

Terms and conditions for Channel Traffic

These terms and conditions (hereinafter **"T&C"**) are concluded between eGENTIC GmbH, Am Unisyspark 1, 65843 Sulzbach/Ts. (hereinafter **"eGENTIC"**) and the advertising company (hereinafter **"Partner"**), referred to individually as **"Party"** or collectively as **"Parties"**.

Abstract:

eGENTIC is acting as list-broker and markets email lists of different companies (hereinafter **"Listowner"**). The data sets contained in different lists are generated through different internet campaigns, e.g. surveys and sweepstakes.

When registering for the respective campaign a user declares his/her consent to receive advertising (hereinafter **"Advertisement or Campaign"**) on behalf of the respective Listowner.

The respective Listowner is also the owner of the database in which personal data of the users are stored. eGENTIC is authorised by the respective Listowner to market the data sets and thus the different email lists. The release of this T&C is also covered by the authorisation.

The generation of data and the data processing is carried out under observance and application of the relevant data protection regulations. In addition, contracts between eGENTIC on the one hand and the Listowner respectively on the other hand concerning data processing in accordance with Art. 28 of the European General Data Protection Regulation (GDPR) have been laid out, under which eGENTIC, amongst other things, is explicitly authorised to market such lists for direct marketing.

Furthermore, by accessing numerous marketing tools, eGENTIC

guarantees a high quality service. Thus, a hundred percent subsidiary (hereinafter **"Subsidiary"**) of eGENTIC. Operates and manages an affiliate network (hereinafter **"BigBangAds or BBA"**), where Advertiser can place their advertising material and Publisher can pick this material to perform the Campaigns through different available advertising channel of the participating publishers.

These T&C regulates the relations between the Parties in this economic use of data sets for advertising purposes by showing advertising Push-Notifications, advertising banners or by dispatching of advertising E-Mails through eGENTIC. Furthermore its regulates the use of datasets by using different advertising channels of other third parties (hereinafter **"Publisher"**), through their Affiliate-Network Big Bang Ads, in the name of the respective Listowner by using the advertising material provided by the Partner.

In this respect the Parties agree as follows:

1. Insertion order and scope

These T&C cover the dispatch of Standalone E-Mail campaigns (hereinafter **"Newsletter"**) dispatched through eGENTIC itself, the advertising shown through **"Push-Notifications"** through eGENTIC itself and the display of advertising material in a **"Banner"**, as well through eGENTIC itself. Moreover, the distribution of the advertising material through eGENTIC's Affiliate-Network BBA by a participating Publisher is covered by these T&C's. The description of service, the Campaign label, the volume, the target market as well as the payment model/price and the Campaign duration will be agreed upon in an Insertion Order (hereinafter **"IO"**) to be concluded between the Parties.

2. Product explanation

The following clauses 2.1., 2.2, 2.3, describe only the products, which are offered by eGENTIC directly. The clauses 2.4 describes the channels used in BBA. A definition of the possible advertising channels is included in the IO.

2.1 Newsletter dispatched through eGENTIC

The advertising material to be shown via E-Mail may be the Partner's own advertising material (hereinafter **"E-Mail Option 1"**) or may be the advertising material of the Partner's contractual partner (hereinafter **"Client"**) (hereinafter **"E-Mail Option 2"**). For the avoidance of doubts, by choosing E-Mail Option 2 the Partner shall only act as an intermediary.

2.2. Push-Notifications

Push-Notifications mean the possibility to show Partner's advertising material material on users display through small sized push notifications. The Partner agrees that eGENTIC has no influence on the position and/or the size of the push notification. The position and the size is depending on the app provider, user's settings and the used operating system (hereinafter **"System"**).

The advertising material to be shown in a Push-Notification may be the Partners own advertising material (hereinafter **"Push Option 1"**) or may be the advertising material of the Partner's Client (hereinafter **"Push Option 2"**). By choosing Push Option 2, the Partner shall only act as an intermediary.

2.3 Banner

The Partner is aware that he chooses the product banner if he wants advertising material to be shown in a banner on different available websites to be determined between the Parties hereinafter.

The advertising material to be shown in a Banner may be the Partner's own advertising material

(hereinafter **“Banner Option 1”**) or may be the advertising material of the Partner’s Client (hereinafter **“Banner Option 2”**). For the avoidance of doubts, by choosing Banner Option 2 the Partner shall only act as an intermediary.

2.4 Distribution of the advertising material through BBA

The Partner can decide, if his advertising material shall be distributed through BBA and one of the participating Publisher Distribution means, the Partner has in the IO the possibility to choose, that his advertising material shall be placed in BBA. The partner can choose between different advertising channels. The Partner can choose between one, several and all, possible channels.

Moreover, the advertising material to be shown via BBA may be the Partner’s own advertising material (hereinafter **“Affiliate Option 1”**) or the advertising material of its client (hereinafter **“Affiliate Option 2”**). By choosing Affiliate Option 2, the Partner (in regard to its client) and eGENTIC (in regard to BBA) shall act as intermediators.

After conclusion of the respective IO, the advertising material will be placed in BBA by eGENTIC. For each BBA Campaign a separate IO has to be issued

3. Obligations of eGENTIC when dispatching Newsletter through eGENTIC

3.1 For the dispatch eGENTIC shall only allow using data sets of its own database if an advertising consent has been granted by the respective user for the benefit of the respective Listowner during the registration process. Hereby the Partner permits/accepts the lead generation and is not able to derive any other claims.

3.2 eGENTIC will only allow using data sets if the consent of the user to accept advertising given at the registration process is – to

eGENTIC’s knowledge – still valid at the time when the advertising e-mail is to be dispatched and the consent has not extinguished in the meantime – possibly, because the user has revoked.

4. Obligation of eGENTIC by Push Notifications

4.1 For showing the advertising material in Push-Notifications eGENTIC shall only allow using data sets where an advertising consent has been granted by the respective user for the benefit of the respective Listowner.

This consent has been granted by the respective user through accepting the placing of specific advertising cookies in his used operating system; the placement of such cookies depends exclusively on whether this is allowed and enabled in the settings of the system used by the user.

4.2 eGENTIC shall ensure that the Push-Notifications with the advertising material of the Partner will only be shown to user whose consent is still valid

5. Obligation of eGENTIC by Banner

5.1 eGENTIC shall ensure that the advertising material delivered by the Partner is shown in a correct manner.

5.2 eGENTIC is not allowed to change the advertisement delivered in his own discretion. In cases of objections regarding the technical implementation, eGENTIC shall contact the Partner and the Parties shall agree on possible amendments.

6. Obligation of eGENTIC by placing advertising material in BBA

6.1 eGENTIC place the advertising material in BBA as provided and specified by the Partner itself. eGENTIC does not assess the advertising material provided by the Partner. In particular, there will be

no legal review and no further approval-process of the advertising material provided by the Partner.

6.2. In case of any short-dated changes of the Advertising Material, eGENTIC shall communicate those changes in BBA as soon as possible and with undue delay.

6.3 eGENTIC shall ensure that the advertising material provided by the Partner, is shown in a correct manner, independently of what channel shall be used.

6.4 eGENTIC shall handle billing, payment and tracking according to Point 9 of this T&C’s.

7. Obligations of the Partner

7.1 The Partner ensures that the advertising provided by the Partner in connection with this T&Cs are in conformity with the law and do not violate third party rights. He guarantees that he will not use any advertising texts containing illegal content (e.g. any illegal, obscene, pornographic, violent, abusive, harassing and/or libelous content, material and/or information) in any form whatsoever and/or advertising for articles the distribution of which is entirely prohibited in the respective applicable target market/country (e.g. unauthorised gambling) or the distribution of which is subject to restrictions that were disregarded when sending the mails (e.g. FSK18, State Treaty on Gambling Advertising Prohibition) and/or in which third party rights, trademarks and/or copyrights were violated. Furthermore it is prohibited to advertise sweepstakes and any kind of advertising content referring to lead generation processes.

7.2 As soon as the Partner becomes aware that a User has withdrawn his consent given during the generation process with respect to advertising, data protection law or for other reasons, so as to affect the validity of

such consent, then the Partner must inform eGENTIC thereof immediately, but at latest on working days within 24 hours and on other days by 11:00 am on the subsequent working day. At the request of eGENTIC, the Partner must immediately prove, by presentation of a properly informative and written documentation, and at latest on working days within 24 hours and on other days by 11:00 am on the subsequent working day, that such an exercise of his rights by the user concerned has in fact occurred. For this purpose, in particular, the actual wording of the user in relation to the exercise of rights in question must be made available to eGENTIC. The Partner shall ensure that he receives the necessary information in order to comply with the above-mentioned obligations, and in particular, when he uses a service provider for contacting the user.

7.3 Two (2) days prior to the date of transmission of the Newsletter, the start of the Push-Notification or put online the Banner, the Partner shall provide all advertising material and Tracking-URLs. The Partner shall communicate any changes and/or amendments of the provided advertisement without undue delay.

7.4 The Partner accepts eGENTIC's right to refuse any provided advertising material at any time without giving any reason.

7.5 The Partner agrees with the use of his company logo, company name and/or lettering in the advertisement. Moreover, he agrees to serve the needs of the advertisement.

7.6 Furthermore, hereby a respective nonexclusive, nontransferable and revocable right to use the Advertising Material for advertising purposes is also granted by the Partner to a Publisher in BBA, if the distribution of the advertising material shall be performed through BBA. The Partner expressly agrees to grant such a license to the Publisher. The Publisher is only entitled to use

the Advertising Material for the chosen channel in the IO to the extent necessary.

7.7 The Partner agrees, by choosing the product Affiliate, independently of the options, that a Publisher of BBA places the advertising material for its provided channel, as ordered by the Partner. Furthermore, the Partner agrees by choosing a channel where a direct contact to user happen (e.g. Newsletter, sms, etc.), that the Publisher contacts individuals of his own database. These user are not users of eGENTIC's database. The Partner accepts that eGENTIC is not responsible or can be made liable for the advertising consents of the users contained in Publisher's database.

7.8 The Partner provides the advertising material for the channels and entitles the Publisher to use the advertising material during the time of the specific Campaign. eGENTIC has no influence regarding the transmission of rights of use

7.9 Additionally if Option 2 of any of the products is selected, that means the Partner is acting as an intermediary in this regard, the Partner commits himself to impose by contract on his Client the obligations stated in this T&Cs, including without limitation to the subparagraphs 7.1 – 7.9 as well as 8.1 – 8.3.

7.10 Upon the issue of an order with Option 2 of any of the products, the Partner acting as an intermediary shall assign to eGENTIC all and any payment claims against his Client under the contract on which this claim is based. eGENTIC hereby accepts this assignment (assignment for security). eGENTIC will be entitled to disclose and claim this to the Partner's Client in the event that eGENTIC's claim against the Partner has not been paid within the respective payment period stated in the invoice. The Partner agrees that this assignment is also valid, when his advertising material

shall be distributed through a Publisher in BBA.

7.11 The Partner knows that the Subsidiary is owner and operator of BBA, not eGENTIC. Therefore, he agrees that with signing the respective IO he expressly consents to the use of the Advertiser Terms and Conditions (hereinafter "AT&Cs") of the Subsidiary. The Partner accepts that a participation in BBA is not possible without accepting Subsidiary's AT&Cs, which can be viewed under www.egentic.com/termsandconditions

7.12 The Partner has the opportunity to provide eGENTIC with a blacklist. This blacklist is used to exclude users from the corresponding dispatch database. In such case, the partner agrees to comply with all related data protection requirements (e.g. to conclude a Data Processing Agreement).

8. Problem incidents

8.1 The Parties shall inform each other immediately if they gain knowledge that in a data record is the risk of an improper registration (e.g. unauthorised registration in the name of a third party) and/or the advertising consent has been revoked, withdrawn or a user asserts any other right. The data record in question will be blocked and no longer used, depending which right is asserted.

8.2 In the case of legal recourse by a third party who doubts whether a declaration of consent is effective, the Parties shall promptly inform each other of the facts and coordinate possible further procedure.

8.3 The Partner – also with reference to point 7.1 of this T&C - is responsible for the content and form of the advertising disseminated with the use of the data sets. Explicitly eGENTIC does not assess the advertising material provided by the Partner under legal aspects. If a third party seeks to

enforce a claim against eGENTIC and/or the respective Listowner due to the content or form of the advertising, the Partner shall indemnify eGENTIC, the respective Listowner and/or the respective Publisher against any claims that might arise and also assume responsibility for paying appropriate costs for legal defence. This regulation does not impair the right to assert an additional claim to damage compensation.

8.4 If the Partner decides that his advertising shall be distributed through BBA, however Option 1 or Option 2, he agrees that the respective Publisher is responsible for the legal compliance of the distribution of Partners advertising material, included but not limited to the existence and validity of the respective advertising consent. If a third party seeks to enforce a claim against the Partner due to the incompliance of distribution, e.g. an invalid consent and/or the misuse of the advertising content provided by the Partner, the Partner agrees that he has no rights to enforce a claim against eGENTIC.

9. Payment

9.1 The Partner pays on CPM-basis, CPL-basis, CPO-basis or CPC-basis, according to the specification in the IO.

9.2 All prices quoted are net of 19% VAT. Unless otherwise agreed, the invoice amount is payable within fourteen (14) days from the invoice date.

9.3 If the Partner chooses payment on CPL- or CPO-basis, the amount of generated leads has to be reported to eGENTIC within thirty (30) days after the date of dispatch. Otherwise eGENTIC is entitled to invoice on a EUR 50, 00 CPM basis.

9.4 eGENTIC is responsible to forward partner's report in point 9.3 to the publisher, to ensure the correct invoicing on publisher's side.

If a publisher seeks to enforce a claim against eGENTIC due to the

the failure of reporting on the Partner's side and consequently the inability of eGENTIC passing on the exact report to the publisher, the Partner shall indemnify eGENTIC against any claims that might arise thereof and assume responsibility for paying appropriate costs for legal defence. This regulation does not impair the right to assert any additional claims to damage compensation.

10. Data protection

10.1 In the case of, that the Partner acts as a contract processor for his client. The Partner shall guarantee that all the legal requirements for contract processing and data transfer will be observed, including where necessary any suitable guarantees that may be necessary in accordance with Art. 44 et seq. GDPR.

10.2 The Partner warrants that he will comply with the requirements under data protection law that apply to him and/or the contractual relationship, and that he will inform eGENTIC without delay if any circumstances arise that have implications under data protection law.

11. Sanction in the event of a violation

11.1 The Partner undertakes to pay to eGENTIC a contract penalty of up to EUR 15,000.00 for each culpable breach of the provisions of these T&Cs, depending on the seriousness of the offence and the degree of culpability of the Contractual Partner. This provision does not impair the right to assert a claim for compensation for damages.

11.2 In cases of the E-Mail Option 2, Affiliate Option 2 and Push Option 2 the Partner is obliged to impose the same penalty on his Client for the benefit of eGENTIC, so eGENTIC may assert a claim directly against the Client in cases of violation.

12. Final provisions

12.1 Once the Partner has accepted these T&Cs by issuing the first IO, these T&Cs are concluded for an

indefinite time and can be terminated by the Partner with notice of one (1) week. eGENTIC is entitled to terminate these T&Cs at any time with immediate effect. In cases of termination of these T&Cs any current campaign – ordered through an IO – must be processed and finished within this notice period. Any IO can be terminated separately according to the respective regulation stated in the IO.

12.2 Unless expressly agreed by eGENTIC, all Partners' terms and conditions are rejected.

12.3 All individual IO's concluded in connection with these T&C become an integral part of these T&C. In cases of any dissent between this T&C and the IO, the regulations in the IO have priority.

12.4 Both Parties are obligated to keep secret the conditions agreed in these T&Cs and the contents of these T&Cs, unless they are obliged due to legal or other judicial order.

12.5 eGENTIC is allowed to mention the Partner as reference customer by using the name and the company logo.

12.6 If one or more of the provisions of these T&Cs should be or become legally invalid, this will not affect the validity of the remaining provisions. The invalid provision must be replaced as quickly as possible by a provision with a content that in business-economic terms approximates that of the legally invalid provision as closely as possible.

12.7 Changes and additions to these T&Cs, including this written form requirement, must be set out in writing to be effective. The Parties also agree that for the purposes of complying with the written form, an electronic signature in the DocuSign or EchoSign procedure is sufficient.

12.8 German law applies. The place of jurisdiction is Frankfurt am Main