



SevenOne Media GmbH - Standard Terms of Business

The following terms apply to any agreed range of services provided by SevenOne Media GmbH:

- A. Standard terms of business for all services**
- B. Specific terms of business for TV services**
- C. Specific terms of business for online services**
- D. Specific terms of business for teletext services**
- E. Specific terms of business for direct marketing services**

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Ein Unternehmen der
ProSiebenSat.1 Media AG

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A. Standard terms of business for all services

A.1. Contracting parties and subject of the contract

SevenOne Media GmbH [hereinafter referred to as "SevenOne Media"] is an affiliated company of ProSiebenSat.1 Media AG and markets advertising slots and forms of advertising on the ProSieben, Sat.1, kabeleins, N24 and 9Live TV stations, [hereafter referred to as "TV stations"] plus their Internet and teletext offerings and mobile services.

These services are marketed in the company's own name and, in accordance with internal Rules, on behalf of each TV station and/or of the ProSiebenSat.1 Media AG affiliate, SevenOne Intermedia GmbH [hereinafter referred to as

“SIM”). SevenOne Media’s other contracting party can be either an agency or a direct advertiser [“direct client”].

Where an “other contracting party” is mentioned hereinafter, these terms apply, irrespective of whether an agency or direct client is party to the contract. Where terms only apply to an agency or direct client, this terminology will be used instead of “other contracting party”. SevenOne Media and the other contracting party will collectively be described as the “parties”, whilst either SevenOne Media or the other contracting party can be described as a “party”. The term “agency client” shall be used where the contractual relationship between the agency and the advertiser is being referred to.

Subject matter of the contract is the range of reciprocal services provided by the parties, as defined in the contract.

A.2. Scope of application

A.2.1. SevenOne Media’s Standard Terms of Business [hereinafter referred to as “STB”] govern the contractual relationship between SevenOne Media and its other contracting parties.

A.2.2. Unless agreed otherwise in writing, only SevenOne Media’s STB apply to any contractual relationship. Divergences from these STB and verbal agreements are only effective, if confirmed in writing by SevenOne Media. Any change to this requirement of written form is only effective, if confirmed in writing. The other contracting party’s standard terms of business are herewith expressly excluded. This also applies if the other contracting party’s terms have not been expressly objected to and/or SevenOne Media has performed the contract without objection.

A.2.3. The other contracting party shall be notified of any changes to these STB by e-mail or by fax. They shall be deemed to have been accepted, if the other contracting party does not notify SevenOne Media in writing of its objection within one month of notification of the changes.

A.2.4. To the extent that the stipulations of these standard terms and the specific terms therein are contradictory, the specific terms of these STB apply in cases of doubt.

A.3. Conclusion of the contract

A.3.1. Offers made by SevenOne Media are subject to confirmation, i.e. non-binding and subject to the availability of the services offered.

A.3.2. The contract is only concluded upon written acknowledgement by SevenOne Media of the other contracting party's acceptance of the offer or upon provision of the service by SevenOne Media. The contract is valid if it includes the content as confirmed by SevenOne Media, provided the other contracting party has not objected in writing to the contents of the contract within three working days after receipt.

A.3.3. Where agencies make bookings or place orders, the advertiser must be named and full details be supplied [name, full address, plus any other details that SevenOne Media may require in individual cases]. SevenOne Media is entitled to request evidence that the agency has been mandated to act for the advertiser. In such cases the agency is also the other contracting party. The purchase order year is the calendar year. The agency shall be invoiced in such cases. In the event that the agency is the other contracting party, it shall assign all pecuniary claims to receivables against its client arising from the advertising contract to SevenOne Media upon conclusion of that contract. SevenOne Media herewith accepts this assignment [assignment by way of security]. It is entitled to reveal this information to the agency's client, if the receivable is not paid within one month after falling due.

A.3.4. In the case of agency bookings, SevenOne Media reserves the right, also to forward booking confirmations to the agency's client.

A.3.5. The pooling of several advertisers in one commercial or in one advertising format [so-called tie-in advertising] requires the express written consent of

SevenOne Media. Advertisers must be named. SevenOne Media is entitled to charge a tie-in supplement in the amount of 20% [twenty percent], where two advertisers are involved and in the amount of 30% [thirty percent], where three or more advertisers are involved. This stipulation does not apply to group affiliates. Group affiliates are companies as defined in § 15 of the German Companies Act [AktG].

A.3.6. To the extent that programming structures/schedules, price categories and pricelists of the above-mentioned TV stations and/or of SevenOne Media are referred to in the STB, the former are a component part of the STB. The other contracting party confirms receipt of these documents prior to conclusion of the contract.

A.4. Warranty

A.4.1. The other contracting party shall send a written statement to SevenOne Media, no later than 12 [twelve] working days after the contractually agreed service has been provided, either confirming in essence that the advertisement was broadcast/the service was provided as contractually agreed [“acceptance”] or informing SevenOne Media why the service was not acceptable or was incomplete. Should any such statement not be submitted to SevenOne Media within this deadline, the service shall be deemed to be accepted.

A.4.2. If contractual obligations cannot be complied with at all, on time or in a proper manner, due to force majeure, SevenOne Media shall in this respect be exempt from its obligation to perform for the duration of the force majeure. “Force majeure” refers only to those events, over the causes of which SevenOne Media has no control.

A.4.3. If a contractually agreed service is not provided at all, on time or properly for programming reasons and/or for reasons, for which SevenOne Media is responsible, it shall meet its contractual obligations by means of subsequent performance at its own discretion, subject to availability. SevenOne Media shall decide on the form of subsequent performance at its own equitable discretion. In

the event that subsequent performance fails, the other contracting party can claim a reduction in price commensurate with the degree of underperformance.

A.4.4. The rights described in subparagraphs [2] and [3] lapse 12 [twelve] months from the date the other contracting party became aware of non-contract-compliant performance or non-performance.

A.5. Liability on the part of SevenOne Media

A.5.1. Under the terms of this contract and on the merits of the specific case, SevenOne Media is liable for losses incurred by the other contracting party,

- which were caused by the wilful actions or gross negligence of SevenOne Media or its legal representatives or senior vicarious agents;
- which occurred due to the breach of an obligation by SevenOne Media, which is of vital importance to the attainment of the contract's objective [cardinal obligations];
- if these claims are asserted on the basis of the German Product Liability Act;
- if in the case of purchase contracts or contracts for services, SevenOne Media has given a guarantee for the quality of or fraudulently misrepresented the item in question;
- as a result of injury to life, body or health, which relate to the breach of an obligation by SevenOne Media or one of its legal representatives or vicarious agents.

A.5.2. SevenOne Media is liable in full for damage caused by wilful actions or gross negligence or by injury to life, body or health. Furthermore in the event of default, any damages in respect of foreseeable losses that are typical for this type of contract are limited to 5% [five percent] of the order value. Liability in accordance with product liability laws remains unaffected.

A.5.3. To the extent that SevenOne Media is only liable in the amount of typically foreseeable losses as per subparagraph A.5.2, there is no liability for indirect losses, consequential losses or loss of profit.

A.5.4. In cases other than those described in subparagraphs A.5.1 and A.5.2, SevenOne Media is not liable – irrespective of legal grounds.

A.5.5. To the extent that SevenOne Media is not liable, this also applies to the personal liability of employees, associates, representatives and agents of SevenOne Media.

A.6. Legal responsibility

The advertiser bears sole legal responsibility, in particular responsibility as defined in media, print media and competition law, for the content of all commercials/collaborative content provided, in particular for the material provided. The other contracting party has a duty to ensure that the content does not contravene legal requirements and the relevant common advertising guidelines of the federal state media authorities. The other contracting party warrants that the content of any commercial does not infringe the rights of third parties. As part of any cooperation the other contracting party also warrants not to publicise or refer to illegal or immoral content. Upon first request, the other contracting party undertakes to indemnify SevenOne Media and/or the relevant Internet provider or TV station completely against any penalties, which SevenOne Media may incur as a result of or in connection with performance of the contract. This applies particularly in the event of recourse by a third party, irrespective of the legal grounds, and to the resulting costs of legal defence.

A.7. Withdrawal

A.7.1. SevenOne Media and the other contracting party are entitled to withdraw from any order up to six calendar weeks prior to the broadcast date, if there is good cause for withdrawal.

A.7.2. SevenOne Media can withdraw from an order at any time, if it is prevented from providing contractually agreed services on the grounds of force majeure or if there are unforeseeable impediments, which can only be overcome at unreasonable expense and effort, and for which SevenOne Media is not responsible, e.g. programming changes or actions taken or directives issued by authorities or other official organisations. In such cases the contracting party is not entitled to assert any claims. SevenOne Media has no right of withdrawal in cases, where it culpably caused the impediment to performance.

A.7.3. The other contracting party may not withdraw from any contract, the subject of which is either the broadcast of a promotional film lasting longer than 89 seconds or format sponsorship [incl. trailer sponsorship] and title sponsorship.

A.7.4. Should SevenOne Media exceptionally consent to the other contracting party's requests to withdraw after the deadline of six calendar weeks prior to the broadcast date [campaign kick-off], it shall do so solely against payment by the other contracting party of a cancellation fee, set at its own equitable discretion. However payment of a cancellation fee does not entitle the other contracting party to a right to cancel.

A.8. Termination without notice

A.8.1. Both parties are entitled to terminate this contract with immediate effect, if there is good cause.

Good cause, which entitles SevenOne Media to terminate without notice, exists in particular if:

- the other contracting party goes bankrupt, in particular if a bankruptcy lawsuit has been filed or instituted against its assets or if the institution of bankruptcy proceedings has been rejected on grounds of a lack of assets;
- the other contracting party decides to wind up its business or actually ceases trading;

- a warning was issued to and/or an injunction was obtained against one and/or both parties and/or a ProSiebenSat.1 Media AG group company, as a result of providing a contractually agreed service;
- the other contracting party contravenes the prior consent caveat in accordance with paragraphs C.7 and D.8.
- actions taken or directives issued by authorities or other official organisations constitute an obstacle to provision of contractually agreed services by SevenOne Media;
- SevenOne Media reasonably suspects and the other contracting party cannot disprove that the latter or the offerings and /or collaborative content provided by it contravene legal requirements, in particular of the German Criminal Code and the “National Agreement on the Media-Related Protection of Children and Young People” or valid advertising guidelines; reasonable suspicion exists as soon as SevenOne Media has factual evidence that legal requirements have been contravened, in particular as soon as investigation proceedings have been instituted against the other contracting party or once the other contracting party has been requested to respond by the federal state media authority responsible.

A.8.2. The other contracting party must pay for services provided by SevenOne Media prior to any notice of termination being served, according to the scope of services provided. Furthermore any payment made up to this point shall not be refunded.

A.9. Pricing

A.9.1. The prices for TV bookings, effective upon contract conclusion, are based on each TV station’s scheduling data. In this respect details of the times stated for each price category should be regarded as target times, which may also be subject to significant rescheduling. Prices for non-TV bookings, effective upon contract conclusion, are based on versions of SevenOne Media pricelists valid at the time of order acknowledgement. SevenOne Media therefore also reserves the right to adjust its prices, even for agreed orders, if this data changes. Price

changes relating to agreed and confirmed orders become effective upon appropriate notification. In the event of a price increase, the other contracting party is entitled to terminate the contract with immediate effect or reschedule broadcasts of TV advertising, irrespective of the deadlines [less than ten working days prior to broadcast] required by B.2.3. SevenOne Media must be notified in writing of such termination within a period of three working days after the other contracting party has received notification about the price increase.

A.9.2. Irrespective of the above-mentioned stipulations, SevenOne Media reserves the right to apply special prices, also at short notice, as a result of current modifications to the range of services. Should any agreed period of performance start before such special pricing is applied, the other contracting party will be notified of this immediately. The other contracting party must confirm to SevenOne Media immediately whether it wishes to adhere to performance of the agreed services at the scheduled time and pay the special rates. Otherwise the service that SevenOne Media has agreed to provide will be broadcast during the next available time slot within the same section/environment, as originally booked.

A.10. Discounts

A.10.1. Discounts listed in the relevant pricelist [current version in each case] are given on gross media volume [MB1] booked by agency clients or direct clients of SevenOne Media for forms of advertising supplied within a calendar year. In the case of teletext bookings, the discount is calculated on the basis of the gross media volume booked at the time of invoicing, and in the case of all other types of media it is calculated on the basis of invoiced gross media volume. Discounts are factored into invoices accordingly. Where bookings are made for the TV station - 9Live, no additional discounts exceeding the specific contractually agreed terms will be given.

A.10.2. For the purposes of giving discounts, a number of advertisers will be regarded as a group, if these are affiliated companies as defined in § 15 of the

German Companies Act [AktG]. Proof of affiliation must be submitted to SevenOne Media no later than 30 June in any calendar year.

A.10.3. In all cases group discounts are subject to express written confirmation by SevenOne Media upon contract conclusion. Group status as at 1 January in any calendar year is definitive. Termination of group affiliation must be notified immediately, whereupon group discounts will no longer apply once the month, during which group affiliation was terminated, has ended.

A.10.4. To the extent it is so obligated, the other contracting party, where it is an agency, shall disclose to its clients all discounts and early payment discounts received and pass these on as applicable. Furthermore the other contracting party shall not disclose to third parties any information about the services provided by SevenOne Media. This also applies once the contractual relationship with SevenOne Media has ended.

A.11. Payment terms

A.11.1. As far as conventional bookings¹ [definition] are concerned, these are invoiced separately on behalf of each individual TV station at the beginning of the performance period. As far as convergent bookings² [definition] are concerned, these are invoiced on behalf of SevenOne Intermedia no later than the end of the first month of the performance period. Payment in discharge of any debt should be made to the account indicated on the SevenOne Media invoice. SevenOne Media reserves the right to require payment in advance.

¹ Communication using the advertising media - print, TV, radio, placards, cinema and Internet [conventional campaigns].

² ² Convergent campaigns interlink new and traditional forms of media, using a formal, topical leitmotif, and factor in the benefits of each medium employed. By offering recipients new appeal in the form of individual value added, target groups are actively guided from one medium to the next. N.B.: the terms convergence and cross-media are to some extent used synonymously in the market.

Payment is due immediately, without deduction, upon receipt of the invoice. Default will be deemed to have occurred 30 [thirty] days following the due date and receipt of the invoice.

Where payment of an advance invoice is received by the 15th day of the month of performance, SevenOne Media will give an early payment discount of 2% [2 percent]; in all other cases the early payment discount period is ten calendar days. The early payment discount is given, subject to all previous invoices having been paid.

A.11.2. Bank charges are for the account of the other contracting party. Cheques are only accepted by SevenOne Media as conditional payment. Payment by the other contracting party shall only be deemed to have been made once SevenOne Media has use of funds.

A.11.3. Subject to verification of agency status and where the agency is invoiced directly, a discount [AC] in the amount of 15% [15 percent] on the net invoice total, i.e. on the invoice total not including VAT, after deduction of discounts but before early payment discounts, is given on all advertising orders placed by that agency, provided the granting of AC and early payment discounts is not precluded.

Where a discount is changed due to additional bookings or cancellation, the agency commission is recalculated. If necessary an additional charge or payment may be made.

A.11.4. In the event of default, SevenOne Media is entitled to refrain from further performance. A right to refuse performance also exists in all cases where the financial circumstances of the other contracting party deteriorate significantly. If the other contracting party is an agency, this right also applies if the financial circumstances of the agency's client deteriorate significantly. Pecuniary claims, including for services not yet provided, nevertheless remain unaffected. SevenOne Media is entitled to charge default interest in the amount of 10 percentage points above the base rate. The right to assert a claim for further damages remains expressly reserved. The right of the other contracting party to furnish evidence of a lesser degree of loss, due to default, remains unaffected.

A.11.5. The other contracting party only has rights to offset, if its counterclaims have been legally established, are undisputed or acknowledged by SevenOne Media. Furthermore it is only entitled to assert a lien to the extent that its counterclaim relates to the same contractual relationship and has been legally established, is undisputed or acknowledged by SevenOne Media.

A.11.6. To the extent that variable remuneration has been agreed, SevenOne Media or its representatives have the right, within reason, to inspect the other contracting party's accounts and documentation relating to the collaborative venture, including EDP documents and inventory, at any time during normal business hours and to request copies or print-outs for auditing purposes. The documents to be submitted by the other contracting party include those relating to the other contracting party's goods or services not covered by the contract. Audit costs are for the account of the other contracting party, if there is a difference of more than 3% [three percent] for the account of SevenOne Media. At the request of the other contracting party, the audit can be performed by an expert to be appointed and obliged by SevenOne Media to maintain professional confidentiality. Costs incurred by such an audit are for the account of the other contracting party. Once this contract has expired the other contracting party will retain the above-mentioned accounts and documents for a minimum period of 2 [two] years and make these available for the above-mentioned audit purposes.

A.12. Production and material

A.12.1. Where the parties have agreed that production of the relevant service [e.g. communication event/ commercial] is to be handled by SevenOne Media or an affiliate of SevenOne Media or a third party commissioned by SevenOne Media, SevenOne Media or the SevenOne Media affiliate shall retain all intellectual property rights to the service.

A.12.2. The other contracting party shall provide SevenOne Media with appropriate footage, image and text material and, where appropriate, sound material and music for production and/or placement or broadcast purposes free of

charge and definitely no later than two calendar weeks prior to the scheduled placement or broadcast. In the event of a delay in submission or of subsequent modifications, no responsibility will be accepted for ensuring proper placement or broadcast. The other contracting party shall bear any risk when forwarding the material. SevenOne Media will edit and, if necessary, animate the material by prior agreement.

If SevenOne Media or a SevenOne Media affiliate or a third party commissioned by SevenOne Media has responsibility for producing a service, the agreed fee will be invoiced separately or itemised separately on the invoice. The fee is due for payment in full immediately after invoicing. Paragraph A.10 does not apply. As part of the production process, any output will be submitted to the other contracting party for approval. Insofar as the other contracting party wishes the output to be modified, a correction phase has been included in the fee. Further modifications can be made in accordance with separate pricing for the account of the other contracting party, unless the output is flawed.

A.12.3. SevenOne Media reserves the right to reject commissions [e.g. commercials] or collaborative content [especially material] provided by the other contracting party and/or prematurely cancel the broadcast, if there is an objective reason for doing so. Rejection or premature cancellation will always occur if the commission provided by the other contracting party contravenes the law of the land, and in particular where it contravenes any applicable federal state media authority advertising guidelines or standards of common decency. Attention is expressly drawn to the fact that SevenOne Media will only examine commissions or collaborative content in respect of obvious infringements of the law. Furthermore SevenOne Media is also entitled to reject commissions or collaborative content on the basis of its origin, content, form, technical quality or for other content reasons [e.g. excessive repetition, incompatibility with a specific TV station]. SevenOne Media must notify the other contracting party of the rejection and the reasons for it without delay. In the event of rejection, the other contracting party is obliged to immediately provide new commissions or collaborative content that do not give cause for rejection. Should the new commissions or content be provided late or not at all, SevenOne Media nevertheless retains the entitlement to payment, as if it had performed in accordance with the contract. If SevenOne Media performs despite an initial

rejection, the original payment obligations of the other contracting party continue to apply.

A.12.4. SevenOne Media may invoice the other contracting party for the fee due in respect of agreed performance, if the communication event is not publicly released or placement or broadcast is prematurely cancelled on grounds for which the other contracting party is responsible, particularly as a result of the late or incorrectly/inaccurately labelled submission of documents or material to SevenOne Media.

A.12.5. The obligation to retain material [particularly layout proposals and details etc.] ceases upon expiry of the relevant performance period. SevenOne Media shall return the material to the other contracting party at the risk and for the account of the latter, if it submits a written request to SevenOne Media within 10 days following expiry of the performance period. Otherwise SevenOne Media is entitled to destroy the material. SevenOne Media is also entitled to retain the material until payment has been made in full.

SevenOne Media is only liable within the scope of paragraph A.5 for damage to the material whilst in storage or loss of the material.

A.13. Rights of use

A.13.1. The other contracting party warrants that it holds title to all the necessary rights pertaining to the contractual use of commissions or content provided by it [e.g. image and text material, music], with the exception of GEMA Repertoire TV broadcasting rights, and in particular that it holds all the necessary copyrights, trademark rights, ancillary copyrights, personal and other rights and is in a position, in temporal, geographical and content terms, to assign these rights to SevenOne Media for the purposes of contract fulfilment, to the extent required to enable the commission to be completed. TV and online rights of use must be assigned in all cases without geographical restriction and authorise broadcast or placement, using all known technical procedures and all known forms of television and the Internet.

A.13.2. The other contracting party shall grant SevenOne Media all the copyrights, ancillary copyrights and other rights to the temporal, geographical and contents extent necessary for the contract-compliant use of the submitted content, in particular the right to edit, duplicate, disseminate, broadcast [particularly on free TV, pay TV, pay per view], plus database retrieval and call-up rights to the extent required for the contract to be performed, in particular also the right to assign the above-mentioned rights to third parties, who have been commissioned to handle placement or broadcasting. Upon first request, the other contracting party shall indemnify SevenOne Media and/or the relevant TV station against all third-party claims in full, namely by paying a sum of money and shall make good any further damage. The other contracting partner is obliged to support SevenOne Media in good faith, by providing information and documentation to assist with the latter's legal defence against third parties.

A.13.3. SevenOne Media and or the relevant third party shall retain all copyrights, ancillary copyrights and other rights to communication events [e.g. layouts etc.] generated by SevenOne Media and/or the commissioned third party. Use of such communication events by the other contracting party outside the scope of the relevant collaborative project is subject to prior approval by SevenOne Media [licence], if necessary against payment of a licence fee to be specifically negotiated.

A.14. Confidentiality

A.14.1. Except as stipulated in A.14.3, the parties undertake to treat all the information and data received from the other counterparty in connection with performance of the contract in strict confidence and to deny third parties access thereto. This applies in particular to pricelists and contracts. This obligation also applies after termination of the contract.

A.14.2. Third parties, within the meaning of this paragraph of the STB, do not include affiliates of SevenOne Media.

A.14.3. When acting as the other contracting party, agencies warrant that they will inform their clients that the business relationship between SevenOne Media and

the relevant agency may include other services than just procuring advertising slots on behalf of their clients, and that SevenOne Media may give the agency discounts and early payment discounts related to these other services. The agency shall disclose to its clients all fees, discounts and early payment discounts received as required and pass these on as applicable.

A.15. Concluding terms

A.15.1. The law of the Federal Republic of Germany applies. The terms of the UN Convention on Contracts for the International Sale of Goods do not apply. Munich is the agreed sole place of jurisdiction for any disputes arising from this contractual relationship; SevenOne Media is however entitled to institute legal proceedings at any other place of jurisdiction.

A.15.2. Should one or more terms in these STB be or become void, this does not affect the validity of all the other terms or agreements. The parties shall replace the void term with an alternative that comes closest to matching the business intent of the void term. The same applies if there are loopholes in the contract.

A.15.3. Alterations and amendments to this contract, including alterations to this paragraph, must be in written form. Any notice of termination or withdrawal must be in writing. Written form, as used here, is defined in § 126 [1] and [2] of the German Civil Code [BGB]. However transmission by fax also complies with this requirement of written form.

B. Specific terms of business for TV services

B.1. Scope of application

In addition to the general terms detailed in Section A of these STB, these specific terms for TV services govern contractual relationships between SevenOne Media and other contracting parties in relation to the broadcasting of TV commercials [hereinafter referred to as “commercials”].

B.2. Booking commercials

B.2.1. Advertisements [commercials], of any length upwards of 4 seconds that the other contracting party requires, can be booked with the TV stations, Sat.1, ProSieben, Kabel eins, N24 and 9live, as marketed by SevenOne Media. The broadcast price is calculated per second, in line with the duration of the specific commercial and price category.

B.2.2. SevenOne Media places booked commercials within the agreed price category, subject to changes in accordance with paragraph A.9. Price categories for the individual TV stations are derived from each TV station's programming structures/schedules that apply at the time of SevenOne Media's order acknowledgement. If no separate written agreement has been made, there is no right to have a commercial positioned in a specific advertising block and/or specifically positioned within a given advertising block. SevenOne Media is entitled to charge a premium when a specific advertising block or a specific position within an advertising block is booked. SevenOne Media will make every effort to facilitate the broadcast of the commercial within a particular advertising block, as requested by the other contracting party, but cannot give any guarantees in this respect. Furthermore SevenOne Media cannot guarantee that no other advertising blocks, other than those advertising blocks detailed in the programming schedule, will be offered or broadcast.

B.2.3. SevenOne Media and the other contracting party are entitled to alter bookings relating to the contractual placement of commercials up to 6 [six] calendar weeks prior to broadcast. The other contracting party is entitled to alter bookings of agreed commercials [changes to price category booked, duration of the commercial and time of broadcast], provided that the request to alter the booking is submitted in writing to SevenOne Media no later than 10 [ten] working days [Monday to Friday] prior to the agreed broadcast date, that the agreed booking volume [total fee as per the relevant pricelist] remains the same, that the re-booked volume is not broadcast significantly later than the volume as originally booked and that SevenOne Media has sufficient available capacity to accommodate the newly requested broadcast slot.

B.2.4. Furthermore SevenOne Media reserves the right to reschedule the commercial's broadcast slot in individual cases, subject to maintaining overall media performance and taking the interest of the other contracting party into account [right to reschedule]. This has no impact on the status of the contract or on the contractual obligations of the parties.

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

B.2.6. The exclusion of competitors' commercials within an advertising block or at group level is not feasible.

B.3. Legality of commercials

The other contracting party is solely responsible for the content of commercials and is obliged to ensure that these do not contravene statutory regulations and the common advertising guidelines of the federal state media authorities applicable in each case. Where bookings are made by TV stations, licensed by the Independent Television Commission [ITC], the commercials must not contravene ITC guidelines, in particular the "ITC Code of Advertising Standards and Practice", the "ITC Code of Programme Sponsorship" and the "Financial Services Act 1986". The other contracting party must ensure that the commercials

do not contravene other press, advertising and competition law regulations or regulations to protect children and young people and that the commercials do not infringe the rights of third parties. Upon first request, the other contracting party shall indemnify SevenOne Media in full against any claims asserted by third parties and against any costs related to a breach of this obligation. SevenOne Media and/or the TV stations are not obliged to view and check commercials prior to accepting bookings; this also applies to any references in the commercial to website addresses and telephone numbers of the other contracting party and their content. The other contracting party is not entitled to include third parties, in particular business partners, in the commercial.

B.4. Broadcast material

B.4.1. The other contracting party is obliged to provide SevenOne Media with all the material required for the broadcast [format schedules and broadcast copies] plus any new commercials/advertising formats no later than 5 [five] working days prior to the agreed broadcast date. The other contracting party bears sole responsibility for the technical and content quality of the broadcast copy. The broadcast copies should be submitted to SevenOne Media in the form of PAL broadcast standard videotapes, Betacam SP format or Betacam Digital or in accordance with the D1 Standard. If broadcast copies are supplied in other formats, SevenOne Media will invoice all re-recording costs to the other contracting party. In the event of frequent transmission, the other contracting party should provide SevenOne Media with a second broadcast copy of the commercial.

B.4.2. Broadcast copies should be sent to:

Company address:

SevenOne Media GmbH

Motif Disposition

Beta-Straße 10 i

D-85774 Unterföhring

Delivery address for courier consignments:

SevenOne Media GmbH

Motif Disposition

Gutenbergstr. 3

D-85774 Unterföhring

SevenOne Media undertakes to forward all the relevant formats to the third parties commissioned to handle broadcasting without delay. SevenOne Media warrants that the broadcast material will only be shipped by reputable forwarders [e.g. UPS]. SevenOne Media however does not accept any liability for damage resulting from the shipping of the broadcast material, for which it is not responsible.

B.4.3. The obligation to retain documentation and broadcast copies ceases after the final broadcast of the commercial as per the contract. SevenOne Media shall return any documentation and the broadcast copy to the other contracting party at the risk and for the account of the latter, if it submits a written request to that effect to SevenOne Media within 10 [ten] working days after the final broadcast date. SevenOne Media accepts no liability for damage to or loss of the broadcast material that may occur during storage or return, unless SevenOne Media has acted wilfully or negligently. Otherwise SevenOne Media is entitled to destroy the material. SevenOne Media is entitled to retain documentation and broadcast copies until its fee has been paid in full.

B.4.4. At the same time as submitting the broadcast copy, the other contracting party is obliged to provide SevenOne Media with all the details required for the settlement of payments to GEMA or other collective rights management organisations, in particular details of the producer, publisher, composer, title and duration of the music for the commercial.

B.4.5. SevenOne Media may charge the other contracting party the fee due for the agreed broadcast time, if the commercial is not broadcast for reasons for which the other contracting party is responsible, in particular because documents or broadcast copies were not submitted to SevenOne Media on time or were labelled incorrectly or inaccurately.

B.5. Broadcast footprint

It should be explicitly pointed out that the broadcast of the commercial outside the Federal Republic of Germany may be subject to cross-fading by regional advertising blocks.

B.6. Miscellaneous

Contracts covering the broadcast of TV advertising by several TV stations are each deemed to be stand-alone contracts and, in terms of their status, will be treated as separate contractual relationships in relation to broadcasts by each individual TV station, irrespective of any concurrent bookings and/or concurrent booking acknowledgements.

C. Specific terms of business for online services

C.1. Scope of application

In addition to the general terms detailed in Section A of these STB, these specific terms for online services govern contractual relationships between SevenOne Media and other contracting parties in relation to the booking of online communication events [hereinafter referred to as “communication events”]. Furthermore these specific online terms also apply to the booking of communication events on podcasts as appropriate.

C.2. Booking communication events

C.2.1. SevenOne Media will book communication events during the media period agreed with the other contracting party on the agreed website of the relevant operator or provider of the relevant Internet offering or website [hereinafter referred to as “Internet provider”].

The websites and sections provided by each Internet provider are derived from the relevant product descriptions applicable at the time that SevenOne Media issues its booking acknowledgment. Whilst SevenOne Media will make every effort to facilitate placement of the communication event on an Internet page/section as requested by the other contracting party, it cannot offer any guarantees in this respect. Furthermore SevenOne Media cannot guarantee that no other Internet pages/sections, other than those detailed in the media data, will be offered. The other contracting party has no right to compliance with a specific period of access to the relevant Internet page.

C.2.2. SevenOne Media and the other contracting party are entitled to alter the placement of communication events up to one week prior to scheduled placement, provided the changes appear reasonable to the other counterparty. The other contracting party is entitled to alter bookings of agreed communication events [change of website booked, placement section 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, that the agreed booking volume [total fee as per the relevant pricelist] remains the same, that the re-booked volume is not placed significantly later than the volume as originally booked and that SevenOne Media has sufficient available capacity to accommodate the newly requested placement date.

C.2.3. Exclusion of competitors' material on any Internet page also cannot be guaranteed, i.e. the possibility that the other contracting party's competitors place advertisements during the same period on the same Internet page cannot be excluded.

C.2.4. In exceptional cases SevenOne Media may allow the provision of advertising media by an external ad server. In such cases SevenOne Media reserves the right to view each advertising format prior to placement, and if necessary to decline placement. The other contracting party is obliged to submit advertising formats to SevenOne Media for viewing purposes and also to notify SevenOne Media of any subsequent changes.

C.2.5. SevenOne Media shall provide information in a format of its own choosing to the other contracting party, detailing the number of ad impressions³ and/or ad clicks⁴ during the campaign. In this respect the data ascertained by SevenOne Media via its ad server⁵ is definitive.

³ Measurement procedure for advertising items e.g. banners. Ad impressions record the number of times an online advertisement is viewed when booked on a website. They indicate the actual number of advertising media contacts. An advertising record that states the number of banners provided via an ad server.

⁴ Advertisement click. Shows the number of clicks on a link to an advertiser's offering. Ad clicks indicate the number of advertising media contacts actually made.

⁵ Ad sever technology is used to optimise advertising placed on the Internet. Ad servers manage the entire advertising process, from booking via placement through to response analysis. Various different rules can be defined to determine how the ad server places the format. So the ad server ensures that the right advertisement is sent at the right time to the advertising space that has been booked.

C.3. Material

C.3.1. The other contracting party is obliged to provide SevenOne Media free of charge with all the material required to place the communication event prior to the agreed placement date. The technical and content quality of the material is the sole responsibility of the other contracting party.

C.3.2. SevenOne Media's technical specifications, which apply on the date of placement and which can be viewed on the Internet [<http://www.sevenonemedia.de>], are definitive. For each form of advertising these define the technical quality of the material, the deadline by which the material must be provided prior to placement and the method to be used to supply the material.

C.3.3. Where no technical specification has been defined for a particular form of advertising, the submission deadline is 10 [ten] working days prior to the agreed placement date and the material should be sent by e-mail to: banner@SevenOneMedia.de.

C.4. Placement

C.4.1. Communication events shall be placed in the relevant Internet provider's standard resolution quality and are dependent on the technical standard of the Internet user's technical equipment.

C.4.2. The other contracting party is obliged to check the placed communication event immediately following first placement and to report any errors within the first week of placement. Once this period has ended, any errors will be deemed to have been accepted. If the other contracting party requires commercial communication changes after the above-mentioned period has ended, it is obliged to bear the costs of any such changes.

C.4.3. In the event of a failure to submit the advertising media on time and in full and/or in accordance with the technical specifications, SevenOne Media is

entitled to find alternatives for the intended placement until such time as submission has been completed. Contractual obligations will then be subsequently fulfilled at the discretion of SevenOne Media. The other contracting party is nevertheless obliged to pay the full placement price.

C.5. Miscellaneous

SevenOne Media is entitled to forward the other contracting party's gross advertising turnover at product level to Nielsen Media Research or comparable organisations for publication purposes.

C.6. Legal responsibility

C.6.1. The other contracting party warrants that the content of its business teleservices does not contravene any laws and, in particular, that it does not contravene the terms of the German Teleservices Act [TMG] and of competition law.

C.6.2. The other contracting party shall indemnify SevenOne Media in full upon first request against any associated claims by third parties. Apart from that the Standard Terms apply.

C.7. Transfer of use to third parties

If the other contracting party intends to transfer use of the commissioned space to a third party, it is required to obtain prior authorisation from SevenOne Media. SevenOne Media will only consent to the transfer, if the other contracting party is able to furnish evidence of legitimate interest. Legitimate interests are not those that already existed at the time the contract was concluded.

C.8. Termination with notice

C.8.1. To the extent that online services are included in the contract, SevenOne Media and the other contracting party are entitled to terminate the contract by giving six calendar weeks' notice prior to the scheduled start of the campaign. To the extent that the contract covers other services [e.g. TV, teletext] in addition to online services, it can be terminated prematurely only if the conditions stated in paragraphs A.7 and A.8 have been met.

C.8.2. In the event that the other contracting party terminates the contract later than 6 [six] weeks prior to the start of the campaign, it is obliged to make payment to SevenOne Media according to the following scale [pro rata]:

- up to 4 [four] weeks prior to the start of the campaign, no payment of the fee is required;
- up to 2 [two] weeks prior to the start of the campaign, 50% of the fee is due;
- up to 1 [one] week prior to the start of the campaign, 75% of the fee is due;
- up to 3 [three] working days prior to the start of the campaign, 80% of the fee is due;
- up to 0 [zero] working days prior to the start of the campaign, 100% of the fee is due;

C.9. Data protection

C.9.1. Should the other contracting party acquire or collect data from the placement of advertising media on SIM websites by using special techniques, e.g. the use of cookies or web bugs, it warrants that it will comply with the terms of the German Teleservices Act [TMG] and the Federal Data Protection Act [BDSG] when collecting, processing and using personal data.

C.9.2. To the extent that the other contracting party accumulates anonymous data resulting from access to the advertising media supplied by it for SIM websites, the former may analyse this data as part of the relevant campaign. This analysis may

only include the anonymous data, which was generated by the placement of advertising on SIM websites.

C.9.3. Beyond that the other contracting party is not permitted to process, use and forward any other data resulting from access to the advertising media supplied by it for SIM websites. In particular the other contracting party may not store, analyse, otherwise use and/or forward to third parties any data derived from the placement of advertising on SIM websites for its own purposes. This ban also includes the generation and further use of SIM website user behaviour profiles.

C.9.4. Should the other contracting partner use third party systems to place advertising media on SIM websites, it shall ensure that the system operator also complies with this agreement.

C.9.5. For each breach of obligation detailed from subparagraphs C.9.1 to C.9.4, the other contracting party shall pay to SevenOne Media a penalty in the amount of ten times the order total, from which the unauthorised use of data originated. Any other possible claims for damages remain unaffected.

D. Specific terms of business for teletext services

D.1. Scope of application

In addition to the general terms detailed in Section A of these STB, these specific terms for teletext services govern contractual relationships between SevenOne Media and other contracting parties in relation to the booking of teletext advertising [hereinafter referred to as “TT advertising”].

D.2. Booking teletext advertising

D.2.1. SevenOne Media will place TT advertising within the agreed category and under an agreed page number. The categories and environment for TT offerings are derived from the relevant programming structures/schedules that apply when SevenOne Media issues its order acknowledgement. There is no right to the placement of TT advertising/TT advertising text in a specific position on a given TT page. SevenOne Media will make every effort to facilitate the transmission of TT advertising in a teletext page position as requested by the other contracting party, but cannot give any guarantees in this respect. Furthermore SevenOne Media cannot guarantee that no other TT pages will be offered in addition to those detailed in the programming schedule. The other contracting party has no right to a specific period of access or specific number on the relevant TT page.

D.2.2. SevenOne Media and the other contracting party are entitled to alter bookings relating to the placement of advertisements up to 6 [six] calendar weeks prior to transmission, provided the changes appear reasonable to the other counterparty. The other contracting party is entitled to alter bookings for agreed advertising transmission [change of booked form of advertising, page placement, TT text length and transmission period], provided the request to alter the booking is submitted to SevenOne Media in writing no later than 2 [two] working days prior to the agreed transmission date, that that the agreed booking volume [total fee as per the relevant pricelist] remains the same, that the re-booked volume is not transmitted significantly later than the volume as originally booked and that

SevenOne Media has sufficient available capacity to accommodate the newly requested transmission date. It is possible to change the content and format of previously booked advertising transmissions up to a maximum of once a week.

D.2.3. The exclusion of competitors' material on any given TT page cannot be guaranteed, i.e. the possibility that the other contracting party's competitors place advertising on the same TT page during the same period cannot be excluded.

D.2.4. SevenOne Media reserves the right to reject multiple or cross-referenced TT advertising within one or several TT page[s]. Advertising must be plainly identifiable as such and clearly separate from other content. In line with the clear obligation to label advertising as such, the advertising page must be tagged with a -w- [w=Werbung=advertising].

D.3. Termination with notice

D.3.1. SevenOne Media and the other contracting party are entitled to duly terminate the contract relating to teletext services during the contract period by giving 6 [six] calendar weeks' notice, whereby the following applies: in the event that the contract covers other services [esp. TV, online, print] as well as teletext services, the contract may not be terminated with relation to teletext or any other specific services. In the event that the contract only covers teletext services, the contract can be terminated in full.

D.3.2. In the event that the other contracting party terminates the contract in accordance with this paragraph, the discount given will be reversed. The other contracting party is accordingly obliged to pay back any discount that SevenOne Media has given it.

D.4. Material

D.4.1. The other contracting party is obliged to provide SevenOne Media with all the material [TT formats/TT texts] required to broadcast the TT advertising no later than 10 [ten] working days prior to the agreed broadcast date.

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

SevenOne Media GmbH

Sales & Service Teletext

Betastraße 10 D

D-85774 Unterföhring

or by e-mail to:

grafik@SevenOneMedia.de

D.5. Transmission

D.5.1. The TT advertising will be transmitted in the standard resolution quality applying to the teletext offering booked.

D.5.2. The other contracting party is obliged to check the broadcast TT advertising immediately following the first transmission and to report any errors within the first week of transmission. Once this period has expired, any errors will be deemed to have been accepted. Should the other contracting party require the TT advertising to be altered after the above-mentioned period has ended, it is obliged to bear the costs of any changes.

D.6. Warranty

Teletext pages are offered per TV station at 98% [ninety eight percent] availability in relation to the monthly average. Non-availability periods result from temporary interruptions due to technical equipment modifications or other action taken to

ensure proper or improved operation. Paragraph A.4 of the Standard Terms of Business remains unaffected.

D.7. Transmission footprint

It should be explicitly pointed out that transmissions of TT advertising outside the Federal Republic of Germany may be subject to cross-fading by regional advertising blocks.

D.8. Transfer of use to third parties

If the other contracting party intends to transfer use of the commissioned TT advertising space to a third party, it is required to obtain prior authorisation from SevenOne Media. SevenOne Media will only consent to the transfer, if the other contracting party is able to furnish evidence of legitimate interest. Legitimate interests are not those that already existed at the time the contract was concluded.

E. Specific terms of business for direct marketing services

E.1. Scope of application

In addition to the general terms detailed in Section A of these STB, these specific terms for direct marketing services govern contractual relationships between SevenOne Media and other contracting parties relating to direct marketing services [hereinafter referred to as “direct marketing”]. Given a contractual agreement with SIM, SevenOne Media has the right to market address, e-mail and telephone data files belonging to SIM and a partner firm [“client bonus programme”] [hereinafter referred to as “data”]. The other contracting party wishes to utilise this database.

E.2. Subject of the contract

Direct marketing includes in particular the following SevenOne Media services:

- advertising e-mails, sales letters and telemarketing campaigns, which feature an offering from the other contracting party and which are actioned via originators/TV station recommendations or viewer loyalty systems [clubs].
- advertising e-mails, sales letters and telemarketing campaigns, which feature an offering from the other contracting party and which are actioned via customer bonus programme originators and TV station recommendations or viewer loyalty systems.

E.3. Actioning the campaign

A service provider commissioned by SIM is responsible for technical processing of the campaign as part of order data processing as per § 11 of the Federal Data Protection Act [BDSG].

E.4. Data protection

E.4.1. Data

This contract does not give the other contracting party any rights to use data belonging to SevenOne Media, SIM or the operator of the customer bonus programme. Data shall neither be communicated to the other contracting party nor shall the latter be given any other access to data. The subject of a direct marketing campaign is in each case the one-off use of the data required to provide the contractually agreed services, solely for the purposes agreed between the parties.

E.4.2. Generated customer data

"Generated customer data" describes such data that the other contracting party accumulates because end-users contact it during the course of a direct marketing campaign. The other contracting party warrants that it will comply with statutory, in particular data protection, regulations when using generated customer data. Upon first request, the other contracting party shall indemnify SevenOne Media and SIM in full against any third party claims, including against the costs of any reasonable legal defence, resulting from the illegal use of generated customer data by the other contracting party. The other contracting party undertakes not to sell, rent out or otherwise permit third parties to use customer data generated via SevenOne Media [disclosure ban]. In this context third parties also include affiliates [§§ 15 ff of the German Companies Act]. The other contracting party undertakes to pay SevenOne Media a penalty in the amount of EUR 100 per customer record disclosed for each case of culpable breach of the above-mentioned disclosure ban.

E.4.3. Response data

The customer information generated upon the conclusion of a contract with or via orders from the other contracting party ["response data"] is available to both parties without restriction for proprietary analysis purposes, as permitted by data protection law. The other contracting party shall forward the relevant response

data [at least the number of responses] to SevenOne Media without delay after the campaign has ended in the manner permitted by data protection law.

E.5. Legal responsibility/liability

The other contracting party bears legal responsibility for sales quotations made and product information outlined during the course of any contractually agreed campaign and shall assume liability vis-à-vis SevenOne Media, representing that the sales quotations and product information are compatible with the law of the land, in particular competition law. The individual customer/vendor contractual relationship is solely between the other contracting party and the end-user. The other contracting party shall assume sole responsibility for implementing the contract in full and shall provide all the services agreed in the contract to the end-user. The other contracting party shall ensure that the end-user is made fully aware of these contractual relationships. The other contracting party warrants in particular that its products, which are in circulation, do not give cause for any complaint [are fit for sale]. In any event the other contracting party is solely liable for any product liability claims by the end-user. Upon first request, the other contracting party shall indemnify SevenOne Media, SIM as well as the TV stations involved in full against any claims by third parties, resulting from a breach of the obligations detailed in this paragraph E.5, including the costs of reasonable legal defence.

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

Subject to change and misprints.

Status: July 2009.