the 4th day of the campaign without the need for a formal request. If required, the agency may also request placement-level screenshots.
- (4) The performance records must contain at least the up-to-date number of delivered impressions and generated ad clicks (if technically possible) reported per placement and per day.
- (5) The marketer must ensure that neither it nor third parties generate invalid clicks or ad impressions, e.g. by using robots, automated clicking tools or other misleading software. In the case of such misuse, the marketer will no longer be eligible to receive the relevant fee or pilot will be entitled to demand the return of any fees already paid, unless the provider can prove that the actual damage suffered by pilot was lower. pilot expressly reserves the right to assert further claims for damages.

9. Invoicing

- (1) The marketer shall submit invoices for the rendered media services to the agency on a monthly basis within four weeks of the end of the calendar month.
In the case of campaigns that extend over more than one calendar month, the marketer shall also invoice the agency monthly after the media services have been rendered by sending a partial invoice.
- (2) The invoices the marketer sends to the agency must, at the very least, specify the campaign number, customer, product, duration, campaign and the placement and format of the ads.

10. OBA self-regulation

In the interests of enhancing transparency of data protection, pilot has opted to comply with the self regulation of Deutsche Datenschutzrat Online-Werbung (DDOW) [German Data Protection Council Online Advertising] when collecting and processing anonymous usage data for the purposes of usage-based online advertising. The DDOW stipulates certain information and labelling obligations in connection with usage-based advertising. The codes "Self-regulation of telemedia providers in the field of usage-based online advertising - Code for telemedia providers" and "Self-regulation of service providers in the field of usage-based online advertising - Code for OBA providers" are available at http://meine-cookies.org/DDOW/die_kodizies/grundlagen.html. If the marketer collects or processes anonymous usage data for the purpose of usage-based online advertising under the terms of a contract or takes part in such a collection or processing, the marketer hereby warrants to comply with the requirements of the Code for OBA providers and to use the official OBA icon of DDOW and EDAA and offer the opportunity to opt-out as provided for by the code.

11. Liability

- (1) Provided that the loss or damage has not been suffered as a result of intent or gross negligence or a breach of key contractual obligations, claims for damages against pilot, its statutory representatives or senior management or its other subcontractors or vicarious agents are excluded. This also applies to claims for damages for non-performance, but only in the case of claims for compensation for indirect or consequential damage, unless the liability is based on an assurance that was intended to protect against the risk of such damage. Key contractual obligations are obligations the breach of which would jeopardise the purpose of the contract, the fulfilment of which the contractual partner can therefore generally rely on. In case of a breach of key contractual obligations, pilot will be liable for negligent conduct of its legal representatives, senior management or other subcontractors or vicarious agents.
- (2) Save in cases of gross negligence or breach of key contractual obligations, the liability of pilot, in particular for indirect damage (e.g. financial losses), is limited to typical damage foreseeable at the time of entering into the agreement and may not exceed EUR 25,000 per claim and a maximum of EUR 50,000 per year.
- (3) The above exclusions and limitations of liability do not apply to damage suffered as a result of injury to life, body or health or if pilot maliciously conceals defects or fails to meet its obligations under quality guarantees.

The above exclusions and limitations also do not apply to liability under the Product Liability Act or other claims arising from product liability.

(4) Claims for damages against pilot expire 12 months from the date on which the claim arose and the creditor became aware or negligently failed to become aware of the circumstances of the case. This limitation of liability does not apply to claims for damages within the meaning of paragraph (3) above

(5) pilot is not liable for any damage caused by non-performance or delays in performance due to unforeseen events outside the control of pilot, its legal representatives or subcontractors (force majeure). Force majeure includes, in particular, war, civil unrest, natural disasters, fire, acts of sabotage carried out by third parties (e.g. through computer viruses), power outages, administrative decisions, lawful industrial action in the company and outages or limited availability of communication networks of other providers.

12. Data protection

(1) The marketer hereby warrants to execute the booking order placed by pilot in compliance with the requirements of the Telemedia Act (TMG) and the Federal Data Protection Act (BDSG).

(2) Should the marketer receive certain (anonymised or pseudo-anonymised) data through the end user (IP addresses, user IDs, user profiles, etc.) (hereinafter referred to as "user data") as part of campaign bookings via its platform, the marketer hereby warrants to use this user data solely for the specific campaign for which pilot has made this user data available. The provider undertakes, in particular, not to use the user data

- for any other campaign, as pilot will provide relevant new user data for every new campaign,
- and not to use it for other customers and/or contractual partners of the marketer.

(3) The provider undertakes not to pass on, sell or otherwise disclose user data to third parties. Upon a written request by pilot, the provider shall permanently delete all the relevant user data.

13. Confidentiality obligation, publications

(1) Both parties are obliged to keep confidential any business secrets of the other party entrusted to them or of which they become aware by virtue of or in connection with the cooperation and not to use it for any purpose, whether their own or that of a third party, other than the performance of their duties under the contract.

(2) Any information or documents that have been marked in writing by either party as confidential or the confidentiality of which can be clearly derived from their nature, i.e. in particular operational and business secrets, is deemed confidential.

(3) As a general rule, any publications relating to the cooperation between the parties must be approved in advance by the other party.

14. General

(1) The rights of the marketer under this agreement may not be transferred without the prior consent of the agency.

(2) The place of performance and place of jurisdiction for any disputes between the parties to the contract is the registered office of the respective company in the pilot group (pilot Hamburg GmbH & Co. KG, pilot Berlin GmbH, pilot München GmbH, pilot Stuttgart GmbH, masterplan media GmbH & Co. KG).

(3) To be effective, any amendments or additions to orders or these general terms and conditions of booking must be in writing. This also applies to any waiver of the written form requirement.

(4) Should any individual provision of these GTC be or become invalid, whether in whole or in part, the validity of the other provisions will remain unaffected. By mutual consent, the parties to the agreement shall replace the invalid provision with a valid provision that approximates as closely as possible the economic intent and purpose of the void provision. The above will apply accordingly to any omissions from the agreement.

(5) The laws of the Federal Republic of Germany apply on a supplementary basis.