



General Terms and Conditions of SevenOne Media GmbH

Dependent on the services agreed, the following conditions apply for the range of services provided by SevenOne Media GmbH:

- A. General conditions for all services**
- B. Special conditions for TV services**
- C. Special conditions for online services**
- D. Special conditions for teletext services**

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A. General conditions for all services

A.1. Contracting parties and object of the contract

SevenOne Media GmbH [hereinafter "SevenOne Media"] is a wholly affiliated company of ProSiebenSat.1 Media AG. In addition to SevenOne Interactive GmbH [hereinafter "SevenOne Interactive"], SevenOne Media also markets advertising time and forms of advertising on the television stations ProSieben, Sat.1, kabeleins and N24 and 9Live [hereinafter "television stations"], and - within the scope of convergent advertising - their Internet and teletext page offers, and mobile services.

Marketing is effected in the company's own name and in compliance with internal regulations on behalf of the relevant television station and/or SevenOne Intermedia GmbH [hereinafter "SevenOne Intermedia"], which is wholly affiliated to SevenOne Media.

SevenOne Media may be contracted either by the advertiser or by an agency on behalf of the advertiser.

Object of the contract is the range of reciprocal services between the contracting parties as established in this contract.

A.2. Scope of application

A.2.1.] The General Terms and Conditions [hereinafter "GTC"] of SevenOne Media regulate the contractual relationships between SevenOne Media and its clients [advertisers].

A.2.2.] Insofar as not otherwise agreed in writing, the GTC of SevenOne Media shall apply exclusively for the contractual relationship. Deviations from these GTC and any verbal agreements shall only be effective where confirmed in writing by SevenOne Media. Any amendment of this requirement of form will only be effective where confirmed in writing. Any general contractual provisions or general terms and conditions of the client are hereby expressly precluded. This shall also apply where no express objection has been raised in respect of the client's conditions and/or SevenOne Media renders performance without objection.

A.2.3.] The client will be notified of any changes to these GTC by email or fax. Such changes shall be deemed accepted where the client does not raise objections vis-à-vis SevenOne Media in writing within one month following notification of the changes.

A.2.4.] Insofar as provisions of the General Terms and Conditions and special conditions of these GTC are in conflict, in case of doubt, the provisions of the special conditions of these GTC will apply.

A.3. Formation of contract

A.3.1.] SevenOne Media offers are subject to change without notice, that is, are non-binding and are subject to the availability of the services offered.

A.3.2.] Formation of contract is exclusively effected by means of written acceptance from SevenOne Media of the offer accepted by the client, or through the rendering of performance by SevenOne Media. The contract will apply on the basis of the content confirmed by SevenOne Media, insofar as the client has not submitted a written objection to the contract content within three working days of receipt of such.

A.3.3.] Orders placed by agencies must accurately specify the advertiser by name [name, complete address and other data potentially required by SevenOne Media in certain cases]. SevenOne Media may require agencies to provide verification of the client relationship concerned. The calendar year applies with regard to orders. The contractual relationship is with the agency in such case. Billing is directed to the agency.

In the event that the advertising agency is the client, upon formation of the contract it hereby assigns to SevenOne Media all claims for payment vis-à-vis its customers that ensue from the advertising contract upon which the claim is based. SevenOne Media hereby accepts any such assignment [assignment of accounts receivable] and is entitled to effect commensurate disclosure vis-à-vis the agency's customer where the debt has not been settled within one month of the due date.

A.3.4.] In the case of agency bookings, SevenOne Media reserves the right to also forward booking confirmations to the customer.

A.3.5.] The consolidation of a number of clients within one commercial [so-called association advertising] is subject to the express written agreement of SevenOne Media. All the clients are to be specified by name. SevenOne Media is entitled to levy an association surcharge of 20% [twenty percent] for two clients and 30% [thirty percent] for three or more clients.

This provision does not apply to wholly affiliated group companies. Wholly affiliated group companies are companies within the meaning of Section 15 of the German Companies Act [AktG].

A.3.6.] To the extent that these GTC refer to program structures/schedules, price groups or price lists of the television stations and/or SevenOne Interactive, these shall be deemed elements of the GTC. The client is to confirm receipt of this documentation prior to conclusion of contract.

A.4. Warranty

A.4.1.] Within 12 [twelve] working days following performance of the contractual service at the latest, the client is to provide SevenOne Media with written notification that the broadcast was essentially carried out in accordance with the contract ["acceptance"], or notify SevenOne Media that acceptance is rejected or that performance was not carried out in full. Performance shall be deemed accepted in the absence of such notification to SevenOne Media within the specified period.

A.4.2.] In the event that contractual obligations cannot be performed, cannot be performed on schedule, or cannot be performed in due form as a result of force majeure, SevenOne Media will be released from its obligation to perform for the duration of the force majeure event. "Force majeure" shall exclusively relate to any events where the cause of such lies outside the control of SevenOne Media.

A.4.3.] Where contractual performance cannot be rendered, cannot be rendered on schedule, or cannot be rendered in due form for program-related reasons and/or for reasons occasioned by SevenOne Media, at its own choice and within the scope of availability, SevenOne Media is to ensure performance as per order by means of remedial performance. The form of remedial performance shall be at the reasonable discretion of SevenOne Media. In the event of unsuccessful remedial performance, the client is entitled to require a reduction in the purchase price commensurate with the extent of the shortfall in performance.

A.4.4.] The rights specified in paragraphs [2] and [3] above are barred by limitation following a period of 12 months from the time the client gains knowledge of the performance not rendered or not rendered as per order.

A.5. Liability on the part of SevenOne Media

A.5.1.] Within the scope of and in accordance with the terms of this agreement, SevenOne Media is liable for damages to the contracting party

- resulting from wrongful intention or gross negligence on the part of SevenOne Media, its legal representatives, or senior vicarious agents,
- resulting from the infringement of an obligation by SevenOne Media, which is of material importance for effecting the purpose of the contract [cardinal obligations],
- where the claims are asserted on the basis of the Product Liability Act [Produkthaftungsgesetz],
- where, in contracts of sale or service contracts, SevenOne Media has guaranteed the quality of the object or been willfully deceitful,
- from injury to life, body or health resulting from a breach of duty by SevenOne Media, one of its legal representative or vicarious agents.

A.5.2.] SevenOne Media is liable without restriction for all damage suffered as a result of wrongful intention or gross negligence, and for injury to life, body or health. In remainder, claims for damages are limited to foreseeable damage that is typical to the contract and in the case of delayed performance to 5% of the order value. Liability in accordance with the Product Liability Act remains without prejudice herefrom.

A.5.3.] Insofar as SevenOne Media is only liable for typically foreseeable damage pursuant to [2] above, it shall not be liable for indirect damage, consequential damage or loss of profit.

A.5.4.] Irrespective of legal foundation, liability on the part of SevenOne Media is excluded in all cases other than those specified in [1] to [2] above.

A.5.5.] Insofar as liability on the part of SevenOne Media is excluded, such exclusion shall also apply with respect to the personal liability of any employees, representatives, and vicarious agents of SevenOne Media.

A.6. Legal responsibility

The client bears sole legal responsibility, in particular, responsibility under the provisions of media, press, and advertising law, for the content of all provided commercials/co-operation content, particularly any material made available. The client is obliged to effect careful examination to ensure that any such content does not infringe statutory provisions or any applicable mutual advertising directives issued by the state media authorities [Landesmedienanstalten]. The client hereby guarantees that the respective content does not encroach upon any third-party rights; and further guarantees that it will not publish or make reference to any unlawful or immoral content within the scope of the co-operation. The client hereby agrees, upon first request, to fully indemnify SevenOne Media and/or the relevant Internet providers or television stations against any detriments that may arise vis-à-vis SevenOne Media on the basis of or in connection with performance of this contract. This will apply particularly in the event of any third-party claims, irrespective of legal foundation, and also extends to any resulting costs for legal defense.

A.7. Withdrawal

A.7.1.] Either party to the contract may cancel orders, withdrawing from the contract, up to six calendar weeks prior to broadcast date given objectively justifiable cause.

A.7.2.] SevenOne Media may withdraw from the contract at any time where performance of services owed by SevenOne Media is not possible for reasons of force majeure, or in the event of unforeseeable hindrances not occasioned by SevenOne Media that cannot be resolved at reasonable expense, such as program changes, for example. In particular, this shall include any measures or directives issued by official authorities or other governmental offices. In any such case, claims on the part of the client are precluded. Where SevenOne Media is

responsible for the hindrance to performance, it is not entitled to withdraw from the contract.

A.7.3.] The client may not withdraw from any contract, where the object of the said contract pertains to the broadcast of a commercial lasting more than 89 seconds or concerns format sponsoring [including trailer sponsoring] or title sponsoring.

A.7.4.] Should SevenOne Media agree, as an exception, to a request by the client to withdraw from the contract within the six calendar weeks prior to the scheduled broadcast date [campaign start], withdrawal will be effected subject to the imposition of a cancellation fee determined at the reasonable discretion of SevenOne Media. Any entitlement to cancellation on the part of the client irrespective of payment of a cancellation fee is precluded.

A.8. Extraordinary termination

A.8.1.] The two parties to the contract are entitled to terminate this contract with immediate effect in the instance of important reason.

Important reason entitling SevenOne Media to effect termination without notice shall be any instance where:

- the client becomes insolvent, particularly in the event of a petition for or commencement of judicial bankruptcy proceedings against its assets, or where commencement of bankruptcy proceedings is rejected due to lack of funds;
- the client resolves to liquidate its company or actually ceases its commercial activities;
- an adhortatory letter has been served against one and/or both parties and/or a ProSiebenSat.1 Media AG company in relation to a contractual service, and/or where a temporary injunction has been effected;
- the client infringes the authorization requirement pursuant to C.7. or D.8. below.

A.8.2.] All services rendered by SevenOne Media prior to receipt of termination are to be recompensed by the client in proportion to the extent of service performed. Further, fees already paid prior to termination will not be refunded.

A.9. Prices

A.9.1.] Prices for TV bookings effective upon conclusion of contract are based on the respective television station's scheduling data. As such, details of times

specified for respective price groups are to be understood as target times, which may also be subject to significant rescheduling. Prices for non-TV bookings effective upon conclusion of contract are based on the SevenOne Interactive price lists in the applicable version at the time of order acceptance. Therefore, in the event of changes to this data, SevenOne Media reserves the right to adjust its prices, including with respect to orders already agreed. Price amendments relating to agreed and confirmed orders will become effective following commensurate notification. In the event of an increase in price, the client is entitled to terminate the contract with immediate effect or reschedule advertising broadcasts irrespective of the period of notice [less than ten working days before broadcast] required by B.2.3. SevenOne Media is to be informed of such termination by written communication within three working days following receipt of information regarding the price increase by the client.

A.9.2.] Without prejudice to the aforestated provisions, SevenOne Media reserves the right to introduce special prices, including at short notice, as a consequence of any current modification to the range of services. Where the start of the period of performance agreed with the client is prior to the introduction of any such special price, the said client will be notified immediately; whereupon the client is to immediately confirm to SevenOne Media whether the agreed service is, nevertheless, to be performed at the scheduled time and that it subsequently agrees to pay the special price. Alternatively, the service owed by SevenOne Media will be broadcast at the next possible time slot within the same sector/field as originally booked for the service.

A.10. Discount

A.10.1.] Discounts listed in the relevant price list [respective current version] are granted with respect to the gross media volume [MB1] for advertising forms supplied within a calendar year. For teletext bookings, discount is calculated on the basis of the gross media volume booked at the time of invoicing; and for all other forms of media, on the basis of the gross media volume invoiced. Discounts are taken into account accordingly at the point of invoice. No additional discounts beyond those contractually agreed to terms for individual cases will be granted for the event of bookings at station 9Live.

A.10.2.] In the case of a number of advertisers, these will be considered as a single group for the purposes of granting discount where the companies in question are affiliated within the meaning of Section 15 of the German Companies Act [AktG]. Proof of affiliation must be submitted to SevenOne Media by, at the latest, 30 June of the calendar year.

A.10.3.] In all cases, group discounts are subject to express written confirmation from SevenOne Media upon conclusion of contract. The group position as at 1 January of the calendar year shall be decisive. Cessation of group affiliation is to be notified immediately; whereupon, following expiry of the month following cessation of group affiliation, the group discount will no longer apply.

A.10.4.] When acting as contracting party, agencies shall disclose all price reductions and/or discounts received to its advertiser clients as required and pass these on as applicable. In all other respects, the client partner shall maintain secrecy as towards third parties in relation to all performances received from SevenOne Media. This shall also apply following the end of the contractual relationship with SevenOne Media.

A.11. Terms of payment

A.11.1.] For classical bookings¹ [definition], invoicing occurs separately for the individual television stations effective from the start of the period of performance. For convergent bookings² [definition], invoicing for SevenOne Intermedia occurs not later than at the end of the first month of the period of performance. Outstanding amounts due are not paid until remitted to the designated SevenOne Media account. SevenOne Media reserves the right to require payment in advance.

Payment without deduction is immediately due following receipt of invoice. Default on payment will be deemed to have occurred 30 days following the due date and receipt of invoice.

Where payment of an advance invoice is received by the 15th day of the month of performance, SevenOne Media will grant a settlement discount of 2 percent; in all other cases, the period for settlement discount is ten calendar days. The settlement discount is granted subject to payment of all previous invoices.

A.11.2.] Bank charges will be borne by the client. Checks are only accepted by

¹ Communication via the advertising media of print, TV, radio, placard, cinema and Internet [classical campaigns].

² Convergent campaigns network new and traditional forms of media by means of a formal and thematic central theme, in consideration of the benefits of the respectively employed media. By nature of the fact that they offer the recipient new appeal in the form of individual value added, target groups are actively directed from one media to another. Note: within the market, the terms convergent and cross-media are used synonymously to some extent.

SevenOne Media as conditional payment. Payment on the part of the client shall only be deemed settled where the amount in question has cleared and is at the disposal of SevenOne Media.

A.11.3.] All advertising orders submitted by agencies receive a 15% reduction [AC] on invoice amount, subject to verification of agency status as long as the agency is billed directly; the reduction is applied before VAT tax, after trade allowances and before discounts. In the event of changes to discounts through credit entries or contra entries, the agency commission will be recalculated; which may in turn give rise to an additional charge or amount paid out.

A.11.4.] In the event of default in payment, SevenOne Media is entitled to refrain from rendering further performance. A right to refuse performance shall also exist in all cases where the financial position of the client deteriorates significantly. The right to claims for payment, including for services not yet rendered, remains without prejudice therefrom. SevenOne Media is entitled to charge interest on overdue accounts at 10 percent above the base-lending rate. The right to assert claims for further loss remains expressly reserved. The right of the client to furnish evidence of a lesser degree of loss due to default remains without prejudice therefrom.

A.11.5.] Any rights to offset will only be available to the client where its counterclaims are judicially non-appealable, uncontested or have been recognized by SevenOne Media. Furthermore, the client is only entitled to assert a right to refuse performance to the extent that its counterclaim is founded on the same contractual relationship and is judicially non-appealable, uncontested or has been recognized by SevenOne Media.

A.12. Production and material

A.12.1.] Wheresoever the contracting parties have agreed that production of the relevant service [for example, advertising measure/commercial] is to be effected by SevenOne Media, a wholly owned affiliated group company of SevenOne Media, or by a third party appointed by SevenOne Media, SevenOne Media or the relevant wholly owned affiliated group company of SevenOne Media will retain title to all intellectual property rights pertaining to the service.

A.12.2.] The client will provide SevenOne Media with the appropriate footage, image and text material as well as, where necessary, the sound material and music required for the production and/or placement or broadcast, free of charge and not later than two calendar weeks prior to the scheduled placement or broadcast. In the event of a delay in the submission of or subsequent changes to

the relevant material, no responsibility will be accepted for ensuring an orderly and due placement or broadcast. The client bears responsibility in terms of transmission of the material. In line with prior agreement, SevenOne Media will edit and, if necessary, animate the material as required.

Where SevenOne Media, a wholly affiliated SevenOne Media group company or a third party appointed by SevenOne Media assumes production of a service, the relevant agreed fee will be invoiced separately or itemized separately in the invoice. The relevant fee shall be due for payment in full immediately following invoicing. Clause A.10 does not apply.

Within the scope of effecting production, the completed work will be submitted to the client for the purpose of acceptance. Insofar as the client wishes for changes to be made with respect to the completed work, a correction phase is included in the fee. Further changes will be implemented according to separate calculation of cost to the client, provided the result of the completed work is not defective.

A.12.3.] SevenOne Media reserves the right to reject services [for example, commercials] or co-operation content [particularly material] provided by the client and/or prematurely discontinue broadcasting where substantial reason for such exists. Rejection or premature discontinuance will occur in all cases where the service provided infringes valid law and, in particular, where it infringes any applicable state media authority [Landesmedienanstalten] advertising directives or standards of common decency. Attention is hereby explicitly drawn to the fact that SevenOne Media will only examine services and co-operation content with regard to obvious infringements of the law. In remainder, SevenOne Media is also entitled to reject services or co-operation content on the basis of its origin, content, form, technical quality or for other contextual reason [for example, excessive repetition, incompatibility with a specific television station]. SevenOne Media is to notify the client of the reason for rejection without delay. In the event of rejection, the client is immediately obliged to provide new services or content that avoid any such reasons for rejection. Irrespective of any delay in providing or failure to provide new services or content, SevenOne Media will nevertheless retain the right to payment as if performance had been effected in accordance with agreement. Where performance is rendered by SevenOne Media despite any initial declaration of rejection, all original obligations incumbent upon the client to effect payment will remain without prejudice.

A.12.4.] Where the advertising measure is not publicly released or where the placement or broadcast is prematurely discontinued for reasons occasioned by the client, particularly as a result of late submission of documentation or material to SevenOne Media or defective or incorrect marking of such, SevenOne Media

will nevertheless be entitled to charge the client the due fee for the agreed performance.

A.12.5.] The obligation to store material [particularly layout proposals and details etc.] will cease upon expiry of the relevant period of performance. SevenOne Media will return the material to the client at risk and cost to the latter, wheresoever the client submits a written request for such to SevenOne Media within 10 days following expiry of the period of performance. In absence of this, SevenOne Media may destroy the material. SevenOne Media is entitled to retain the material until payment has been effected in full. In the event of damage or loss of material during storage thereof, SevenOne Media will only bear responsibility within the scope of clause A.5 above.

A.13. Right of use

A.13.1.] With the exception of GEMA Repertoire TV broadcasting rights, the client hereby guarantees that it holds title to all necessary rights pertaining to the contractual use of services and content provided on its part [for example, image and text material, music] and, in particular, that it is availed of all necessary copyrights, trademark rights, ancillary copyrights, personal rights and other rights and, for the purposes of fulfilling the contract, is capable of assigning such rights to SevenOne Media, temporally, geographically and contextually, to the extent necessary for execution of the order.

The television and online rights of use are assigned without geographical restriction in all cases, and authorize broadcast or placement by means of all known technical procedures and all known forms of television and Internet provision.

A.13.2.] The client hereby extends to SevenOne Media all copyrights, ancillary copyrights and other rights necessary to permit use of the transferred content in respect of the object of the contract; particularly the right to edit, duplicate, disseminate, broadcast [especially free TV, pay TV, pay-per-view], effect retrieval from a databank and call up, temporally, geographically and contextually, to the extent necessary for performance of contract, and also, in particular, the right to transfer the aforementioned rights to third parties commissioned with effecting placement or broadcast. At first request, the client will fully indemnify SevenOne Media and/or the relevant television station against all third-party claims; namely, through the payment of a monetary sum and compensation of any further damage. The client is obliged to support SevenOne Media in all good faith with information and documentation for the purpose of legal defense vis-à-vis third parties.

A.13.3.] SevenOne Media and/or the relevant third party will retain all copyrights, ancillary copyrights and other rights to advertising measures [for example, layouts etc.] effected by SevenOne Media and/or the appointed third party. Use of such advertising measures by the client outside the scope of the respective co-operation project is subject to prior approval by SevenOne Media [license]; where required, against payment of an individually negotiated licensing fee.

A.14. Confidentiality

A.14.1.] Except as provided under A.14.3. and A.14.4. below, the parties to the contract agree to maintain confidentiality with regard to all information and data received by the respective counterparty in connection with fulfilment of the contract, and to prevent access to such by third parties. This applies, in particular, with respect to price lists and contracts. This obligation shall also persist following termination of this contract.

A.14.2.] Third parties within the meaning of this clause of the GTC are companies not wholly affiliated to SevenOne Media.

A.14.3.] When acting as contracting party, agencies agree to inform their advertiser clients that the business relationship between SevenOne Media and the respective agency may include other services than providing advertising slots to advertisers in connection with which SevenOne Media may grant trade allowances and/or discounts to the agency. The agency shall disclose all payments, price reductions and/or discounts received to its advertiser clients as required and pass these on as applicable.

A.15. Concluding provisions

A.15.1.] The law of the Federal Republic of Germany applies. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are without application. Legal venue for any disputes arising from this contractual relationship is hereby agreed as Munich; SevenOne Media is, however, entitled to instigate judicial proceedings at any alternative legal venue permitted in law.

A.15.2.] Should one or more provisions of these GTC be or become inoperative, the validity of all other provisions or agreements shall remain without prejudice. The contracting parties will replace the inoperative provision with an alternative most closely meeting the economic purpose of the inoperative provision. The same will apply in the event of any loopholes in the contract.

A.15.3.] Amendments and supplements to this contract, including amendment of

this clause, require written form. Any declaration of termination or withdrawal from the contract is subject to written form. Written form within the meaning of this clause shall be the written form pursuant to Section 126 [1] and [2] of the German Civil Code [BGB]. Written form may, however, be effected by fax.

B. Special conditions for TV services

B.1. Scope of application

In addition to the general conditions in Part A of these GTC, these special conditions for TV services govern the contractual relations between SevenOne Media and clients with respect to the broadcasting of TV commercials [hereinafter “commercials”].

B.2. Booking commercials

B.2.1.] Advertisements [commercials] of any length of time beginning at four seconds, as desired by the client, can be booked with the television stations marketed by SevenOne Media. The price of the broadcast is calculated per second according to the respective price group and duration of the individual commercial.

B.2.2.] Commercials booked will be placed within the agreed price group by SevenOne Media, subject to changes according to clause A.9. Price groups for individual television stations result from the program structure/schedule for the respective television station applicable at the time of acknowledgement of order by SevenOne Media. In the absence of separate written agreement, no right exists for placement of the commercial within a specific advertising block and/or any specific positioning of the commercial within a given advertising block. SevenOne Media is entitled to impose a surcharge for booking a specific advertising block or specific position within a given advertising block. SevenOne Media will make every effort to facilitate broadcast of the commercial in a particular advertising block as requested by the client; however, cannot provide any form of guarantee in this respect. Furthermore, SevenOne Media cannot guarantee that no other advertising blocks are offered or broadcast in addition to those detailed in the program schedule.

B.2.3.] SevenOne Media and the client are entitled to alter bookings relating to placement of commercial transmissions effected on the basis of the contract up to six calendar weeks prior to broadcast. The client may alter bookings for agreed commercial transmission [change to price group booked, length of commercial, and time of broadcast], provided that the request to amend the booking is submitted in writing to SevenOne Media no later than ten working days [Monday to Friday] prior to the agreed broadcast date, the agreed booking volume [total fee according to the relevant price list] is maintained, broadcasting of the re-booked volume is not significantly later than the originally booked volume, and SevenOne Media has sufficient free capacity to accommodate the newly requested broadcast slot.

B.2.4.] In addition, SevenOne Media reserves the right to reschedule the commercial broadcast slot in individual cases, subject to maintaining the overall media performance as agreed and in consideration of the interests of the client [right to reschedule]; whereby this shall not influence the status of the contract or the contractual obligations of the parties thereto.

B.2.5.] SevenOne Media reserves the right to reject multiple or cross-referenced commercials within one or several advertising blocks.

B.2.6.] Exclusion of competitive commercials cannot be granted within a single advertising block or at group level.

B.3. Legality of commercials and rights of use

The client is solely responsible for the content of commercials and is obliged to effect careful examination to ensure that commercials do not infringe statutory provisions or the respectively applicable common advertising directives issued by state media authorities [Landesmedienanstalten]. With respect to bookings for television stations licensed by the Independent Television Commission [ITC], the commercials must not infringe any ITC directives, particularly "The ITC Code of Advertising Standards and Practice", "The ITC Code of Programme Sponsorship" and "The Financial Services Act 1986". The client is obliged to ensure that commercials do not contravene any other provisions of press, advertising and antitrust law or legal provisions for the protection of children and young persons, and that the commercials do not violate third-party rights. At first request, the client will indemnify SevenOne Media against any claims asserted by third parties and against all costs arising in connection with an infringement of this obligation. SevenOne Media and/or the respective television station are not obliged to view or inspect commercials prior to acceptance of the booking; this also applies with respect to any references in the commercial to website addresses and telephone numbers of the client as well as their content

The client may not include third parties, particularly trading partners, in the commercial.

B.4. Broadcast material

B.4.1.] The client is obliged to provide SevenOne Media with all necessary materials in relation to the broadcast [format schedules and broadcast copy], in addition to any new advertising commercials/formats no later than five working days prior to the agreed broadcast slot. The client bears sole responsibility for the technical and contextual quality of the broadcast copy. The broadcast copy is to

be submitted to SevenOne Media in the form of PAL broadcast norm videotapes in Betacam SP format, Betacam digital or in accordance with resolution standard D1. Where the broadcast copy is supplied in other formats, SevenOne Media will charge all re-recording costs to the client. In the case of frequent transmission, the client is to provide SevenOne Media with an additional broadcast copy of the commercial.

B.4.2.] The broadcast copy should be sent to:

Company address:

SevenOne Media GmbH
Motif Disposition
Beta-Straße 10 i
85774 Unterfoehring
Germany

Delivery address for courier consignments:

SevenOne Media GmbH
Motif Disposition
Gutenbergstr. 3
85774 Unterfoehring
Germany

SevenOne Media will forward all respective formats to third parties commissioned with broadcast processing by the television station without delay and hereby assures that transportation of broadcast material will be carried out exclusively by reputable transport companies [for example, UPS]. However, SevenOne Media accepts no liability for damage resulting from transportation of broadcast material for which it is not responsible.

B.4.3.] The obligation to store documentation and broadcast copies ceases following final broadcast of the commercial in accordance with the contract. SevenOne Media will return documentation and the broadcast copy to the client at the risk and cost of the latter, wheresoever the client submits a written request for such to SevenOne Media within 10 days following the final broadcast. SevenOne Media accepts no responsibility for damage or loss of broadcast material during storage or return transportation of the said material unless SevenOne Media has acted with wrongful intention or negligently. In absence of this, SevenOne Media may destroy the material. SevenOne Media is entitled to retain the documentation and broadcast copy until payment has been effected in full.

B.4.4.] At the time of submitting the broadcast copy, the client is obliged to provide SevenOne Media with all details necessary for settlement of payments to GEMA [German collecting society] or other collecting societies; in particular, details of the producer, publisher, composer, as well as the title and length of advertising music.

B.4.5.] Where broadcast of the commercial is not performed for reasons occasioned by the client, particularly as a result of late submission of documentation or broadcast copies to SevenOne Media or defective or incorrect marking of such, SevenOne Media will nevertheless be entitled to charge the client the due fee for the agreed broadcast time.

B.5. Other

Contracts for the broadcast of TV advertising by several television stations are deemed to be respectively independent contracts and, in terms of their status, will be treated as independent contractual relationships in relation to broadcasts by each individual television station, independent of any concurrent bookings and/or concurrent confirmation of bookings.

C. Special conditions for online services

C.1. Scope of application

In addition to the general conditions in Part A of these GTC, these special conditions for online services govern the contractual relations between SevenOne Media and its clients with respect to the booking of commercial advertising measures [hereinafter “advertising measures”] in the field of online services.

C.2. Booking advertising measures

C.2.1.] During the media period agreed between the contracting parties, SevenOne Media will book advertising measures on the agreed website of the relevant operator or provider of the respective Internet offer [hereinafter “Internet provider”].

The websites and areas offered by the respective Internet provider derive from the relevant product descriptions applicable at the time of acknowledgement of order by SevenOne Media. SevenOne Media will make every effort to facilitate placement of the advertising measure on an Internet page/area as requested by the client; however, cannot provide any form of guarantee in this respect. Furthermore, SevenOne Media cannot guarantee that no other Internet pages/areas are offered in addition to those detailed in the media data. The client is not availed of any right to maintain a specific period of access to the respective Internet page.

C.2.2.] SevenOne Media and the client are entitled to alter placement of advertising measures up to one week prior to the scheduled placement, insofar as any such changes are reasonable for the other contracting party. The client may alter bookings for agreed advertising measures [change of website booked, placement area and placement period], provided that the request to alter the booking is submitted in writing to SevenOne Media no later than two working days prior to the agreed placement date, the agreed booking volume [total fee according to the relevant price list] is maintained, placement of the re-booked volume is not significantly later than the originally booked volume, and SevenOne Media has sufficient free capacity to accommodate the newly requested placement date.

C.2.3.] Exclusion of competitive material on an Internet page also cannot be guaranteed, that is, placement of advertisements by competitors of the client during the same period and on the same Internet page cannot be excluded.

C.2.4.] In exceptional cases, provision of advertising media via an external

Adserver may be permitted by SevenOne Media. In any such cases, SevenOne Media reserves the right to view the relevant advertising format prior to its placement and, if necessary, decline placement. The client is obliged to submit this advertising format to SevenOne Media for the purpose of viewing and also notify SevenOne Media of any subsequent changes.

C.2.5.] SevenOne Media will supply the client with information - in a format specified by SevenOne Media - detailing the number of AdImpressions¹ [definition] and/or AdClicks² [definition] effected during the campaign. In this respect the data ascertained by SevenOne Media via its AdServer³ [definition] will be decisive.

C.3. Material

C.3.1.] The client is obliged to provide SevenOne Media with all necessary materials in relation to placement of the advertising measure free of charge prior to the agreed placement date. The client bears sole responsibility for the technical and contextual quality of the material.

C.3.2.] The technical specifications of SevenOne Media valid at the time of placement and which are available on the Internet [<http://www.sevenoneinteractive.de>] shall be decisive. Irrespective of the advertising form, these define the technical quality of the material, the deadline by which material must be supplied prior to placement, and the method by which material must be supplied.

C.3.3.] Where a technical specification is not defined for the advertising format, the deadline for submission is 10 working days prior to the agreed placement date; whereby the material is to be sent via email to: banner@SevenOneInteractive.de.

¹ Measurement procedure for advertising objects, for example, banners. AdImpressions record the number of contacts made with respect to an online advertisement on a website. They indicate the actual number of advertising media contacts. An advertisement record that states the number of banners sent via an AdServer.

² Advertise Click. Shows the number of clicks on a link to the advertisers offer. AdClicks indicate the number of advertising media contacts actually made.

³ AdServer technology is used to optimize advertising placed on the Internet. AdServers manage the entire advertising process, from booking, through placement and response evaluation. Various different rules can be defined that determine the placing of a format by the AdServer. As such, the AdServer ensures that the right advertisement is sent to the advertising space booked at the right time.

C.4. Placement

C.4.1.] Placement will be effected in the resolution quality normal for the relevant Internet provider and dependent on the technical standard of the Internet user's technical equipment.

C.4.2.] The client is obliged to check the placed advertising measure immediately following the first placement and provide notification of any errors within the first week of placement. Upon expiry of this period, any errors will be deemed accepted. Should the client require change to the commercial advertisement following expiry of the above period, it will be obliged to bear the cost of effecting any such change.

C.4.3.] In the event of failure to submit the advertising media on schedule and/or in accordance with the technical specifications, or in the event that it is submitted incompletely, SevenOne Media is entitled to fill the intended placement by other means until such time as submission has been correctly effected.

Performance of the contract will then be subsequently effected at the discretion of SevenOne Media. The client nevertheless remains under obligation to pay the full placement price.

C.5. Other

SevenOne Media is entitled to disclose the client's gross advertising turnover in relation to products and forward such to Nielsen Media Research or to comparable institutions.

C.6. Legal responsibility

C.6.1.] The client hereby guarantees that the content of its business teleservices does not infringe any legal provisions and, in particular, that it does not contravene the provisions of the Teledienstegesetz [German Teleservices Act], the Teledienstedatenschutzgesetz [German Teleservices Data Protection Act] or antitrust law.

C.6.2.] At first request, the client will fully indemnify SevenOne Media from any third-party claims in this respect. The General Terms and Conditions apply in remainder.

C.7. Transfer of use to third parties

Where the client intends to transfer use of the commissioned area to a third party, it is required to obtain prior authorization from SevenOne Media. SevenOne Media will only authorize such transfer, insofar as the client is able to furnish evidence of justified interest. Interests existing at the time of conclusion of contract will not be deemed justified interests in this respect.

D. Special conditions for teletext services

D.1. Scope of application

In addition to the general conditions in Part A of these GTC, these special conditions for teletext services govern the contractual relations between SevenOne Media and its clients with respect to the booking of teletext advertising [hereinafter “TT advertising”].

D.2. Booking teletext advertising

D.2.1.] SevenOne Media will place TT advertising within the category and under a page number as agreed. The categories and environment for TT offers derive from the relevant program structure/schedule applicable at the time of acknowledgement of order by SevenOne Media. No right exists for placement of TT advertising/TT advertising lines in a specific position on a given TT page. SevenOne Media will make every effort to facilitate transmission of the TT advertising in a teletext page position as requested by the client; however, cannot provide any form of guarantee in this respect. Furthermore, SevenOne Media cannot guarantee that no other TT pages are offered in addition to those detailed in the program schedule. The client is not availed of any right to maintain a specific period of access or specific number on the respective TT page.

D.2.2.] SevenOne Media and the client are entitled to alter bookings relating to placement of advertisements up to six calendar weeks prior to transmission, insofar as any such changes are reasonable for the other contracting party. The client may alter bookings for agreed advertising transmissions [change of media form booked, page placement, TT text length and period of transmission], provided that the request to alter the booking is submitted in writing to SevenOne Media no later than two working days prior to the agreed transmission date, the agreed booking volume [total fee according to the relevant price list] is maintained, transmission of the re-booked volume is not significantly later than the originally booked volume, and SevenOne Media has sufficient free capacity to accommodate the newly requested transmission date.

Changing the content and format of previously booked advertising transmissions is possible up to a maximum of three times per week.

D.2.3.] Exclusion of competitive material on a TT page also cannot be guaranteed, that is, transmission of advertisements by competitors of the client during the same period and on the same TT page cannot be excluded.

D.2.4.] SevenOne Media reserves the right to reject multiple or cross-referenced TT advertisements within one or several TT page[s].

Advertising must be plainly recognizable as such and clearly separate from all other content of the offer. In line with the clear obligation to designate advertising as such, the advertising page must be marked with an -w- ["Werbung" = advertising].

D.3. Ordinary termination

D.3.1.] During the contract period, both contracting parties are entitled to effect ordinary termination of the contract with respect to teletext services, subject to a notice of termination of six calendar weeks; whereby the following applies:

In the event that, in addition to teletext services, the object of the contract relates to other services [especially TV, online, print], the contract may not be terminated with respect to teletext services or any other individual service therein. Where the object of the contract solely relates to teletext services, the contract as a whole may be terminated.

D.3.2.] Termination of the contract in accordance with this clause by the client will incur a discount reversal obligation; whereby the client is obliged to repay SevenOne Media any discount previously extended.

D.4. Material

D.4.1.] The client is obliged to provide SevenOne Media with all necessary materials [TT formats/TT texts] in relation to transmission of the TT advertising 10 working days prior to the agreed broadcast date.

D.4.2.] TT advertising material should be sent to:

SevenOne Interactive GmbH
Sales & Service Teletext
Betastrasse 10 D
85774 Unterfoehring
Germany

or by email to:
grafik@SevenOneInteractive.de

D.5. Transmission

D.5.1.] Transmission will be effected in the normal resolution quality for the teletext offer booked.

D.5.2.] The client is obliged to check the transmitted TT advertising immediately following the first transmission and provide notification of any errors within the first week of transmission. Upon expiry of this period, any errors will be deemed accepted. Should the client require change to the TT advertising following expiry of the above period, it will be obliged to bear the cost of effecting any such change.

D.6. Warranty

The teletext pages are offered with 98% availability in relation to the monthly mean per television station. Unavailable pages result from temporary interruptions due to technical equipment modifications or other measures necessary for proper or improved operation.

Clause A.4 of the General Terms and Condition remains without prejudice.

D.7. Transmission footprint

Attention is hereby explicitly drawn to the fact that transmissions of TT advertising outside the Federal Republic of Germany may experience cross fading from regional advertising windows.

D.8. Transfer of use to third parties

Where the client intends to transfer use of the commissioned TT advertising space to a third party, it is required to obtain prior authorization from SevenOne Media. SevenOne Media will only authorize such transfer, insofar as the client is able to furnish evidence of justified interest. Interests existing at the time of conclusion of contract will not be deemed justified interests in this respect.

E. Special Conditions for advertising on impulsTV

E.1. Scope

These Special Conditions for advertising on impulsTV shall regulate, together with the General Conditions in Section A. of these General Terms and Conditions, the contractual relations between SevenOne Media and its contractual partners for broadcasting advertising on the impulsTV medium to be described in greater detail below.

SevenOne Media is the exclusive marketer on its own behalf and on the account of others for advertising time on the impulsTV medium operated by smart point media AG [hereinafter referred to as "spm"] at retailers [i.e. self-service warehouse stores, consumer markets and supermarkets]. The advertising messages are broadcast over the Internet onto on-site terminals where they are stored and then displayed on the monitors.

E.2. Advertising booking

E.2.1.] Adverting [spots] can be booked at impulsTV in any length over four seconds the contractual partner may request for a broadcast period of at least one calendar week. The price for the entire broadcast shall be calculated on the number of contacts reached without consideration of each spot's specific length.

E.2.2.] Booked advertising spots shall be placed by SevenOne Media within the agreed time period. There shall expressly be no right to broadcast an advertising spot exclusively at one particular locale [locality/retail market] or at a particular time [weekday/time of day]. Furthermore, there shall also be no right to demand a specific broadcast frequency at any particular locale.

E.2.3.] No right to exclude any competitor may be granted.

E.2.4.] SevenOne Media reserves the right to refuse any advertising bookings for products not listed in a particular retailer's range. This shall not affect any products, brands and/or services not typically subject to listing at grocery retailers. SevenOne Media also reserves the right to cease broadcasting prior booked advertising for items a retailer has delisted and, if required, terminate any current campaign immediately upon delisting of said items.

E.3. Regularity of advertising spots and rights of use

The contractual partner is solely responsible for the content of his advertising spots and shall do due diligence in ensuring that they do not violate any laws. The contractual partner shall especially ensure that he shall not violate any of the following booking rules:

Advertising shall not be deceptive in the sense of Sec. 7 Para.1 of the German State Broadcasting Treaty (in German "Rundfunkstaatsvertrag"), nor shall it be detrimental to the interests of consumers nor shall it promote behavior that endangers the health or safety of consumers or protection of the environment.

Advertising of a political, ideological or religious nature shall require prior written consent from the retailer. It is entirely banned in the sense of Sec. 7 Para. 8 Point 1 of the German State Broadcasting Treaty (in German "Rundfunkstaatsvertrag").

The guidelines in Sec. 6 of the German State Treaty for Protection of Youth in the Media (in German "Jugendmedienschutz-Staatsvertrag") shall apply accordingly to advertising. In addition, advertising that is suitable in the sense of Sec. 5 of the German State Treaty for Protection of Youth in the Media (in German "Jugendmedienschutz-Staatsvertrag") to impair the ability of children and young people to develop into responsible and socially-capable individuals shall also be impermissible.

Advertising for companies in competition to the retailer in question shall not be permitted.

Competitors are other retailers comparable to the retailer in question [e.g. a self-service warehouse store, DIY market, consumer store, discounter, department store, etc.].

Not competitors are specialty retailers whose main product range is dissimilar to the main range of the retailer in question and/or belongs to a qualitatively different segment.

E.4. Broadcast material

E.4.1.] The contractual partner shall provide SevenOne Media with the material required for broadcasting as a data file or tape as well as new advertising spots/motifs at least seven workdays prior to the agreed broadcasting date. The quality of the broadcasting material in both technical and content terms is solely the responsibility of the contractual partner. SevenOne Media shall hand over the

motifs it receives immediately to the third party entrusted with actually broadcasting the material.

E.4.2.] The broadcasting copies in tape form shall be provided to SevenOne Media as video tapes in the PAL broadcasting norm of the Betacam SP format or Betacam Digital or in accordance with the D1 Standard.

Broadcast material in tape form shall be sent to:

Street address:

SevenOne Media GmbH
Motif Disposition
Beta-Straße 10 i
85774 Unterföhring
Germany

Delivery address for parcel post:

SevenOne Media GmbH
Motif Disposition
Gutenbergstr. 3
85774 Unterföhring
Germany

E.4.3.] Broadcast material in file form shall be converted into the following format:

Format: Windows Media Format
Resolution 4:3: min. 800 X 600, optimal 1024 X 768
Resolution 16:9: min. 848 x 480, optimal 1366 x 768

Compression rate: 1 – 1.5 Mbit

Other file formats are possible upon agreement with the department "Motif Disposition." They shall be transferred over an FTP server at <http://appz.sevenonemedia.de/motivuploader/>.

E.4.4.] SevenOne Media may bill the remuneration due for the agreed broadcasting even when the advertising spots have not been broadcast due to circumstances under the control of the contractual partner, particularly in such cases in which SevenOne Media was not provided with materials or files in a timely fashion or such materials or files were defective or improperly labeled.

E.5. Data

E.5.1.] The contractual partner shall receive a conformation of broadcast data after the campaign has ended. Furthermore, SevenOne Media may, if the contractual partner so desires and under the reservation of legal permissibility under data protection legislation, provide the contractual partner for a cost with further evaluations on the basis of the data generated.

E.5.2.] SevenOne Media is entitled to use anonymous evaluation reports for presentation and marketing purposes. Also, SevenOne Media may market these anonymous evaluation reports either itself or through a third party.

E.6. Miscellaneous

Contracts for broadcasting advertising on several media shall each be considered as separate contractual relationships independent of one another from the outset as regards broadcasting on each individual medium, regardless of the simultaneous conclusion of any such contracts and/or the simultaneous acknowledgement thereof.

In case of any discrepancy between the English and the German version, the German version shall prevail.

Subject to change and misprints.

Status: January 2009.