

INSERTION ORDER

Date _____

Agency Name _____

Brand/Campaign Name _____

Rate Type _____

Invoice Information

Company _____

Phone _____

Email _____

Address _____

Contact For This Order

Name _____

Phone _____

Email _____

Booking Order Information

Campaign Name	Start - End State	Product Type	Technology	Placement Country	Banner Sizes	Campaign Target	Unit Cost	Campaign Budget

SubTotal

Total (Billable)		EUR
Total Target		

Total

Gross Campaign Budget		EUR
Net Campaign Budget		EUR
Additional Products		EUR
		EUR
Total IO Value		EUR

Additional Information (e.g targeting and location)

01. Agency: _____

02. Client: _____

03. Run-time: _____

04. Ad Impressions: _____

05. Budget: _____

06. Campaign Details:

Terms of Payment:

All Matthias & Associates ("M&A") invoices shall be paid by the client in accordance with the payment conditions stated in this Insertion Order:

- M&A shall invoice 100% of the Fee of this Insertion Order after signing the contract.
- Client must make the payment within 7 working days after the invoice issue date.
- If payment is not made within 7 working days after the invoice due date, the account may be placed in default. M&A reserves the right, at its discretion, to suspend active campaigns and future orders from client during this period, until payment arrangements have been confirmed.
- If, after notice of default, the client remains in default of its payment obligation, the claim may be put out for collection by a third party. All costs of collection, including reasonable legal fees and expenses, incurred by M&A shall be paid by the Advertiser. The Advertiser shall pay all sales, use, excise and other taxes which may be levied upon either party in connection with this Advertiser Agreement, except for income taxes.
- Any modifications to the above terms must be specified in the 'additional information' section of this insertion order.

Data Privacy & Security Policy

- M&A, in compliance with the General Data Protection Regulation (GDPR), will retain personal data generated from this campaign for a maximum of one year from the campaign end date.
 - If you wish to retain the data for longer than this period, it will be agreed upon in the 'additional information' section of this insertion order.
- Read the full policy with respect to GDPR [here](#).

Order Cancellation Policy

- A campaign order may be cancelled by either party within 10 days of signing of this insertion order.
- In the event a campaign is cancelled, the client will be invoiced for the value of this contract that has been delivered (impressions / clicks, calculated on CPM or CPC basis) from signing until cancellation.

Authorization

Name:	Signature & Company Stamp:

AAAA/IAB Standard Terms:

The insertion order ("IO") is governed by the AAAA/IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the "Terms and Conditions"), and the terms of this Amendment ("Amendment"). Capitalized terms that are not defined below shall have the meaning ascribed to them in the Terms and Conditions; except as specifically modified herein, the Terms and Conditions shall remain in effect. The IO, the Terms and Conditions, and this Amendment shall collectively be referred to as the "Agreement." In the event an IO is executed directly by the Advertiser, all obligations of "Agency" and "Advertiser" under the Agreement shall be performed by Advertiser. [Full IAB Terms Here](#)

Amendment to IAB Standard Terms:

It is understood that Media Company is a mobile advertising network primarily composed of third-party mobile inventory ("Network"). References to Media Company's Site shall be deemed to be references to the Network. Except as expressly provided here in or in an Insertion order, Media Company makes no representations or warranties in relation to the Agreement, its performance hereunder, or any mobile sites or other properties owned, operated or represented by it, including (without limitation) any implied warranties of merchantability, non-infringement, fitness for a particular purpose, or implied warranties arising out of course of dealing, course of performance or usage of trade. Without limiting the foregoing, Media Company does not guaranty or warrant that any particular number of users will view the Ads, click on the Ads or make any purchases after clicking on the Ads. All fees payable under an IO: (a) are exclusive of any applicable sales, use, gross receipts, value added, or similar transaction based taxes, and (b) will be paid without deduction nor withholding of any present or future taxes. To the extent that Media Company is required to collect and/or remit any such taxes in connection with an IO, Advertiser will reimburse Media Company for such taxes. Notwithstanding anything to the contrary in Section I or any other provision of the Terms and Conditions, Media Company's acceptance of an IO will be effective only via a signed written document transmitted by fax, internet, in Germany registered mail or courier service and Agency/Advertiser's unilateral amendments to an IO or the Terms and Conditions shall be deemed null and void. Section VII of the Terms and Conditions shall be deemed deleted. Except in connection with the indemnification obligation under Section X(a) of the Terms and Conditions, Media Companies (including all companies whose sites and properties are included as part of the Network ("Participating Companies") liability to Agency and Advertiser from all causes of action and all theories of liability will be limited to direct damages only and will not, in the aggregate, exceed the fees actually received by Media Company from Agency in connection with the IO to which such claims relate. Participating Companies shall be deemed third party beneficiaries of Agency/Advertiser's obligations hereunder including Agency/Advertiser's indemnity obligations, and shall have the right to enforce the same. Nothing in this Agreement will operate to exclude liability for death or personal injury caused by the negligence of the Agency, Advertiser, Media Company, or that of the employees, agents or subcontractors of any of the Agency, Advertiser or Media Company. The following shall be added to the end of section XII.d.ii. of the Terms and Conditions: For the avoidance of doubt, and notwithstanding anything contained in the Agreement, Media Company may use aggregate data and/or non-personally identifiable data that is generated or collected in connection with the IO (collectively "Permitted Data") for reporting purposes, optimizing network performance, and other legitimate business purposes of Media Company, so long as the Permitted Data or its use does not identify Advertiser (or Advertiser's brand), and is not used to target based upon Advertiser's (or Advertiser brand's) identity. Section XIV.c. shall be deleted and replaced with the following: The Terms and Conditions, this Amendment, and the related IO constitute the entire agreement of the parties with respect to the subject matter and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same document. For purposes of Section XIV(d) of the Terms and Conditions, all IOs will be governed by the laws of Germany, and Advertiser agrees that it will bring any claims, legal proceeding or litigation arising in connection with the Agreement only in Germany. Section XIV.e. shall be deleted and replaced with the following: Any notice required to be delivered hereunder will be deemed delivered three days after deposit, postage paid, in Germany registered mail, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically or by fax. All notices to Media Company and Agency will be sent to the contact as noted on the IO with a copy to the Legal Department. All notices to Advertiser will be sent to the address specified on the IO.