

## General Terms and Conditions

The following conditions apply to the range of services provided by SevenOne Media GmbH, depending on the agreed services:

### A. General Conditions for All Services

#### A.1. Contractual partners

SevenOne Media GmbH [hereinafter referred to as „SevenOne Media“] is an affiliated company of ProSiebenSat.1 Media SE under company law and markets advertising time and forms of advertising on the television stations ProSieben, Sat.1, kabel eins, sixx, SAT. 1 Gold, ProSieben MAXX and kabel eins Doku [hereinafter referred to as “television stations“], and on their internet, HbbTV, teletext and mobile services. SevenOne Media also markets communication measures offered by providers who are not part of the ProSiebenSat1 Group.

Marketing is carried out in the company's own name and in compliance with internal regulations on behalf of the relevant television station and/or ProSiebenSat.1 Digital GmbH (hereinafter referred to as “PSD”), which is affiliated to ProSiebenSat.1 Media SE under company law. SevenOne Media's contractual partner may be an agency or an advertiser (“direct customer”).

Insofar as reference is made to the “contractual partner” hereinafter, the provision applies irrespective of whether the agency or a direct customer is the party to the contract. In provisions relating to only the agency or the direct customer, these terms will be used instead of contractual partner. The term “parties” refers to SevenOne Media and the contractual partner together. The term “party” may refer to SevenOne Media or the contractual partner. The term “agency's customer” is used to refer to the contractual relationship between the agency and the advertiser.

#### 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 contractual partners with regard to contracts to broadcast a TV commercial and/or with regard to advertising services in the areas stated under C, D and E (“Contract”).

##### A.2.2.

Only the GTC of SevenOne Media apply to the contract, unless otherwise agreed in writing. Any variations on these GTC and verbal agreements are only valid if they are confirmed in writing by SevenOne Media. An amendment of this requirement for the written form is only valid if it is confirmed in writing. The contractual partner's general terms of contract or general terms and conditions are hereby expressly excluded. This applies even if the contractual partner's terms and conditions have not been expressly rejected and/or SevenOne Media provides its services without contradiction.

##### A.2.3.

The contractual partner will be notified of any changes to these GTC by email or fax. They shall be deemed accepted if the contractual partner does not raise any objections to SevenOne Media within one month of being notified 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. Conclusion of the contract**

#### **A.3.1.**

SevenOne Media's offers are subject to change, i.e. they are non-binding and are subject to the availability of the services offered.

#### **A.3.2.**

The contract is only concluded by means of written acceptance by SevenOne Media of the offer accepted by the contractual partner or by the provision of the service by SevenOne Media. The contract will apply with the content confirmed by SevenOne Media, insofar as the contractual partner has not submitted a written objection to the content within three working days of receipt.

#### **A.3.3.**

In the case of contracts from agencies, the advertiser shall be accurately specified by name (name, full address, and, in individual cases, any details that may be required by SevenOne Media). SevenOne Media is entitled to request a proof of mandate from the advertising agency. Also in these cases the contractual partner is the agency. The invoice is sent to the agency. If the agency is the contractual partner, it shall, upon conclusion of the contract, assign its payment claims in relation to its customer arising from the advertising contract to SevenOne Media, which hereby accepts the assignment of the claim (assignment by way of security) and is entitled to disclose this to the agency's customer if the claim is not paid within one month of its due date.

#### **A.3.4.**

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

#### **A.3.5.**

The combination of several advertisers in one commercial or in one advertising format (known as association advertising) is subject to the express written agreement of SevenOne Media. The advertisers shall be specified by name. SevenOne Media is entitled to charge an association surcharge of 20% (twenty percent) for two advertisers and 30% [thirty percent] for three or more advertisers.

#### **A.3.6.**

To the extent that these GTC refer to programme structures/schedules, price groups or price lists of the television stations and/or SevenOne Media, these shall be deemed part of these GTC. The contractual partner shall confirm receipt of this documentation prior to conclusion of the contract.

### **A.4. Warranty**

#### **A.4.1.**

Within 12 [twelve] working days at the latest following performance of the contractual service, the contractual partner shall provide SevenOne Media with written notification that the broadcast/ service was essentially carried out in accordance with the contract [„acceptance“], or notify SevenOne Media that acceptance is rejected or that performance was not rendered. 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 whose cause is beyond the control of SevenOne Media.

#### **A.4.3.**

Where contractual performance is not rendered, is not rendered on schedule, or is not rendered in due form for programme-related reasons and/or for reasons occasioned by SevenOne Media, at its own choice and within the scope of availability, SevenOne Media shall ensure performance is rendered as per contract by means of supplementary performance. The form of supplementary performance shall be at the reasonable discretion of SevenOne Media. In the event of unsuccessful supplementary performance, the contractual partner is entitled to claim a reduction in the price commensurate with the extent of the shortfall in performance.

#### **A.4.4.**

The rights specified in paragraphs (2) and (3) above become time-barred 12 (twelve) months from the time the contractual partner gains knowledge that the performance was not rendered or was not rendered as per contract.

### **A.5. Liability on the part of SevenOne Media**

#### **A.5.1.**

Within the scope and merits of the contract, SevenOne Media is liable for damage suffered by the contractual partner,

- 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 fundamental importance to achieve the purpose of the contract [cardinal obligations];
- if these claims are asserted on the basis of the Product Liability Act;
- if, in sales contracts or service contracts, SevenOne Media has guaranteed the quality of the object or been wilfully deceitful;
- as a result of death, physical injury or damage to health resulting from a breach of duty by SevenOne Media, one of its legal representatives 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 in the case of death, physical injury or damage to health. With regard to other cases, claims for damages are limited to foreseeable damage that is typical of the contract and in the case of delayed performance to 5% (five percent) of the order value. This does not affect liability in accordance with the Product Liability Act.

#### **A.5.3.**

Insofar as SevenOne Media is only liable for typically foreseeable damage pursuant to No. 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 A.5.1 and A.5.2 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 contractual partner bears sole legal responsibility, in particular, responsibility under the provisions of media, press, and competition law, for the content of all provided commercials/co-operation content, particularly of any material made available. The contractual partner is obliged to carry out a 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. The contractual partner guarantees that the respective content does not encroach upon any third-party rights. The contractual partner further guarantees that it will not publish or make reference to any unlawful or immoral content within the scope of the co-operation. The contractual partner is obliged, upon first request, to fully indemnify SevenOne Media and/or the relevant internet providers or television stations against any disadvantages that may arise for SevenOne Media on the basis of or in connection with performance of the 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 defence.

## A.7. Withdrawal

### A.7.1.

SevenOne Media and the contractual partner are entitled to withdraw from contracts for a materially justified reason up to a period of six calendar weeks prior to the date of broadcast.

### 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 programme changes, for example, and any measures or directives issued by official authorities or other governmental offices. In this case, claims on the part of the contractual partner are precluded. In cases where SevenOne Media is responsible, as a result of negligence, for the hindrance to performance, it is not entitled to withdraw from the contract.

### A.7.3.

The contractual partner may not withdraw from any contract, where the object of the said contract pertains to the broadcasting 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 contractual partner to withdraw from the contract within the six calendar weeks prior to the scheduled broadcast date (campaign start), withdrawal will only occur 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 contractual partner, 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 an important reason. Important reasons entitling SevenOne Media to terminate the contract without notice shall, in particular, exist when:

- the contractual partner becomes insolvent, in particular in the event of a petition for or commencement of judicial bankruptcy proceedings concerning its assets or if the commencement of bankruptcy proceedings has been rejected due to lack of assets;
- the contractual partner decides to liquidate its company or actually ceases trading;
- a warning and/or a temporary injunction has been issued against one and/or both parties and/or a ProSieben Sat.1 Media SE company as a result of a contractual service;
- the contractual partner is in breach of the authorisation requirement in accordance with C.7 and D.8.

- measures or directives from authorities or other governmental offices are opposed to the services to be provided by SevenOne Media;
- SevenOne Media has the undeniable suspicion that the contractual partner or the services it is providing and or co-operation content is in breach of statutory provisions, particularly provisions of the Criminal Code, of the Interstate Treaty on the Protection of Minors from the Media or valid advertising guidelines; Founded suspicion exists as soon as SevenOne Media has fact-based indications that there has been a breach of statutory provisions, particularly from the time when preliminary proceedings are initiated against the contractual partner or from the time when the relevant state media authorities request an opinion from the contractual partner.

#### **A.8.2.**

Services rendered by SevenOne Media prior to receipt of notification of termination shall be compensated by the contractual partner in proportion to the extent of the service performed. Furthermore, fees already paid prior to termination will not be refunded.

### **A.9. Prices**

#### **A.9.1.**

Prices for TV bookings effective upon conclusion of the 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 planned times which may be subject to considerable rescheduling. Prices for non-TV bookings effective upon conclusion of contract are based on the SevenOne Media price lists in the applicable version at the time of order acceptance. Therefore, in the event of changes to this scheduling data, SevenOne Media reserves the right to adjust its prices, including with respect to orders already agreed, i.e. the particular order to broadcast a commercial. Price amendments relating to agreed and confirmed orders will become effective following commensurate notification. In the event of an increase in price, the contractual partner is entitled to reschedule the commercial even disregarding the notice period (less than ten working days before broadcast) required by B.2.3.

#### **A.9.2.**

Without prejudice to the aforementioned 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 performance period agreed with the contractual partner is prior to the introduction of any such special price, the contractual partner will be notified immediately. The contractual partner shall immediately confirm to SevenOne Media whether the agreed service is, nevertheless, to be performed at the scheduled time and that it wants to pay the special price. Otherwise, the service to be provided by SevenOne Media will be broadcast in the next possible time slot within the same sector/field as originally booked for the service.

### **A.10. Discounts**

#### **A.10.1.**

Discounts listed in the relevant price list (the latest version in each case) are granted with respect to the gross media volume (MB1) of agency customers or direct customers of SevenOne Media for advertising forms supplied within a calendar year. For teletext bookings, the discount is calculated on the basis of the gross media volume booked at the time of calculation; for all other forms of media, the discount is calculated on the basis of the invoiced gross media volume. Discounts are taken into account accordingly at the time of invoice.

#### **A.10.2.**

If the contractual partner is an agency, it will disclose and pass on all discounts received to its customers. Otherwise, the contractual partner will not disclose the services received from SevenOne Media to third parties. This continues to apply when the contractual relationship with SevenOne Media has ended.

## A.11. Terms of payment

### A.11.1.

In the case of classical bookings [1], invoicing occurs separately for the individual television stations from the start of the performance period. In the case of convergent bookings [2], invoicing for PSD occurs no later than at the end of the first month of the performance period. Payment is made, with the effect of discharging the debt, into the account specified in SevenOne Media's invoice.

SevenOne Media reserves the right to request payment in advance. Payment without deduction is immediately due following receipt of invoice. Default on payment will be deemed to have occurred 30 (thirty) days after the due date and receipt of invoice. When payment of an advance invoice is received by the 15th day of the month of performance, SevenOne Media will grant a 2% (two percent) early payment discount; in all other cases, the period for the early payment discount is ten calendar days. The early payment discount is granted subject to payment of all previous invoices.

### A.11.2.

Bank charges will be borne by the contractual partner. Cheques are always only accepted by SevenOne Media subject to clearing. Payments by the contractual partner are only deemed to have been made when SevenOne Media has the funds at its disposal.

### A.11.3.

Subject to substantiation as an agency and direct invoicing of the agency, all advertising orders placed by agencies will be subject to a discount for agency commission of 15% (15 percent) granted on the net invoice amount, i.e. the invoice amount before value added tax and after deduction of discounts, however, before the early payment discount, provided the granting of discount for agency commission and early payment discount is not precluded. In the event of changes to discounts due to additional bookings or cancellations, the discount for agency commission will be recalculated. This may result in an additional charge or payout.

### A.11.4.

In the event of default in payment, SevenOne Media is entitled to refrain from providing further services. A right to refuse to provide services shall also exist in all cases where the financial position of the contractual partner deteriorates significantly, if the contractual partner is an agency as well as in the case of a significant deterioration in the financial position of the agency's customer. The right to claims for payment, including for services not yet rendered, remains irrespective thereof. SevenOne Media is entitled to charge interest on arrears at 10 percent above the base interest rate. The right to assert claims for further loss is expressly reserved. The right of the contractual partner to furnish evidence of a lesser degree of loss due to default remains unaffected by this.

### A.11.5.

Any rights to offset will only be available to the contractual partner where its counterclaims have been legally established as non-appealable, are uncontested or have been recognised by SevenOne Media. Furthermore, the contractual partner is only entitled to assert a right to refuse to pay to the extent that its counterclaim is founded on the same contractual relationship and has been legally established as non-appealable, is uncontested or has been recognised by SevenOne Media.

### A.11.6.

Insofar as variable payment has been agreed, SevenOne Media or its representatives are entitled at any time, to a reasonable extent and during normal business hours, to examine the contractual partner's accounts and business documentation, including computer files and stocks, associated with the co-operation and to ask for copies or extracts for auditing purposes. The documentation to be provided by the contractual partner also includes documentation concerning the contractual partner's goods or services that are not included in an order. The auditing costs incurred shall be borne by the contractual partner, if there is a difference of more than 3% (three percent) to the detriment of SevenOne Media. At the contractual partner's request, the auditing will be carried out

by an expert appointed by SevenOne Media who is bound by an obligation to maintain professional secrecy. The costs incurred by such auditing shall be borne by the contractual partner. The contractual partner will keep the said accounts and documentation for a period of at least 2 (two) years after completion of the order and shall provide them for the aforementioned auditing purposes.

## **A.12. Production and material**

### **A.12.1.**

If the parties have agreed that production of the relevant service (e.g. advertising measure/commercial) is to be carried out by SevenOne Media, a company affiliated to SevenOne Media under company law, or by a third party appointed by SevenOne Media, SevenOne Media or the relevant company affiliated to SevenOne Media under company law will remain the holder of all intellectual property rights pertaining to the service.

### **A.12.2.**

The contractual partner will provide SevenOne Media with suitable footage, graphic and text material as well as, where necessary, audio material and music for the production and/or placement or broadcast free of charge and in good time, however no later than two calendar weeks, and in the case of HbbTV advertising measures no later than four 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 placement or broadcast. The contractual partner assumes responsibility for the transmission of material. Subject to prior agreement, the material will be edited accordingly, and animated if necessary, by SevenOne Media. Where SevenOne Media, a company affiliated to SevenOne Media under company law, or a third party appointed by SevenOne Media takes over the production of a service, the relevant agreed fee will be invoiced separately or itemised separately in the invoice. The relevant fee shall be due for payment in full immediately following invoicing. No. A.10 does not apply. Within the scope of the production process, the work produced will be submitted to the contractual partner for acceptance. If the contractual partner requires changes to the work produced, a correction step is included in the payment. Further changes are made in accordance with a separate cost calculation charged to the contractual partner, unless the work produced is defective.

### **A.12.3.**

SevenOne Media reserves the right to reject services (for example, commercials) or co-operation content (particularly material) provided by the contractual partner and/or prematurely discontinue broadcasting when there is good reason for this. Rejection or premature discontinuance will occur in all cases when the service provided is in breach of the applicable law and, in particular, when it is in breach of any applicable state media authority 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 breaches of the law. 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 reasons regarding the content (e.g. excessive repetition, incompatibility with a specific television station). SevenOne Media shall notify the contractual partner of the reasons for rejection without delay. In the event of rejection, the contractual partner is immediately obliged to provide new services or content to which such reasons for rejection do not apply. 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 the service had been provided as agreed. If the service is provided by SevenOne Media despite any initial declaration of rejection, the original payment obligation incumbent upon the contractual partner will remain the same.

### **A.12.4.**

When the advertising measure is not publicly released or when the placement or broadcast is prematurely discontinued for reasons for which the contractual partner is responsible, particularly as a result of late submission of documentation or material to SevenOne Media or defective or incorrect marking of such, SevenOne Media will still be entitled to charge the contractual partner the due fee for the agreed service.

### **A.12.5.**

The obligation to store material (particularly layout proposals, details, etc.) ends upon expiry of the performance period. SevenOne Media will return the material to the contractual partner at the latter's risk and cost, if the contractual partner submits a written request for such to SevenOne Media within 10 days of the end of the performance period. Otherwise, SevenOne Media is entitled to destroy the material. SevenOne Media is entitled to retain the material until full payment has been made. In the event of damage or loss of material during storage, SevenOne Media will only bear responsibility within the scope of clause A.5 above.

## A.13 Rights of use

### A.13.1.

The contractual partner guarantees that it holds all rights to the services or content provided by it (for example, graphic and text material, music) for the booked advertising measure (television, online, HbbTV and/or teletext) and in particular that it holds the required copyrights, trademark rights, ancillary copyrights, personal rights and other rights and that it can assign these rights to SevenOne Media for the purpose of completing the order, temporally, geographically and contextually, to the extent necessary for performance of contract. The required television rights, public broadcasting rights and rights of use for online and HbbTV advertising measures are transferred, in all cases, without any geographical limits and provide entitlement to broadcast, placement and publicise by means of a known, technical process as well as all forms of television and internet. The rights granted to the television station as a package by GEMA are not included in this transfer of rights.

### A.13.2.

The contractual partner hereby extends to SevenOne Media all copyrights, ancillary copyrights and other rights necessary to permit use of the transferred content in accordance with the contract; particularly the right to edit, duplicate, disseminate, broadcast (especially free TV, pay TV, pay-per-view), publicise, retrieve from a database 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 to provide the placement or broadcast. At the first request, the contract partner 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 for any further damage. The contractual partner is obliged to support SevenOne Media in all good faith with information and documentation for the purpose of legal defence in relation to 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 (e.g. layouts, etc.) carried out by SevenOne Media and/or the appointed third party. Use of such advertising measures by the contractual partner outside the scope of the respective co-operation project is subject to prior approval by SevenOne Media [licence]; where required, against payment of an individually negotiated licence fee.

## A.14. Confidentiality

Subject to the provisions in A.14.3, the parties undertake to treat as confidential all the information and data they obtain from the other contractual partner in connection with the carrying out of the order and not to make this accessible to third parties. This applies in particular to price lists and contracts. This obligation shall remain in place even after the order has been completed.

### A.14.2.

Third parties in terms of this section of the General Terms and Conditions are considered to be all companies not legally affiliated with SevenOne Media.

### A.14.3.

If the contractual partner is an agency, this party will ensure that it informs its customers it serves of the fact that further service provision relationships could arise between SevenOne Media and the agency in addition to the procurement of advertising airtime for its customers, and that the agency may be granted rebates and discounts by SevenOne Media within the context of these service provision relationships. If it is required to do so, the agency will disclose all fees, rebates and discounts it receives to the customers it serves, and pass these on to them if appropriate.

Using suitable non-disclosure agreements, the agency will ensure that the customers it serves do not in turn disclose to third parties any information they obtain during the course of the order being carried out. A disclosure by the agency to an auditor commissioned by customers of the agency for the purpose of conducting media audits and for benchmarking purposes is permitted if this auditor pledges in writing to maintain confidentiality, to ensure data protection and data security and to comply with antitrust laws. In the course of an audit or benchmarking, the agency or the auditor may not disclose information that

would allow the recipient to draw conclusions about the terms and conditions of individual advertising customers. Information may under no circumstances be disclosed or otherwise made available to competitors of SevenOne Media

## **A.15. Final 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 do not apply. The sole place of jurisdiction 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 place of jurisdiction permitted by law.

### **A.15.2.**

Should one or more provisions of these GTC be or become invalid, the validity of all other provisions or agreements will remain unaffected. The parties will replace the invalid provision with an alternative that most closely resembles the economic purpose of the invalid provision. The same will apply in the event of any loopholes in the contract.

### **A.15.3.**

Amendments and supplements to the contract, including any amendments to this clause, require the written form. Any declaration of termination or withdrawal from the contract is subject to the written form. The 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). The written form may, however, also be observed 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 relationship between SevenOne Media and contractual partners with respect to the broadcasting of TV commercials (hereinafter referred to as "commercials"). Furthermore, these Special Conditions for TV Services apply accordingly to the booking of advertising measures in the HbbTV sector when using TV commercials extended in an HbbTV application (red button function/ interactive TV commercials).

### **B.2. Booking commercials B.2.1.**

Advertisements (commercials) of any length beginning at four seconds, as required by the contractual partner, can be booked with the television stations SAT. 1, ProSieben, kabel eins, sixx, SAT.1 Gold, ProSieben MAXX and kabel eins Doku marketed by SevenOne Media. The price of the broadcast is calculated per second according to the respective price group and duration of the commercial in question.

### **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 programme structures/schedules for the respective television station applicable at the time of order acknowledgement by SevenOne Media. In the absence of a 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 an advertising block. SevenOne Media is entitled to impose a surcharge for booking a specific advertising block or specific position within an advertising block. SevenOne Media will make every effort to facilitate the broadcast of the commercial in a particular advertising block requested by the contractual partner, but without providing 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 programme schedule.

### **B.2.3.**

SevenOne Media and the contractual partner are entitled to alter bookings relating to the placement of commercial transmissions made on the basis of the contract up to 6 (six) calendar weeks prior to broad-

cast. The contractual partner is entitled to alter bookings for agreed commercial transmissions (change to price group booked, length of commercial, and time of broadcast), provided that the request to amend the booking is submitted to SevenOne Media in writing no later than 10 (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 times.

#### **B.2.4.**

In addition, SevenOne Media reserves the right to reschedule the commercial broadcast dates in specific cases, subject to maintaining the overall media service as agreed and in consideration of the interests of the contractual partner (right to reschedule). This has no influence on the status of the contract or 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.**

Exclusion of competitive commercials cannot be granted within one advertising block.

### **B.3. Legality of commercials**

The contractual partner is solely responsible for the content of commercials and is obliged to carry out a careful examination to ensure that commercials do not infringe statutory provisions or the applicable common advertising directives issued by state media authorities. The contractual partner guarantees that commercials do not contravene any other provisions of press, advertising and competition law or provisions for the protection of children and young persons, and that the commercials do not violate any third-party rights. At the first request, the contractual partner will fully 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 television station are not obliged to view or inspect commercials prior to acceptance of the order; this also applies with respect to any references in the commercial to website addresses and telephone numbers of the contractual partner as well as their content. The contractual partner is not entitled to include third parties, particularly trading partners, in the commercial.

### **B.4. Broadcast material B.4.1.**

The contractual partner is obliged to provide SevenOne Media with all necessary materials for the broadcast (format schedules and broadcast copy), in addition to any new advertising commercials/ formats no later than 5 (five) working days prior to the agreed broadcast date. The contractual partner bears sole responsibility for the technical and contextual quality of the broadcast copy.

The broadcast copies must be uploaded to SevenOne Media via the SevenOne Media uploader at <https://uploader.sevenonemedia.de/upsom/de/>. The technical specifications for SD and HD files are available at <http://www.prosiebensat1produktion.de/>.

SevenOne Media shall immediately forward the respective formats to the third parties appointed by the television stations to process the broadcast. However, SevenOne Media does not accept any liability for damage, for which it is not responsible, resulting from transportation of the broadcast material.

#### **B.4.2.**

The obligation to store documentation and broadcast copies ceases with the final broadcast of the commercial. SevenOne Media is entitled to delete the broadcast material 20 days after the last broadcast.

#### **B.4.3.**

At the time of submitting the broadcast copy, the contractual partner is obliged to provide SevenOne Media with all details necessary for settlement of payments to GEMA [German society for musical performing and mechanical reproduction rights] or other collecting societies; in particular, details of the producer, publisher, composer, LC number, songwriter, title and length of the advertising music.

#### **B.4.4.**

If the commercial is not broadcast for reasons occasioned by the contractual partner, particularly as a result of late submission of documentation or broadcast copies to SevenOne Media or defective or incorrect marking of such, SevenOne Media can charge the contractual partner the due fee for the agreed broadcast time.

#### **B.4.5.**

At the end of the broadcasting month, SevenOne Media sends the contractual partner the broadcast confirmation electronically with details of the actual transmission times.

#### **B.6. Miscellaneous**

Orders 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 with regard to broadcasts by each individual television station, independent of any concurrent orders and/or concurrent order acknowledgement.

## **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 relationships between SevenOne Media and its contractual partners parties with respect to the booking of commercial advertising measures online (hereinafter referred to as "advertising measures"). Furthermore, these Special Conditions for Online Services apply accordingly to the booking of advertising measures in the podcast and HbbTV sector.

### **C.2. Booking advertising measures**

#### **C.2.1.**

During the media period agreed between the contractual partners, SevenOne Media will book advertising measures on the agreed website of the operators or providers of the respective internet services (hereinafter referred to as the "internet provider"). The websites and areas offered by the respective internet provider are indicated in the relevant product descriptions applicable at the time of order acknowledgement by SevenOne Media. SevenOne Media will make every effort to facilitate placement of the advertising measures on a web page/in an area requested by the contractual partner, but cannot provide any form of guarantee in this respect. No guarantee can be provided that the advertising measure will be visible to the internet user. Furthermore, SevenOne Media cannot guarantee that no other web pages/areas are offered in addition to those detailed in the media data. The contractual partner does not have any right to maintain a specific period of access to the respective web page.

#### **C.2.2.**

The contractual partner and SevenOne Media are entitled to alter placements of advertising measures up to one week prior to the scheduled placement, insofar as any such changes are reasonable for the other contractual partner. The contractual partner 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 (for HbbTV at least 5 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 dates.

#### **C.2.3.**

Exclusion of competitive material on a web page cannot be guaranteed, i.e. placement of advertisements by competitors of the contractual partner during the same period and on the same web 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 these advertising formats prior to placement and, if necessary, decline placement. The contractual partner is obliged to submit these advertising formats to SevenOne Media for the purpose of viewing and also to notify SevenOne Media of any subsequent changes.

#### **C.2.5.**

SevenOne Media will supply the contractual partner with information in a format specified by SevenOne Media, detailing the number of AdImpressions[3] and/or AdClicks[4] during the campaign. In this respect the data ascertained by SevenOne Media via its AdServer[5] will be decisive.

### **C.3. Material**

#### **C.3.1.**

The contractual partner 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 contractual partner 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.sevenonemedia.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 (ten) working days prior to the agreed placement date, and the material is to be sent by email to [banner@SevenOneMedia.de](mailto:banner@SevenOneMedia.de), for HbbTV to: [hbbtv@sevenonemedia.de](mailto:hbbtv@sevenonemedia.de).

### **C.4.Placement**

#### **C.4.1.**

Placement will be in the normal resolution quality for the respective internet provider/HbbTV provider and dependent on the technical standard of the internet user's/HbbTV provider's technical equipment.

#### **C.4.2.**

The contractual partner 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 contractual partner require a change to the commercial advertisement following expiry of the above period, it will be obliged to bear the cost of making the change.

#### **C.4.3.**

In the event of a failure to submit the advertising media on schedule, in full and/or not in accordance with the technical specifications, SevenOne is entitled to fill the intended placements by other means until the advertising media has been submitted correctly. The contract will then be performed at the discretion of SevenOne Media. The contractual partner is also obliged to pay the full placement price.

### **C.5. Miscellaneous**

SevenOne Media is entitled to forward the contractual partner's gross advertising turnover in relation to products to Nielsen Media Research or to comparable institutions for publication.

### **C.6. Legal responsibility**

#### **C.6.1.**

The contractual partner 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 German Teleservices Act (TMG) or competition law.

### **C.6.2.**

At the first request, the contractual partner will fully indemnify SevenOne Media against any third-party claims in this respect. The General Terms and Conditions also apply.

## **C.7. Transfer of use to third parties**

If the contractual partner intends to transfer use of the commissioned areas to a third party, it is required to obtain prior authorisation from SevenOne Media. SevenOne Media will only authorise such transfer, insofar as the contractual partner is able to furnish evidence of a justified interest. Interests existing at the time of conclusion of the contract will not be deemed justified interests in this respect.

## **C.8. Ordinary termination**

### **C.8.1.**

If only online services are covered by the contract, SevenOne Media and the contractual partner are entitled to terminate the contract up to six calendar weeks before the planned start of the campaign. If, in addition to online services, additional services are covered by the contract (e.g. TV, teletext, HbbTV with TV commercials that are extended in HbbTV (red button function/interactive TV commercials)), the contract can only be terminated prematurely if the requirements of clauses A.7 and/or A.8 are met.

### **C.8.2.**

In the event that the contractual partner terminates the contract later than six calendar weeks before the start of the campaign, the contractual partner is obliged to make a payment to SevenOne Media in accordance with the following scale (on a pro-rata basis):

- up to 4 (four) weeks prior to the start of the campaign, no payment is made;
- up to 2 (two) weeks prior to the start of the campaign: 50% of the payment;
- up to 1 (one) week prior to the start of the campaign: 75% of the payment;
- up to 3 (three) working days prior to the start of the campaign: 80% of the payment;
- up to 0 (zero) working days prior to the start of the campaign: 100% of the payment;

## **C.9. Data protection**

### **C.9.1.**

If the contractual partner obtains or collects data from the placement of advertising media on online services offered by PSD by using special techniques, such as by using cookies or tracking pixels, the contractual partner shall ensure that the provisions of the General Data Protection Regulation are observed when collecting, processing and using personal data.

### **C.9.2.**

If the contractual partner acquires anonymous data by accessing advertising material it has supplied for PSD's online services, the contractual partner may only evaluate this data within the scope of the respective campaign. This evaluation may only include anonymous data generated by advertising placements on PSD's online services.

### **C.9.3.**

Furthermore, the contractual partner is prohibited from further processing, using or forwarding any data acquired by accessing the advertising material it has supplied for PSD's online services. In particular, the contractual partner may not store, evaluate or otherwise use data from advertising placements on PSD's online services for its own purposes and/or forward such data to third parties. This ban also applies to the creation of profiles from user behaviour on PSD's online services and their further use.

#### **C.9.4.**

If the contractual partner uses third-party systems to place advertising material on PSD's online services, it shall ensure that the system operator also respects this agreement.

#### **C.9.5.**

For every breach of the obligation arising from clauses C.9.1 to C.9.4, the contractual partner shall pay SevenOne Media a contract penalty amounting to 10 times the price of the contract, from which the unauthorised data usage originates. This does not affect any further claims to damages.

#### **C.9.6**

In the interest of transparent data protection when collecting and processing anonymous usage data for the purpose of usage-based online advertising, SevenOne Media has voluntarily agreed to comply with the following self-regulation measures of the German Data Protection Council for On-line Advertising, which stipulate certain notification and identification obligations in connection with usage-based advertising. The codes "Self-regulation of telemedia providers in the field of usage-based online advertising – code for telemedia providers" and "Self-regulation of service providers in the field of usage-based online advertising – code for OBA service providers" are available at [www.meine-cookies.org/ddow.html](http://www.meine-cookies.org/ddow.html). Insofar as the contractual partner collects or processes anonymous usage data in accordance with the contract from the advertising material supplied by it for PSD's online services for the purpose of usage-based online advertising, it shall ensure that the provisions of the code for OBA service providers are observed.

## **D. Special Conditions for Teletext Services**

### **D.1. Scope of application**

In addition to the general conditions in Part A, these Special Conditions for Teletext Services govern the contractual relationships between SevenOne Media and its contractual partners with respect to booking teletext advertising (hereinafter referred to as "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 category and environment for TT services arise from the relevant programme structures/schedules applicable at the time of order acknowledgement by SevenOne Media. No right exists for placement of TT advertising/TT advertising lines in a specific position on a TT page.

SevenOne Media will make every effort to facilitate transmission of the TT advertising in a teletext page position requested by the contractual partner, but 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 programme schedule. The contractual partner is not entitled to maintain a specific period of access or specific number on the respective TT page.

SevenOne Media and the contractual partner are entitled to alter bookings relating to placement of advertisements up to 6 (six) calendar weeks prior to transmission, insofar as any such changes are reasonable for the other contractual partner. The contractual partner 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 to SevenOne Media in writing no later than 2 (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 dates. A maximum of one change per week to the content and format of previously booked advertising placements is permitted.

#### **D.2.3.**

Exclusion of competitive material cannot be guaranteed within a TT page, i.e. the placement of advertisements by the contractual partner's competitors during the same period 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 recognisable as such and clearly separated from all other content of the services. 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.**

SevenOne Media and the contractual partner are entitled to terminate the contract with respect to teletext services by giving notice of 6 (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, HbbTV, 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 contractual partner will incur a discount reversal obligation; whereby the contractual partner is obliged to repay SevenOne Media any discount previously extended.

### **D.4. Material**

#### **D.4.1.**

The contractual partner is obliged to provide SevenOne Media with all necessary materials (TT formats/ TT texts) in relation to transmission of the TT advertising 10 (ten) working day prior to the agreed broadcast date.

TT advertising material should be sent to: SevenOne Media GmbH  
Sales & Service Teletext Medienallee 4  
D-85774 Unterföhring

or by email to:  
grafik@SevenOneMedia.de

### **D.5. Transmission**

#### **D.5.1.**

Transmission will be in the normal resolution quality for the teletext service booked.

#### **D.5.2.**

The contractual partner 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 contractual partner require a change to the TT advertising following expiry of the above period, the contractual partner will be obliged to bear the cost of making this change.

### **D.6. Warranty**

The teletext pages are offered with 98% (ninety-eight percent) 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. This does not affect Clau A.4 of the General Terms and Conditions.

## D.7. Transmission area

Attention is hereby explicitly drawn to the fact that transmission 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

If the contractual partner 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 authorise such transfer, insofar as the contractual partner is able to furnish evidence of justified interest. Interests existing at the time of conclusion of the contract will not be deemed justified interests in this respect.

## E. Special Conditions for Direct Marketing Services

### E.1. Scope of application

In addition to the general conditions in Part A of these GTC, these Special Conditions for Direct Marketing govern the contractual relationships between SevenOne Media and its contractual partners in relation to direct marketing services (hereinafter referred to as "direct marketing"). On the basis of a contractual agreement with PSD, SevenOne Media is entitled to market address, email and telephone data of PSD and a partner company ("customer bonus programme") (hereinafter summarised as "data"). The contractual partner would like to use this database.

### E.2. Subject

In particular, direct marketing includes the following services provided by SevenOne Media:

- advertising emails, advertising letters and telephone marketing campaigns containing a service provided by the contractual partner and sent/recommended by the television station or the viewer loyalty systems (clubs)
- advertising emails, advertising letters and telephone marketing campaigns containing a service provided by the contractual partner and sent by the customer bonus programme and recommended by the television station or the viewer loyalty system.

### E.3. Execution of the campaign

The technical execution of the campaign is within the scope of contract data processing in accordance with Section 11 of the German Federal Data Protection Act (BDSG) by a service provider commissioned by PSD.

### E.4. Data protection

#### E.4.1.

Data The contract does not grant the contractual partner any rights to use the data of SevenOne Media, PSD or the operator of the customer bonus programme. The data is not transmitted to the contractual partner and the contractual partner does not have any other access to it. The object of a direct marketing campaign is the one-off use of the data required to provide the contractual services only for the purpose agreed between the parties in the specific case concerned.

#### E.4.2. Generated customer data

"Generated customer data" is such data produced by the contractual partner to ensure that end customers contact the contractual partner as a result of the direct marketing campaign. The contractual partner guarantees that it shall comply with statutory provisions, and particularly the provisions of data protection law, when using the generated customer data. At the first request, the contractual partner

shall fully indemnify SevenOne Media and PSD against any third-party claims, including against costs for appropriate legal defence, which arise due to the contractual partner's unlawful use of the generated customer data. The contractual partner shall not sell, rent out or in any other way forward customer data generated via SevenOne Media to third parties for their use [ban on forwarding data]. Third parties in this respect are also affiliated companies under company law (Section 15 et seq. of the Companies Act). For each case of a culpable breach of the ban on forwarding data, the contractual partner shall pay SevenOne Media a contract penalty of EUR 100.00 for each forwarded customer data record.

#### **E.4.3. Response data**

The customer information (response data) generated from contracts that have been concluded or orders from the contractual partner are fully available to both parties for their own evaluation purposes subject to compliance with data protection regulations.

As soon as the campaign has ended, the contractual partner will forward the relevant response data to SevenOne within the scope of what is permitted under data protection regulations, however at least the number of responses.

### **E.5. Legal responsibility/liability**

The contractual partner bears legal responsibility for the sales offers provided by the contractual campaign and the product information provided and guarantees to SevenOne Media that the sales offers and product information presented is compatible with the applicable law, particularly competition law. The individual customer contract is exclusively between the contractual partner and the end customer. The contractual partner assumes sole responsibility for the complete performance of the contract and shall provide the end customer with all services arising from the contract. The contractual partner will ensure that the contractual relationships are clearly communicated to the end customer. In particular, the contractual partner guarantees that the products it has introduced are not subject to any complaints [suitable for the intended purpose]. In the case of any product liability claims by the end customer, the contractual partner bears sole responsibility in all cases. At the first request, the contractual partner shall fully indemnify SevenOne Media, PSD and the television station involved against any third-party claims resulting from a breach of any of the obligations stated in this clause E.5, including the costs of appropriate legal defence.

#### **Subject to changes and printing errors**

Date: 09/07/2019

Valid for all new contracts concluded from 09/07/2019, in the case of an existing contractual relationship with the conclusion of a new agreement.

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

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

[3] Measurement procedure for advertising objects, for example, banners. AdImpressions record the number of contacts made with respect to an online advertisement booked on a website. They indicate the actual number of advertising media contacts. A benchmark for booking advertising that records the number of banners provided via an AdServer.

[4] Advertise-Click. Number of clicks on a link to the advertiser's offer. AdClicks indicate the number of advertising media contacts actually made.

[5] AdServer technology is used to optimise the advertising placed on the internet. Adservers manage the entire advertising process, from booking, through placement to response evaluation. Various different rules can be defined that determine the placing of formats by the AdServer. As such, the AdServer ensures that the right advertisement is sent to the advertising space booked at the right time.