



General Terms and Conditions of Business: Advertising & Marketing

General Provisions

1. Subject of the contract and scope of application

1.1. The EO Television GmbH, Maistr. 45, 80337 München (hereinafter referred to as “eoTV”) offers the advertising and marketing services described below in its own name and for its own account. eoTV uses third parties at its own discretion for the purposes of providing the contractual services.

1.2. These General Terms and Conditions of Business for the Advertising and Marketing Services of the EO Television GmbH (hereinafter referred to as “these Terms and Conditions”) shall apply to all contractual relationships for the provision of the services described herein.

1.3. General Terms and Conditions of Business of any contractual partner of eoTV (hereinafter referred to as “the Customer”) shall not apply and their application is already expressly excluded in advance.

1.4. The Customer's advertising material must comply with the eoTV Ad Design and the applicable legal requirements.

1.5. Any subsequent amendment agreements to these Terms and Conditions must be in writing. Any individual agreements with the Customer shall take precedence over these Terms and Conditions.

1.6. eoTV shall be entitled to amend these Terms and Conditions at any time with effect for future contractual relationships. The version of these Terms and Conditions that was presented upon the conclusion of the contract or, if no version of these Terms and Conditions was presented, the version of these Terms and Conditions that was published on eoTV's website at www.eotv.de at this time, shall apply.

1.7. eoTV shall further be entitled to subsequently change these Terms and Conditions unilaterally, by giving written notification, as a result of changes in the law or measures by the broadcasting and media supervisory authorities, or due to modified technical standards, which eoTV is legally obliged to implement, subject to having due regard for the Customer's interests. Any change shall take effect six weeks after receipt of the notification, provided the Customer does not object to the change.

1.8. Moreover eoTV shall also be entitled to change these Terms and Conditions unilaterally by notifying the change(s) to these Terms and Conditions and sending an amended version of these Terms and Conditions in written form. Any change shall take effect six weeks after receipt of the notification, as long as the Customer does not object to the change. In the notification eoTV shall advise the Customer that if it continues to use services without objecting to the changes for more than six weeks after receiving the notification, then it shall be deemed to have accepted such changes. If the Customer objects to the changes, either Party shall be entitled to terminate existing contracts by giving six weeks' notice.

1.9. 1.6-1.8 shall apply accordingly for the eoTV Ad Design.

1.10. Advertising guidelines of German Law shall apply to product placement.

1.11. In addition any other relevant legal advertising guidelines shall apply.

2. Conclusion of a contract

2.1. Except where otherwise agreed or declared, offers by eoTV, regardless of whether they are written, verbal or in text form, shall be non-binding and merely constitute an invitation to the Customer to make an offer.

2.2. In the event that the Customer makes an offer by placing an order, a contract is concluded once his order has been confirmed by eoTV in writing; alternatively, an offer can also be accepted through the fulfilment of the order. In the case of a booking via an electronic booking system eoTV shall either send an electronic booking confirmation or shall accept the booking by means of a corresponding status change in the booking system that is visible to the Customer.

2.3. Where advertising orders are placed by agencies acting on behalf of third parties, eoTV shall be entitled to refuse to fulfil them until the agency names its customer. eoTV shall be entitled to ask agencies for proof that they were appointed to act on behalf of their customer and to withhold its own services until such proof has been provided. eoTV reserves the right to contact the agency's customer directly and to submit the booking confirmations to the same.

2.4. Where agencies are not expressly acting as their customer's representative with a corresponding full power of attorney, the agency shall be invoiced as the debtor. In the event that the agency is invoiced, upon concluding the contract the agency shall already assign any payment claims against its customer arising from the respective booking to eoTV to secure eoTV's entitlements to a consideration and eoTV shall accept this assignment. If the assigned claims exceed the entitlements to a consideration that are to be secured by 150% or more, the agency shall be entitled to ask eoTV to release the security interests up to the aforementioned threshold. Where eoTV holds a number of assigned claims it may decide at its sole discretion which assigned claims shall be released.

2.5. The Customer may only transfer advertising services to a third party with eoTV's express and prior written consent. The same applies to instances in which goods, services or any other offerings are being advertised in advertising material by several companies ("Tie-in Advertising"). In this case the Customer must name all the advertisers. eoTV shall be entitled to levy a tie-in surcharge amounting to 20% (twenty per cent) in the event of two advertisers or 30% (thirty per cent) in the event of three or more advertisers. For the avoidance of doubt the Parties hereby stipulate that the tie-in surcharge shall be levied on the entire remuneration agreed for the use of the advertising material. The party with which the contract for the provision of the Tie-in Advertising has been concluded shall be the sole payment debtor for the entire remuneration.

2.6 eoTV shall grant a 50% (fifty per cent) discount for broadcasting a mandatory reference to the composition of OTC products within the meaning of section 4 (3) of the German Medicines Act [Heilmittelwerbegesetz (HWG)] in the case of advertising for pharmaceutical products. This shall only apply to cases where the mandatory reference complies with the standard recommended by the German Medicines Manufacturers Association [Bundesverband der Arzneimittel-Hersteller (BAH)] or the German Advertisers Association [Organisation Werbungtreibende im Markenverband (OWM)] (namely white text on a grey background; four seconds' duration).

Special Provisions

3. Special provisions for television advertising

3.1. Types of television advertising

3.1.1. An “advertisement” is a film of at least five seconds' duration in which a product or a service is promoted in an advertising slot during or in between television programmes.

3.1.2. “Product placement” is mentioning or showing the goods, services, names, trade marks or activities (hereinafter referred to as the “Product” or “Products” respectively) of a manufacturer or a supplier of products in the production chain with the aim of promoting sales.

3.1.3. A “special advertising format” is any form of advertising that is neither an advertisement nor a product placement.

3.2. Delivery of material for advertisements and special advertising formats

3.2.1. The Customer must deliver the material needed for the broadcast (including schedules and station copies), in a technically satisfactory form that meets all eoTV's technical specifications, at least seven working days (Monday to Friday, excluding Saturday, Sunday and statutory public holidays in Bavaria) before the scheduled run date and during eoTV's normal business hours (between 9 am and 6 pm).

3.2.2. If the material needed for the broadcast is obviously defective or damaged eoTV will inform the Customer of the fact and the Customer must promptly deliver material that is free of damage or defect. eoTV shall not be obliged to inspect and reject the material needed for the broadcast. No rights may be derived from the absence of an inspection and/or rejection.

3.2.3. Advertisements in SD format will first be converted to HD resolution due to the transmission format in HD television (1080i/25). In the case of transmission via SD channels (e.g. SD satellite) the HD signal will be converted to SD format.

3.2.4. If a broadcast with a contractually binding run date cannot take place because the Customer failed to deliver material that was of broadcast quality (particularly if this was due to the material being obviously defective or damaged) within the time frame specified in Clause 3.2.1, eoTV shall be released from its obligation to perform the contract without losing its claim to remuneration. Any other revenues shall be deducted from the remuneration claim.

3.3. Delivery of products for product placement

3.3.1. The Customer shall be obliged to deliver the product(s) to be placed, free of defects, by the agreed date and to the agreed place.

3.3.2. The programme scheduling shall be the sole responsibility of the broadcaster, which may reschedule the run date of the production at any time due to technical broadcasting issues and/or cancel the transmission of the production. If the run date is rescheduled and/or cancelled altogether, any claims on the part of the contractual partner against the broadcaster shall be excluded, irrespective of the legal grounds.

3.3.3. The Customer shall bear the costs and risks of delivering the product. The Customer shall be solely responsible for ensuring compliance with all transportation regulations and for obtaining all import and export licences. The same shall apply for transporting the product away from the broadcaster if the product is not used up or if it is assigned to a new owner.

3.3.4. The Customer shall indemnify eoTV as well as the production companies – within the meaning of a genuine contract for the benefit of third parties – on first demand from any damages, costs (including reasonable legal defence costs) and third-party claims arising from defects of the product.

3.3.5. At eoTV's request the Customer shall arrange adequate insurance cover for the product. The costs of the insurance cover shall be borne by the Customer.

3.4 Broadcasts of programmes in which products are placed

3.4.1 With regard to the deferral of run dates for product placement, Clauses 5.4 to 5.6 shall apply. If no price groups have been defined, the run time and weekday shall

be deemed to constitute the “price group”.

3.4.2 eoTV shall not guarantee protection against competition for product placement, not even within a programme.

3.5. Broadcasts of transmissions involving special advertising formats

3.5.1 With regard to the deferral of broadcasting dates for special advertising formats, particularly transmissions in which cash or non-cash prizes are offered by the Customer, or by eoTV on behalf of the Customer, Clauses 5.4 to 5.6 shall apply. If no price groups have been defined, the broadcasting time and day of the week shall be deemed to constitute the “price group”.

3.5.2 eoTV shall not guarantee protection against competition for special advertising formats, particularly promotional competitions, not even within a programme.

3.5.3 Where consumer data is collected by eoTV on behalf of the Customer, e.g. during promotional competitions, the data concerning winners shall be forwarded to the Customer promptly; the Customer shall be solely responsible for handling any prize notifications and shall indemnify eoTV – within the meaning of a genuine contract for the benefit of third parties – against any third-party claims arising from the running of promotional competitions or other reward offers. If eoTV runs the promotional competition or reward offer in its own name, the Parties shall establish provisions on a contract-by-contract basis on how they should be run.

4. Special provisions for online advertising

4.1. Online advertising commissions generally require a lead time of ten working days if the advertising material contains other special features. For other types of online advertising a lead time of seven working days is sufficient.

4.2. Advertising material shall be delivered by the Customer. For advertising material in Universal Advertising Package (UAP) format, eoTV requires at least five working days from the time of delivery to examine and integrate it, provided the advertising material complies with any other agreed specifications. The same applies for advertising material in Rich Media Format.

4.3. Where advertising material is not delivered in a form that meets the requirements set out in Clause 4.4, this shall be deemed to constitute a default in delivery. In the event of a default in delivery eoTV shall be released from its obligation to perform the contract without losing its claim to remuneration; any other revenues shall be deducted from the remuneration claim. If the Customer is obliged to deliver more than one kind of advertising material and there is a default in delivery within the meaning of sentence 1 in respect of one or more kinds of such material, then eoTV shall endeavour to execute the order with the advertising material that has been delivered, but shall retain its full remuneration claim; any other revenues shall be deducted from the remuneration claim. If the Customer commissions a so-called “ad bundle”, the failure to deliver one or more kinds of advertising material shall be deemed to constitute a default in delivery.

4.4. The advertising material must be sent in accordance with the currently applicable technical specifications for online advertising as well as the self-regulatory framework of telemedia providers in relation to usage-based online advertising.

4.5. In the event that advertising material is delivered belatedly, then the agreed ad impressions (the number of times the respective advertising material is called up), referrals (the forwarding of users who have clicked on the respective advertising material) and other KPIs (key performance indicators) shall be reduced on a pro rata temporis basis in proportion to the overall campaign period. eoTV shall retain its full remuneration claim; any other revenues shall be deducted from the remuneration claim.

4.6. For advertising material that is to be imported via servers that are not operated by eoTV (third party server ads) the following additional terms and conditions shall apply:

a) Orders involving third party server ads generally require a lead time of at least ten working days.

b) In connection with such a booking all relevant documentation and information that is necessary or helpful for incorporating these third party server ads at the technical level must be forwarded.

c) Prior to clearance eoTV shall not be obliged to deliver third party server ads. After clearance by eoTV third party server ads may no longer be changed without the express consent of eoTV. In addition the Customer must adhere to the agreed technical standards, transmission speeds and data volumes.

d) The Customer must ensure that the operator of the servers for the delivery of the third party server ads provides at least the statistical information specified within the scope of the individual contract, which is necessary for invoicing and checking the service provision.

4.7. Unless otherwise agreed, eoTV shall report on and invoice the delivery of the advertising material on a monthly basis. To this end impressions and click rates (the frequency of interactions with advertising material, i.e. how often it has been clicked on) shall be the sole criteria used and disclosed to the Customer, unless otherwise agreed.

4.8. In connection with the commissioning of the services described in these Terms and Conditions the Customer must provide detailed advance information as to what data will be collected from the user, and processed, by the Customer or by third parties acting on its behalf. The same shall apply to forwarding/processing to or by third parties. Unless otherwise expressly agreed, collecting personal data solely by means of displaying the advertising material or by means of clicking on the advertising material shall be prohibited. In addition the Customer shall also undertake to advise eoTV of the following information in good time before the run date, even if no personal data is being collected:

1. a) Any content or technologies that are being provided or loaded via the use of advertising material (whereby the use of advertising material begins when this advertising material is called up by disney.de and does not finish until the user lands on the target website after clicking on this advertising material, and all the elements of this website have been fully loaded and are active), particularly server cookies or other methods of identifying and/or tagging a user.
2. b) Copies of all notifications and/or messages that users may see when interacting with advertising material, namely the notifications or messages that are displayed if the advertising material is not working correctly and messages from the web browser asking users if they will accept the placing of a server cookie.

4.9 If eoTV approves the collection of personal data the Customer shall ensure and guarantee that personal data shall only be collected in accordance with statutory provisions. In particular the Customer shall ensure and guarantee to only proceed to use tracking technologies and place cookies in accordance with statutory provisions. The Customer shall ensure and guarantee to make disclosures in relation to the handling of personal data and the use of tracking technologies and cookies in accordance with statutory provisions. The Customer shall ensure and guarantee to provide a privacy statement that complies with statutory provisions on all the websites (including landing pages) to which advertising material links. The Customer

shall ensure and guarantee to give users the option of being able to use the website to which the advertising material links without providing personal data.

4.10. The Customer must check the advertising material independently; in particular it must ensure that the links to the Customer's website provided to eoTV are working and that these websites are available. eoTV shall not be obliged to carry out such checks. Nor shall eoTV be obliged to check the quality of the advertising material, e.g. in terms of the colouring or the completeness of animations, audio output or such like.

4.11. If the Customer is of the opinion that the advertising material is not being presented correctly or is not working as was intended, then the Customer must inform eoTV of the fact without delay, and in any case no later than within three days after the start of the campaign if the fault was already present at the start of the campaign. In other cases the Customer must inform eoTV as soon as it has become aware of a fault. Provided eoTV has not caused this fault it shall be entitled to make any adjustments contingent upon the Customer's acceptance of the costs, based on the current price list.

4.12. If there is a dispute between the Parties over the completeness or accuracy of the statistical information, the data on the ad impressions and click rates collected by eoTV itself shall be deemed to be binding for the invoices.

4.13. If a specific number of ad impressions over the course of the campaign has been agreed, then eoTV shall use reasonable endeavours to achieve this number of ad impressions. In the absence of any agreements to the contrary, eoTV shall be entitled to determine the specific placement and rotation of the advertising material itself.

4.14. If the agreed number of ad impressions is not achieved while the campaign is running, unless the Customer requests otherwise eoTV shall be entitled to broadcast the advertising material beyond the campaign period, without additional remuneration, until the agreed number of ad impressions has been achieved.

4.15. Under no circumstances shall the Customer be entitled to a reduction in price due to a shortfall in the number of ad impressions.

4.16. If, after services described in these Terms and Conditions have been commissioned, advertising material is changed by the Customer (including re-direct, etc.) or if data to which advertising material is linked is subsequently changed by the Customer, eoTV shall be entitled to suspend the further execution of the order. eoTV shall resume the execution of the order once the Customer has reversed the change. At the Customer's choice services provided between the times of the change and the suspension shall either be offset against the agreed ad impressions, referrals and/or other KPIs, or else eoTV will continue the service in respect of the ad impressions, referrals and/or other KPIs provided at the time of the change in return for appropriate additional remuneration. In either case the Customer shall be obliged to pay for services provided between the times of the change and the suspension.

4.17. Consumer data generated in relation to promotional competitions shall belong exclusively to eoTV. The Customer shall be responsible for providing and delivering competition prizes. Competition prizes must be delivered no later than four weeks before the end of the competition.

4.18. 2.6 of these Terms and Conditions shall not apply.

Common Provisions for Television Advertising and Online Advertising

5. Use of Advertising Material

5.1 Each time the Customer provides advertising material it must simultaneously provide any information necessary for settling accounts with royalty collecting

societies, such as GEMA [for German music copyrights], particularly any publishers, composers, producers, titles and snippets of any pieces of music used.

5.2 Unless expressly warranted, information regarding broadcasting and placement times, URLs, advertising spaces, dates, and the technical control of online advertising and advertising blocks shall be non-binding and shall be subject to the sovereignty of eoTV. To this extent they are non-binding planning measures. eoTV shall endeavour to ensure that any wishes the Customer might have with regard to run times are taken into account.

5.3 Unless binding broadcasting or placement times, URLs, advertising spaces, dates or advertising blocks have been agreed, eoTV shall use the advertising material within the price group that was booked and may vary the broadcasting times, URLs and advertising spaces inter alia within a particular price group. eoTV shall inform the Customer accordingly.

5.4 Where binding broadcasting or placement times, URLs, advertising spaces, dates, or the technical control of online advertising or advertising blocks have been agreed, any adjustment shall generally require the Customer's prior consent.

5.5 In the case of merely slight adjustments that are reasonable for the Customer, consent pursuant to 5.4 may be dispensed with. In particular an adjustment shall be deemed to be slight if it occurs within the same price group and does not entail a substantial deviation from the time that was originally planned.

5.6 Consent pursuant to 5.4 may also be dispensed with if eoTV changes the planned order of a broadcaster's programmes or the agreed run date due to current events, for serious technical reasons beyond eoTV's control, or owing to force majeure, a strike or legislation. Any adjustment shall only occur within the same price group. eoTV shall inform the Customer accordingly.

5.7 The programme schedules shown in the sales documentation are not conclusive and eoTV shall be entitled to offer additional advertising blocks and advertising spaces.

5.8 Protection against competition shall not be guaranteed, not even within individual advertising blocks or within an individual website.

5.9 eoTV shall provide the Customer with proof that the advertisement was run, provided this did occur, on a monthly basis. This may also occur by means of providing logs in an electronic booking system.

6. Checking and rejecting advertising

6.1 eoTV shall not be obliged to look at or watch the advertising material, or to check it from the point of view of substantive, legal or other considerations, prior to the conclusion of the contract.

6.2 Both before and after a commission to provide the services described in these Terms and Conditions, eoTV reserves the right to refuse to run the advertising, whether in whole or in part, if eoTV, after a reasonable evaluation of the circumstances, is of the opinion that the advertising material is in breach of legal or administrative provisions, and in particular in breach of the applicable common advertising guidelines of the state media authorities, third-party rights or accepted standards of public decency, or if it does not comply with the technical and substantive requirements of these Terms and Conditions. Any rejection of advertising material shall be promptly notified to the Customer.

6.3 If the advertising material is merely unsuitable for the run times of the price group that has been booked, with the Customer's consent this advertising can be broadcast in another price group. Should the Customer withhold its consent, eoTV shall be entitled to withdraw from the contract.

6.4 If the advertising material has been rejected by eoTV pursuant to Clause 6.2 and Clause 6.3 is not relevant, the Customer shall be obliged to deliver, within a reasonable period of grace set by eoTV, advertising material that complies with the respective legal or administrative provisions as well as the technical and substantive requirements of these Terms and Conditions.

6.5 Should the Customer fail to deliver advertising material that complies with the respective legal or administrative provisions as well as the technical and substantive requirements of these Terms and Conditions within the aforementioned reasonable period of grace following the notification of the rejection, eoTV shall be entitled to withdraw from the contract. If the Customer is to blame for the withdrawal, it shall be obliged to compensate the damage incurred, particularly the agreed remuneration, by offsetting other income against the booked advertising.

6.6 Should it transpire that the advertising material does comply with the respective legal or administrative provisions as well as the technical and substantive requirements of these Terms and Conditions after all, and that at the time of the decision eoTV made an incorrect evaluation through mere negligence, then eoTV shall be entitled to schedule an alternative broadcast or placement within the same price group and to notify the Customer of this. If the Customer objects to the alternative broadcast or placement, both Parties shall be entitled to withdraw without either one being obliged to pay compensation for damages.

6.7 If the rejection by eoTV occurs for reasons for which the Customer is not responsible, then the Customer may withdraw from the contract and demand the reimbursement of any advance payments made for the specific broadcast or placement.

6.8 For the avoidance of doubt the Parties shall note that the provisions in this section shall only apply if the Customer has delivered the advertising material before the expiry of the delivery deadlines specified in these Terms and Conditions. Should the Customer not have delivered the advertising material until after the expiry of these delivery deadlines, then the provisions on late delivery in the sections "Television advertising" and "Online advertising" shall take precedence. If the Customer has delivered the advertising material before the expiry of the reasonable period of grace in line with the case set out in Clause 5.4, but the redelivery was made after the expiry of the delivery deadlines specified in these Terms and Conditions, the period of grace that has been set shall be the definitive deadline.

7. Third-party complaints about an advertisement

7.1 If third-parties should claim to or do bring an action against eoTV or against the Customer on the grounds that an advertising material is in breach of legal or administrative provisions, and in particular is in breach of the applicable common advertising guidelines of the state media authorities, third-party rights or accepted standards of public decency (hereinafter collectively referred to as the "Action"), the Customer undertakes to (a) promptly inform eoTV, setting out the full details and sending the related correspondence, (b) give eoTV its opinion on how it assesses the matter, disclosing whether it has already been faced with similar situations in the past and how it dealt with them at that time and (c) issue a statement on how it would like to handle the Action.

7.2 The contracting Parties undertake to promptly contact one another and consider on how to proceed. Furthermore the contracting Parties shall inform one another who will respond to the Action and in what way.

7.3 The Customer shall provide eoTV, in good faith and at its own expense, with all the information that is necessary to consider and to decide how to proceed.

7.4 eoTV shall accept no liability as to the lawfulness, appropriateness and/or success of any approach proposed by eoTV and/or any legal assessment made by eoTV.

7.5 Prior to considering how to proceed the Customer undertakes to refrain from responding to the Action or otherwise entering into contact with the opposing party with regard to this matter, and to refrain from making any statements and/or admissions.

7.6 By way of derogation from 6.2 eoTV shall take full control of the Action if the Action relates to eoTV's intellectual property rights.

7.7 If the outcome of the Action should be that the advertising material is in breach of legal or administrative provisions, and in particular is in breach of the applicable common advertising guidelines of the state media authorities, third-party rights or accepted standards of public decency, or that it does not comply with the technical and substantive requirements of these Terms and Conditions, then the provisions in 5.2-5.5 shall apply accordingly. For the purposes of this provision the outcome of the Action shall be deemed to be any enforceable decision by a court, an authority or a voluntary self-regulation body against eoTV or the Customer (including a provisional decision). The same shall apply if, due to the likely adverse effects, eoTV cannot be reasonably expected to wait for a decision; this is particularly the case if eoTV itself is likely to suffer adverse financial effects.

7.8 After eoTV has received notification of the Action or after the Customer has been informed of an Action eoTV shall be entitled to suspend the broadcasting or placement of the advertising material at any time.

8. Warranty

8.1 The advertising service provided by eoTV must be promptly checked by the Customer and obvious defects must be reported without delay. Non-obvious defects must be notified within two weeks. Failure to make such a notification within the prescribed time limits shall result in the expiry of the claims on the grounds of defect, with the exception of claims for damages insofar as the damage was caused by gross negligence or wrongful intent on the part of eoTV or its vicarious agents.

8.2 eoTV shall first be entitled to remedy the defect, provided this is reasonable for the Customer. The Customer shall only be entitled to assert additional claims if the subsequent performance is unsuccessful twice over or more, or if the subsequent performance does not occur within a reasonable period of time.

9. Change in booking, cancellation

9.1 Either Party shall be entitled to cancel order for the provision of services described in these Terms and Conditions in whole or in part up to six weeks before the first run date without giving any reason. In the event of a partial cancellation, if the Customer previously received a volume discount and the qualifying threshold for the discount is no longer reached, the price shall be increased in accordance with eoTV's price lists. This cancellation option shall not apply to the Customer in the case of advertisements of over 90 seconds' duration. In addition the Customer shall be entitled to change the run date up to ten working days before the advertising material is run subject to availability at eoTV.

9.2 If the Customer informs eoTV after the six-week period has expired that it no longer wants an order, then eoTV shall strive to ensure that the provision of the commissioned service does not occur, subject to avoiding disruptions to the normal course of business. eoTV shall retain its entitlement to remuneration in this case.

9.3 The provisions set out above shall not apply to special advertising formats or product placement.

9.4 The option to cancel for good cause shall remain unaffected.

10. Remuneration

10.1 Unless alternative remuneration has been expressly agreed, the price lists of eoTV that were valid at the time of concluding the contract shall apply.

10.2 All prices are stated in euros and exclusive of statutory VAT. They do not include any costs for the production of advertising material; these shall be calculated separately.

10.3 The Customer shall be responsible for any royalties incurred for any use of copyright and neighbouring rights that are due to collecting societies as a result of the advertising material that has been broadcast or placed, and shall indemnify eoTV (within the meaning of a genuine contract for the benefit of third parties) against any such claims on first demand.

10.4 eoTV shall be entitled to change the prices for the provision of services described in these Terms and Conditions at any time. Unless otherwise expressly agreed, new prices shall also enter into force immediately for current orders. In the event of a price increase the Customer shall be entitled to re-book the order or withdraw from the order in writing within three days after the respective notification by eoTV.

10.5 eoTV shall grant the Customer discounts in accordance with the price lists that were applicable at the time of concluding the contract. Any additional discounts must be agreed on a contract-by-contract basis.

10.6 eoTV reserves the right to grant agencies a discount amounting to 15% of the invoice amount (excluding VAT) prior to the deduction of cash discounts but after the deduction of any other discounts. In the absence of a respective agreement in an individual contract there shall be no entitlement thereto. 10.7 If the Parties agree on discounts for companies that are affiliated with the Customer, then in the absence of an agreement to the contrary, any such discount shall cease to apply as soon as the affiliated company no longer holds a majority interest (over 50% of the shares) in the Customer or the Customer no longer holds a majority interest (over 50% of the shares) in the affiliated company. Any supplementary claims must be settled promptly by the Customer. The Customer shall be obliged to inform eoTV of any changes in the shareholdings that would result in the discount no longer being applicable.

10.8 Advertising material that has been run shall be paid monthly in advance. Payments received within ten days of the invoice date shall be granted a 2% cash discount provided payment is made at least three working days before the first run and provided the Customer is not in arrears with any other payments.

10.9 The Customer shall be deemed to be in arrears, without any requirement to issue it a reminder, if payment has not been made within fourteen days of receiving the invoice. The Customer shall bear any costs for payment transactions or payment reversals or similar occurrences.

10.10 eoTV shall be entitled to withhold the performance of the contract if the Customer has not settled the payment that is due three days before the run date at the latest or if the Customer is in arrears. This shall not apply if the Customer declares that the amount due is to be offset against the Customer's indisputable or court-ordered claims, or if the Customer itself is entitled to a right of retention and asserts this no later than three working days before the advertising material is run.

11. Rights of use

11.1 Upon the conclusion of the contract the Customer shall grant eoTV the irrevocable non-exclusive right to use the advertising material in accordance with the contract. eoTV shall be entitled to transfer granted rights to vicarious agents and third parties involved in fulfilling the contract.

11.2 In the case of television advertising the broadcasting right, in particular, for all of the respective transmission areas shall be granted, without any restriction in respect of the transmission technology, transmission paths or distribution media used, such as satellite, terrestrial transmission, cable transmission (including cable retransmission and the necessary sublicense rights for the retransmitting cable operators), as well as the right to make material available to the public, especially by means of the Internet Protocol, irrespective of the transmission technology used – including UMTS, LTE, DSL and fibre optics – and the terminal devices used for watching/listening – including television sets, games consoles, computers, laptops, tablets and mobile telephones – including live or delayed streaming or downloading, either in return for a fee or free of charge, and with the inclusion of other advertising material, as in television broadcasting. Where advertising material within television programmes is also made available by eoTV as video-on-demand or other on-demand offers, this right shall be included, especially in the case of advertising in advance publications. The sole exceptions to this are the GEMA and GVL performing rights for broadcasting, including online use accompanying programmes. However, the Customer must clarify the issue of the authorisation to use music in connection with advertising material (film rights and/or master rights and synchronization rights) with the holders of the rights of use at its own responsibility and costs, and where necessary provide proof of authorisation in an appropriate form at eoTV's request. In terms of time, place and content the transfer of rights shall occur to the extent that is necessary to execute the order. This shall also include the right to edit the advertising material, provided this is necessary for technical reasons. Due to technical conditions both the broadcast signal and the on-demand offers may also be received or called up outside the Federal Republic of Germany. eoTV shall not be obliged to encrypt its transmission or to restrict access to on-demand offers to certain regions.

11.3 In the case of online advertising the global right to make advertising material available to the public, in particular, shall be granted, without any restriction in respect of the transmission technology, transmission paths or distribution media used, such as UMTS, LTE, DSL and fibre optics, and without any restriction in respect of the terminal devices used for watching/listening – including television sets, games consoles, computers, laptops, tablets and mobile telephones. In terms of time, place and content the transfer of rights shall occur to the extent that is necessary to execute the order. This shall also include the right to edit the advertising material, provided this is necessary for technical reasons.

11.4 The Customer shall warrant that it possesses these rights and that they have not been otherwise transferred.

11.5 The Customer shall grant eoTV the free of charge, non-exclusive right to use the advertising material that has been run for its own advertising, public relations or promotional activities, or for the purposes of advising other customers.

12. Liability

12.1 In the case of slight negligence eoTV, its employees, its vicarious agents and its executive bodies shall be liable only for fundamental breaches of contract, and only in the amount of the foreseeable damages that are typical for this type of contract. This limitation of liability shall not apply for injuries to life, limb or health, or in the

case of claims under the German Product Liability Act [Gesetz über die Haftung für fehlerhafte Produkte (ProdHaftG)].

12.2 Fundamental breaches of contract are obligations that have to be fulfilled for the contract to be duly executed and in respect of which the contracting partner routinely believes, and is permitted to believe, that they will be met.

12.3 The Customer shall be solely responsible for this and shall guarantee that the advertising material complies with German law and does not infringe any third-party rights. This shall not apply if eoTV caused the infringement through its own fault, e.g. through its own editing. The Customer shall indemnify eoTV against any third-party claims due to running the advertising material, including reasonable legal defence costs, on first demand.

13. Confidentiality

13.1 The Customer undertakes to treat the content of this Contract, together with these General Terms and Conditions and eoTV's price lists, particularly the agreed conditions, price reductions and media volumes as well as any other trade and business secrets arising from the collaboration between the Parties that have become known to the Customer (hereinafter collectively referred to as the "Confidential Information") as strictly confidential and to refrain from making the Confidential Information available to third parties, as long as and insofar as the Confidential Information is not, or will not become, generally known, without this resulting from a breach of the confidentiality obligation, except where legal provisions require the Confidential Information to be made available to authorities. It is permissible to divulge Confidential Information to tax advisors and lawyers acting on behalf of the Customer. This obligation shall extend beyond the end of the contractual relationship.

13.2 By way of derogation from 12.1 agencies shall be entitled to disclose the agreed conditions and media volumes to its advertising clients to the extent that this is necessary to fulfil the agency's contractual obligations towards its advertising clients. Prior to any disclosure the agency must get a written undertaking from its advertising customers that they will treat the Confidential Information as strictly confidential and refrain from making it available to third parties, as long as and insofar as it is not, or will not become, generally known, without this resulting from a breach of the confidentiality obligation, except where legal provisions require the Confidential Information to be made available to authorities, and acknowledging that this undertaking shall extend beyond the end of the contractual relationship. At eoTV's request, the agency must provide evidence of this undertaking by its advertising clients.

14. Final provisions

14.1 Offsetting against claims by eoTV shall only be permissible in the case of undisputed or legally established claims. The Customer shall be entitled to a right of retention only in respect of claims arising from the same contractual relationship.

14.2 The assignment by the Customer of rights and claims arising from this contractual relationship shall require eoTV's consent.

14.3 German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

14.4 The exclusive place of jurisdiction shall be Munich, provided the Customer is/are a trader, legal persons under public law or special funds under public law. eoTV shall also be entitled to assert claims in the defendant's place of establishment.

14.5 If the Customer's place of establishment is not in the Federal Republic of

Germany, Munich shall likewise be the exclusive place of jurisdiction, provided the Customer is not a consumer.

14.6 Should one or more provisions of these Terms and Conditions be or become invalid, in the case of doubt the validity of all the other provisions or agreements shall not be affected thereby.

Version: December 2016