



## General Terms and Conditions for Distribution of Advertisement

01. Definitions
02. Subject Matter
03. Conclusion of the Agreement
04. Distribution of Advertisement
05. Rejection
06. Material
07. Defects
08. Re-booking, Termination
09. Rights of use, Warranty of Rights
10. Liability
11. Privacy Policy
12. Pricing
13. Discounts
14. Payment Conditions
15. Miscellaneous
16. Final Provisions

### 01. Definitions

1.1 "AdClicks" is the information about how often the distributed digital advertisement was clicked on.

1.2 "AdImpressions" is the number of the digital advertising media retrieved by the AdServer of EL CARTEL MEDIA.

1.3 "Order" is the agreement concluded by and between RTL 2 Fernsehen GmbH & Co. KG (hereinafter referred to as "RTLZWEI"), represented by EL CARTEL MEDIA GmbH & Co. KG (hereinafter referred to as "EL CARTEL MEDIA"), and the contractual partner (hereinafter referred to as "Customer") on the distribution of advertisement (RTLZWEI and Customer hereinafter individually referred to as "Party", jointly as "Parties"). Customer may be an agency or an advertiser.

1.4 "Digital Advertisement" is the promotional use of those parts of an offer outside the TV programme of RTLZWEI which are usable as advertising space for means of advertising (e.g. banners, mobile banners, rectangles, skyscrapers in-page and in-stream ads).



1.5 "Corner position" is the first and second as well as the last and penultimate position in a commercial slot. Desired positions may be purchased against payment of an additional charge of 20%.

1.6 "TV Advertisement" means commercial spots within a commercial slot during TV programmes and Special Advertisement Form.

1.7 "Product Placement" is the mentioning or displaying of goods, services, names, trademarks, operations (hereinafter referred to as "Product" or "Products") of a producer or provider of Products in a production against payment or other consideration with the intent to promote sales. The provision of Products free of charge is a Product Placement if the particular Products are of significant value. A Product is of significant value if its value amounts to one per cent of the production costs or more or, as the case may be, to at least EUR 1.000,00. The determination of a significant value applies to each Product separately. However, if several products are provided by one company, their values shall be summed up.

1.8 "Special Advertisement" is any form of product or trademark presentation during TV programmes (e.g. sponsoring), which is neither a Commercial Spot nor a Product Placement.

1.9 "Distribution" is the transmission or distribution of Advertisement, irrespective of whether TV Advertisement or Digital Advertisement is concerned.

1.10 "Commercial Spot" is a film having a duration of at least five seconds, in which a product or a service is being advertised within a commercial slot during TV programmes or in Digital Advertisement.

1.11 "Advertisement" means Digital Advertisement, Product Placement and TV Advertisement.

## 02. Subject Matter

2.1 RTLZWEI is, among others, the operator of a TV programme as well as provider of websites, digital offers and mobile apps such as "rtl2.de".

2.2 EL CARTEL MEDIA promotes advertisement in the offers of RTLZWEI and acts as its representative.

2.3 The following General Terms and Conditions (hereinafter "**GTC**") shall apply to all Orders concerning the Distribution of Digital Advertisement and/or TV Advertisement and/or Product Placement. Any confirmations of the Customer with reference to its own terms and conditions are hereby expressly rejected. Any deviations from these GTC shall be effective only if they have been confirmed in writing by EL CARTEL MEDIA.

2.4 Any amendments of these GTC shall be announced to the Customer in writing. They shall be deemed approved, unless the Customer expressly objects thereto within one month of receipt.



### 03. Conclusion of agreement

3.1 Any offers submitted by EL CARTEL MEDIA shall be non-binding subject to any agreement or notice to the contrary and are always dependent on the availability of the advertising space offered or the screening of the programme in which a Product shall be placed.

3.2 If the Customer submits an offer, the Order shall be granted by way of EL CARTEL MEDIA's written or electronic acceptance or, if such acceptance does not take place before Distribution, by such Distribution.

3.3 Orders from agencies shall be accepted only if granted on behalf of exactly identified advertisers. EL CARTEL MEDIA shall be entitled to ask the agency to provide a proof for the client relationship. Any invoices shall be addressed to the agency. In case of bookings by agencies, EL CARTEL MEDIA reserves the right to forward any booking confirmations to the advertiser. Upon granting the order, the agency assigns its payment claims against its advertisers under the advertising agreement underlying such claims (assignment for security purposes) to RTLZWEI. RTLZWEI accepts such assignment.

3.4 Agencies may not have the screening times or advertising space that are booked for an advertiser transferred to another advertiser or another agency.

3.5 Any bundling of several advertisers into a single Advertisement, i.e. so-called co-op advertising, shall require the express written consent of EL CARTEL MEDIA. The advertisers shall be identified by name. EL CARTEL MEDIA shall be entitled to claim a co-op surcharge.

### 04. Distribution of Advertisement

#### 4.1 Digital Advertisement and TV Advertisement

4.1.1 Indications on Distribution of the Commercial Spot at certain broadcasting times, on certain dates or in certain commercial slots as well as indications on Distribution of Digital Advertisement on a certain position or fulfilment of a certain access availability time shall be deemed to be merely nonbinding planning proposals, unless they were agreed in writing. EL CARTEL MEDIA shall use its best efforts in order to enable the Distribution of the Advertisement during a commercial slot or on the position in the commercial slot desired by the Customer, without assuming any warranty in this respect. EL CARTEL MEDIA shall be entitled, however, to postpone/shift the Distribution provided that the Commercial Spot is distributed in the booked price category and the Customer is informed accordingly.

4.1.2 In case of Advertisement for which position, screening times, dates or commercial slots were agreed in writing with binding effect, such postponement/shift shall principally require the Customer's consent. This does not apply to minor postponements/shifts which are comparable with regard to the position, screening time and/or programme contents environment and do not lead to a material impairment of the commercial effect. If the Customer does not consent to the postponement/shift, the parties shall agree on the details of the new Distribution (position, screening time/date/commercial slot). If the parties do not reach an agreement on such details, the Distribution obligation shall cease to exist. Any payments already made shall be reimbursed without undue delay.



4.1.3 Furthermore, the consent under clause 4.1.2 may be dispensed with if the booked Advertisement or planned order of programmes is modified or the postponement/shift is due to current events, force majeure, strike, any statutory provisions or for serious technical reasons (including malfunctions which are in the sphere of responsibility of third parties, e.g. access provider with regard to Digital Advertisement), to the extent the purpose of the Distribution is not materially impaired. EL CARTEL MEDIA shall inform the Customer about such a postponement/shift, unless it is a minor postponement/shift. Clause 4.1.2 sentences 3 to 5 apply accordingly.

4.1.4 With regard to Distribution of Digital Advertisement, the data for the calculation of AdImpressions and AdClicks shall be determined by EL CARTEL MEDIA through its AdServer (or its providers). EL CARTEL MEDIA will report to the Customer the number of distributed AdImpressions and/or AdClicks during a campaign in a format predetermined by EL CARTEL MEDIA. Each answer by the AdServer of EL CARTEL MEDIA (or its provider) as a reaction to the request of the browser of a user, corrected by deducting the automated processes such as impression created by search engine scans, counts as AdImpression. If the contractually agreed AdImpressions or AdClicks are reached before the end of the term, Parties will agree either on an increase of the agreed payment or an early termination.

4.1.5 With regard to TV Advertisement, EL CARTEL MEDIA shall be entitled to offer additional commercial slots besides those shown in the programme schemes. Sentence 1 applies to Digital Advertisement accordingly. An exclusion of competitors with regard to the placement/ Distribution of Advertisement or in the same commercial slot or in the programme environment is principally not guaranteed.

4.1.6 EL CARTEL MEDIA shall be entitled to postpone/shift Advertisement that is not appropriate for children and young viewers, irrespective of any times and/or positions specified in the order, to times/ positions in which Distribution of the Advertisement is admissible.

4.1.7 RTLZWEI shall be entitled to broadcast TV Advertisement within entire transmission footprint of RTLZWEI; however, the Customer shall have a claim only with a view to transmission in Germany. In case of Digital Advertisement, RTLZWEI is entitled to distribute worldwide. Furthermore, in case of TV Advertisement RTLZWEI shall be entitled (but not obliged) to make the Advertisement publicly available (e.g. "7-Days-Catch-up-Offers") via Video-on-Demand or other on-demand forms of distribution, which are operated by RTLZWEI or a third party (e.g. via [www.rtl2.de](http://www.rtl2.de) and/or [www.tvnow.de/rtl2](http://www.tvnow.de/rtl2)). Due to technical conditions with respect to the various forms of broadcasting, distribution or on-demand-exploitation, the signal or the distribution of the (digital) offers or demand offers may also be receivable and/or available partially in countries outside RTLZWEI's transmission footprint. The Customer is not entitled to claim encrypted Distribution.

4.1.8 At the end of the broadcasting month, EL CARTEL MEDIA shall provide the Customer with screening confirmations for TV Advertisement, indicating the actual screening time and the relevant commercial slots. For Digital Advertisement, EL CARTEL MEDIA shall provide the Customer with a campaign month containing a performance list after conclusion of each month of the campaign.

## 4.2 Product Placement

4.2.1 Specifications concerning the screening of the programme, in particular the screening time, screening time slot and frequency of screening are subject to editorial decision and therefore non-binding.



EL CARTEL MEDIA does not warrant, when, for how long or in which context the Product is visible or mentioned. These decisions are also subject to the absolute discretion of the editor of the programme.

4.2.2 If the screening time of a programme changes there will be no reimbursement, in particular, no (proportional) reimbursement of any payments made. This applies both to Product Placement against payment and to Product Placement free of charge.

4.2.3 In case of Product Placement against payment and only if the screening of the production or parts thereof are cancelled before their first screening, EL CARTEL MEDIA shall pay a reasonable compensation to be determined by EL CARTEL MEDIA.

4.2.4 EL CARTEL MEDIA is in principle entitled to accept other Product Placement for the offered programme. The exclusion of competitors in one programme is not agreed.

4.2.5 Notwithstanding clause 4.1.7, the programmes in which Products are placed may be broadcasted worldwide.

### **4.3 Offers in which games for cash or non-cash prizes are hosted**

4.3.1 Specifications concerning the distribution of offers, in particular the screening time, screening time slot and frequency of the placement of prizes are subject to the editorial decision and therefore non-binding. EL CARTEL MEDIA does not warrant, when, for how long or in which context of the game (*Gewinnspiel*) the advertised prizes of the offer are visible or mentioned. These decisions are also subject to the absolute discretion of the editor of the offer.

4.3.2 If EL CARTEL MEDIA and the Customer agree that the required material for the RTLZWEI game shall be provided by the Customer, clauses 6.1 through 6.6 apply accordingly.

4.3.3 If EL CARTEL MEDIA and the Customer agree that RTLZWEI shall produce the necessary material for the game, the Customer is obliged to provide at no cost the required material (e.g. display of the prizes, logos) at the latest four weeks before the stipulated screening date, during business hours (Mon-Fri 9:00 until 18:00). For the delivery of the display of the prizes in the form of objects (e.g. products) clause 6.7 applies accordingly. The Customer shall be responsible for a timely delivery.

4.3.4 If RTLZWEI collects the data of the winners, RTLZWEI shall provide the Customer immediately with the data. In all other cases, the Customer shall be solely responsible for and obliged to with regard to the awarding and delivery of prizes. Moreover, the Customer is solely responsible for the payment of any VAT for the prize pursuant to § 3 clause 1b Nr. 3 German Value Added Tax Act (UStG). The Customer shall provide EL CARTEL MEDIA without request with customary documentation evidencing the payment of the VAT to the tax authorities.

4.3.5 If the screening time of a programme has been changed, no reimbursement, in particular, no (partial) reimbursement of any payments will be made.

4.3.6 EL CARTEL MEDIA is, in principle, entitled to accept other games for the respective offer. The exclusion of the integration of games hosted by competitors of the Customer in the same programme is not agreed.



## 05. Rejection

5.1 Also with a view to Orders accepted with binding effect, EL CARTEL MEDIA reserves the right to reject or cancel the Distribution in whole, in part or temporarily, and not to make any further Distribution if there is a suspicion that (i) the Advertisement or the material provided by the Customer, (ii) (for Digital Advertisement) any data/websites are referred to by the Digital Advertisement via hyperlinks, and/or (iii) the time of Distribution of the advertisement

- is or will be in contravention of any statutory and/or official requirements, particularly also in violation or breach of any common advertisement guidelines of state media authorities;
- if they do not comply with the technical requirements (cf. clause 6); and/or
- if they are contrary to the interests of EL CARTEL MEDIA or those of RTLZWEI

and/or (iv) the Customer subsequently changed the contents of the Advertisement and/or the data/websites referred to via hyperlinks with Digital Advertisement. The Customer will be promptly informed by EL CARTEL MEDIA of any rejection or cancellation of the Distribution. EL CARTEL MEDIA will lift the suspension once the suspicion has been finally invalidated. EL CARTEL MEDIA and RTLZWEI are entitled to voluntarily submit the Advertisement or the information provided by the Customer to self-regulatory bodies for review.

5.2 If such rejection or cancellation is due to reasons for which the Customer is responsible, the Customer shall be obliged to promptly provide new or modified Advertisement for Distribution, to which the reasons for rejection or cancellation do not apply. Should such substitute Advertisement be provided too late for the stipulated Distribution time, so that Distribution becomes impossible, EL CARTEL MEDIA nevertheless shall have the right to claim for remuneration, as if Distribution had taken place at the stipulated point in time.

5.3 If rejection or cancellation is due to reasons for which the Customer is not responsible, the latter may rescind the Order with a view to the rejected Advertisement and demand that any payments already made be repaid. If the rejection or cancellation of Distribution are made at the time of Distribution, reimbursements will be pro rata. Further claims of the Customer are excluded.

## 06. Material

6.1 The Customer shall be obliged to provide EL CARTEL MEDIA, during business hours (Mon-Fri 9.00 until 18.00), at no costs and at the latest 7 working days before the agreed Distribution date material required for Distribution of Digital Advertisement in a technically impeccable condition and at the latest five working days before the agreed screening date for the screening of TV Advertisement. Should longer lead times be applicable for the booked Advertisement as a result of technical guidelines and specifications as stipulated in clauses 6.2 and 6.3, clauses 6.2 and 6.3 shall apply accordingly. The Customer shall be responsible for the timely provision of the material.

6.2 The material for Digital Advertisement shall be delivered in accordance with EL CARTEL MEDIA technical guidelines and specifications, retrievable at [www.elcartelmedia.de](http://www.elcartelmedia.de) by e-mail to: [crossmedia@elcartelmedia.de](mailto:crossmedia@elcartelmedia.de).



6.3 The transmission copies for television advertising shall be made available to EL CARTEL MEDIA digitally in the transmission standard XDCAM-HD 422 (1080i/25). Details relating to the digital delivery of the advertisement are to be requested from the motif planning department of EL CARTEL MEDIA (by email to **Motivdispo@elcartelmedia.de**).

**Physical delivery of the Advertisement:**

Digital Betacam PAL: Video: Pal-D1 signals in 16x9 anamorphic and according to the standards ITU-R BT.601/656 Time Code (VITC and LTC identical) must be ascending and without interruption.

**Digital Delivery of the Advertisement – via Webinterface:**

Format:

SD: MXF-Container according to OP1a at 50 Mbit/s Video-datarate in IMX-Format (D10) pursuant to SMPTE 386M with 50 fields (interlaced) per second, max. 5 minutes length

HD: MXF-Container according to OP1a using the encoding algorithm XDCAM-HD 422 (1080i/25), max. 5 minutes length

**Audio (physical and digital delivery):**

Stereophonic audio signals on channels 1+2. Loudness normalisation according to EBU recommendation R128 with a programme loudness (target level) of – 23 LUFS (+/- 1 LU). The maximum true peak level shall not exceed – 1 dBTP. The maximum momentary loudness shall not exceed – 15 LUFS (+8 LU) and the maximum short-term loudness level shall not exceed – 20 LUFS (+3 LU).

In general, the technical guidelines in the presently valid form and the specifications for digital delivery, available under [www.elcartelmedia.de/AGB](http://www.elcartelmedia.de/AGB) shall be observed.

In regard to materials, the following is applicable: On the recognition of unsuitable or damaged material, EL CARTEL MEDIA will demand substitution without undue delay. The Customer bears all risks of loss of or damage to the materials while they are in transit.

As the RTLZWEI Master Control Room works with the HD format specified as 1080i/25, all Advertisement in SD-format will - during Distribution - be initially converted to HD (upconversion). For Distribution in SD (for example DVB-T, Satellite-SD), the HD signal will be converted from HD to SD (downconversion).

6.4 The music used in the material, along with all data relevant to the *GEMA* [Society for Musical Performing and Mechanical Reproduction Rights] and the *GVL* [Society for the Exploitation of Ancillary Copyrights], shall be retrieved by automated means using software from the company Soundmouse Ltd., 26 Litchfield Street, Covent Garden, London WC2H 9TZ, UK, and be reported to the collecting societies. The customer, or a party appointed by it, shall register at [www.soundmouse.com](http://www.soundmouse.com) in order to be able to add within Soundmouse's web application, if need be, any details lacking for the reporting to GEMA/GVL. Only upon receipt of a separate request from EL CARTEL MEDIA or Soundmouse shall the customer be obliged to make such additions.

6.5 The provided material shall not be stored by EL CARTEL MEDIA, but archived as a file in order to make a new broadcast possible even if the original distribution date was a longer time ago. EL CARTEL MEDIA does not archive the physical material. EL CARTEL MEDIA is entitled to destroy the provided material, if the Customer has not expressly requested on delivery a return of the material. In this case the material is



returned at the customer's cost within 20 days of the last Distribution date. EL CARTEL MEDIA shall not be held liable for any damages to or loss of the material, unless EL CARTEL MEDIA has acted wilfully or negligently. EL CARTEL MEDIA shall be entitled to retain the material until the order has been fully paid.

6.6 If Distribution of the Advertisement at the stipulated time becomes impossible because the material provided to EL CARTEL MEDIA or documents provided to EL CARTEL MEDIA are defective under technical or other aspects, or if they are not provided in time, and if the Customer is, at least mostly, responsible herefor, EL CARTEL MEDIA may invoice to the Customer the remuneration owed for the stipulated screening time or position, even if the Advertisement has not been distributed. In such cases, EL CARTEL MEDIA shall be entitled to change the screening time or position and nevertheless retains the right to remuneration, as if the Distribution had taken place at the agreed time.

## 6.7 Delivery of Products for Product Placement

6.7.1 The Customer delivers the Product to be placed in the production free of defects at the agreed time and at the agreed place at his own expense. To the extent the parties have not agreed the place and/or time of delivery, the Customer shall deliver the Product to the place of business of RTLZWEI at the start of the production. To the extent the Product is not a service or a good which is consumed during the production, the Customer shall collect the Product at the agreed place after completion of the production in which the Product shall be placed.

6.7.2 The Customer shall bear the shipping costs (delivery and collection).

6.7.3 The Customer shall be fully liable for the Product, and for any damages caused by its Placement and use or by its delayed or faulty delivery, and will indemnify EL CARTEL MEDIA, RTLZWEI as well as the production company from any third party claims in connection with the Product Placement in the programme. This shall include reasonable costs for the legal defence. EL CARTEL MEDIA shall be entitled to procure a corresponding substitute product at the Customer's costs in order to prevent any damage, including loss of production, in particular in case of delayed delivery, failure of delivery or delivery of a faulty Product.

6.7.4 The Customer shall provide an adequate insurance for the Product.

## 07. Defects

7.1 The Distribution of Advertisement occurs in the quality as is customary for the provider. The quality depends also on the material provided by the Customer. The Parties make clear that an absolute flawless transmission is not possible and therefore not owed, and particularly the following cases do not constitute a defect, unless the case in question is caused by gross negligence or intentional conduct of RTLZWEI or ECM:

- Interferences in communication networks operated by third parties or other means of Distribution; or
- Processor interruptions at third parties; or
- Incomplete and/or not updated offers on so called proxy servers (buffers) of third party providers; or
- Failure of the AdServers, not exceeding 24 hours (continuous or cumulative) within a 30-day period.



7.2 The Customer shall be obliged to review the Advertisement immediately during or after the first distribution and to notify any obvious defects immediately and any other defects (i) for Digital Advertisement within the first week of Distribution and (ii) for TV Advertisement at the latest 2 weeks after screening; otherwise, the execution of the Order shall be deemed accepted. In case of a defect for which EL CARTEL MEDIA or RTLZWEI is responsible, liability shall first be limited to subsequent performance, i.e. the Advertisement shall be distributed (i) for Digital Advertisement in a comparable position/time, and (ii) for TV Advertisement in a comparable programme environment, each within the same price category. EL CARTEL MEDIA shall inform the Customer in time of the Distribution date. Should such subsequent performance fail on various occasions, the Customer may demand that the remuneration be reduced or, in case of more than minor defects, that the order be cancelled. Any further claims of the Customer's shall be ruled out. EL CARTEL MEDIA's liability for damage caused intentionally or through gross negligence and the injury to life, body and health remains unaffected. The provision of this paragraph shall not apply to Product Placement.

7.3 No defect of the Advertisement shall be present in the event of interference to transmission affecting less than 10 % of the technical range unless this transmission interference is based on at least grossly negligent behaviour of RTLZWEI. The determination base for interference to transmission is the failure record of Kabel Deutschland GmbH, Network Monitoring Center.

## **08. Re-booking, Termination**

8.1 Both RTLZWEI and the Customer shall be entitled to cancel orders on the Distribution of Advertisement in whole or in part without indicating any reasons up to six weeks before the first Distribution date. The Customer shall be entitled to re-book orders of the Distribution of Advertisement in whole or in part up to ten working days before the first Distribution date.

8.2 If the Customer terminates its Order without adhering to the above-mentioned notice period, RTLZWEI shall endeavour to stop Distribution of the Advertisement as promptly as possible while maintaining the proper course of the programme, but does not assume any liability insofar. In case of termination, the Customer shall remain liable to make full payment, unless it can prove that RTLZWEI has suffered a lesser damage.

8.3 The cancellation of an order regarding the Distribution of Commercial Spots with a duration of more than 90 seconds or of Special Advertisement is not permitted.

8.4 The possibility of a termination for cause shall remain unaffected. For EL CARTEL MEDIA or RTLZWEI, respectively, such cause shall exist in particular if there are concrete indications for a substantial deterioration of the Customer's economic situation, or if unforeseen changes in RTLZWEI's programmes occur.

8.5 The provisions of clauses 8.1 to 8.4 above shall not apply to Orders regarding the inclusion of Product Placements.

## **09. Rights of use, Warranty of Rights**



9.1 The Customer transfers to RTLZWEI those rights to use the provided Advertisement which are necessary for executing the Order, in particular (i) in the case of Digital Advertisement, any rights to use the Digital Advertisement or Material online, in particular the right to make it available to the public, and (ii) in the case of TV Advertisement, all rights to use the Commercial Spot or Special Advertisement, and (iii) in the case of Product Placement, any rights of use (including also online use) in the Product that is embedded in a program. This includes all technical types of use, such as satellite, terrestrial or cable, including also cable retransmission, and any necessary sublicense rights for the retransmitting cable companies; this excludes broadcasting rights acquired by RTLZWEI from GEMA on an all-inclusive basis. The rights are transferred to the extent necessary to execute the Order, in terms of time, place and content. This applies, in particular, also to the right to transfer rights of use to third parties commissioned with the broadcasting of the Distribution of Advertisement and to carry out the Distribution of Advertisement by means of all known technical methods. The right to have the Advertisement available online, the online transmission right and the online right of communication to the public are transferred without any territorial restrictions and entitle to the Distribution by means of all forms of the Internet. The Customer agrees that EL CARTEL MEDIA and RTLZWEI, to the extent necessary, may utilize the advertising media free of charge after first Distribution also for self-promotion or customer service purposes. The Customer further agrees that EL CARTEL MEDIA and RTLZWEI may provide the Advertisement to supervisory bodies, such as German Advertising Council (*Deutscher Werberat*), upon request of the relevant body. The Customer may restrict this approval in specific cases or generally revoke it with effect for the future.

9.2 EL CARTEL MEDIA and RTLZWEI shall be entitled, but not obliged, to edit the Advertisement delivered by the Customer in a way that they are marked as Advertisement (e.g. by adding the word "advertisement"), and/or to distinguish them from the editorial contents.

9.3 The Customer warrants that the Customer disposes of the rights granted to RTLZWEI under this clause 9 and that the Customer has not otherwise transferred these rights (in particular, not to another performing rights society). The Customer warrants that it has the right to place the hyperlinks integrated into the Digital Advertisement.

9.4 In relation to RTLZWEI, the Customer shall have the sole responsibility for the provided Advertisement and Product under media law, youth protection law, competition law and in other respects. In particular EL CARTEL MEDIA shall not be required to review or to check a Customer Advertisement, especially before Distribution. In case third parties assert claims directed against (i) the offer or the Distribution of the Advertisement or (ii) the Product, the Customer shall indemnify RTLZWEI and hold it harmless against any third-party claims in this connection. This shall include reasonable legal fees.

9.5 The Customer warrants that neither the Advertisement nor any data/websites (with Digital Advertisement) to which the Advertisement refers via hyperlink, nor the Distribution time of the Advertisement, provided this was set by Customer, violate any legal provisions, in particular under competition law, youth protection law and/or the Broadcasting Treaty as well as advertisement guidelines and/or administrative provisions.

## 10. Liability

In case of light negligence, RTLZWEI shall be liable only for the violation of material obligations and for contract-typical, foreseeable damage. This also applies for breaches of the contract by legal representatives



or agents. Material obligations within the meaning of this paragraph 10 are those contractual obligations whose fulfilment is required for the proper execution of the agreement and on whose observance the Customer may usually rely. This limitation of liability does not apply to injuries to life, body, health and/or liability under the Product Liability Act. The provisions under this paragraph 10 apply in case of Product Placements also in relation to damage caused to the Product after this was handed over.

## 11. Data Protection

11.1 In connection with the implementation of the contract, the Parties shall comply with the provisions of the EU General Data Protection Regulation (GDPR). The employees assigned to carry out the order shall be bound to confidentiality.

11.2 The personal data in connection with the order, in particular the name, business address, telephone number and email address of employees of the customer, shall be processed by EL CARTEL MEDIA and its affiliates for the purpose of performing the contract. Insofar as necessary under data protection law, the customer shall ensure that the duties to inform have been fulfilled, and/or necessary consents have been obtained.

11.3. The customer agrees that EL CARTEL MEDIA may use for internal purposes, in particular for market research purposes, personal data of the employees of the customer that the customer makes available to EL CARTEL MEDIA, as well as data ensuing from the placement of orders with EL CARTEL MEDIA and the execution of those orders.

11.4 The customer represents and warrants that, unless otherwise agreed upon, or insofar as necessary for the implementation of the contract, the customer shall not process any personal data as a result of the material made available, in particular not by using special techniques such as, for example, cookies or tracking pixels.

11.5 If the Customer is in breach with this clause 11, it shall be obliged to pay an adequate contractual penalty for each case of breach (on waiving objection of continuation of breach) to EL CARTEL MEDIA; the amount of which shall be determined by EL CARTEL MEDIA in each case. Other claims remain unaffected, in particular clause 9.4.

## 12. Pricing

12.1 For Commercial Spots in television programmes, the price list valid upon conclusion of the Order shall be applicable (retrievable at <http://www.elcartelmedia.de/p/mediadaten-planungsdaten>). Pricing shall be based on the actual duration of the Commercial Spot. Prices for the delivery of Digital Advertisement as well as Special Advertisement Forms and Product Placements shall be agreed on separately. All prices are in Euro and exclusive VAT. Any charges under copyright or production rights to be paid to performing rights societies for the Advertisement distributed shall be borne by the Customer.

12.2 EL CARTEL MEDIA shall be entitled to change the prices at any time. Unless anything to the contrary is expressly agreed, new prices shall become effective immediately, also with a view to current orders. In case



of a price increase, the Customer shall be entitled to re-book the order or to rescind the order in writing within three days as of EL CARTEL MEDIA's corresponding notification; this does not apply to Product Placement.

12.3 Unless otherwise expressly agreed in writing, the price calculation for a Product Placement against payment refers only to the first screening of the programme.

### 13. Discounts

13.1 Pursuant to the price list of EL CARTEL MEDIA (as amended from time to time), discounts can be given on the list prices for the overall invoice amount for a Customer's Advertisement distributed by RTLZWEI within any one calendar year. Any discounts are given only preliminarily at the calculation date. The final calculation takes place at the end of the calendar year with retroactive effect, in accordance with the advertisement volume actually purchased.

13.2 Agencies shall receive a remuneration amounting to 15% of the invoice net, i.e. of the invoice amount excl. VAT and deduction made of any other discounts, but before timely payment discount, for the orders awarded by them. Such Agency Remuneration (AR) shall be deducted from the invoice amount. This claim shall exist only upon proof of the agency's activity and invoicing to the agency. EL CARTEL MEDIA reserves the right to refuse Agency Remuneration vis-à-vis very small and fictitious agencies. Agencies may also receive discounts on booked Advertisement and reimbursement for services at RTLZWEI and EL CARTEL MEDIA.

13.3 Upon demand, EL CARTEL MEDIA may consent in writing to giving a group discount for several Customers (parent company and subsidiaries) if the capital participation between the parent company and the subsidiary amounts to more than 50% on 1 January of the calendar year in question. Such demand and evidence of the group membership are to be submitted to EL CARTEL MEDIA at the latest by 30 June of the calendar year in question. Group discounts shall be given only for the duration of group membership; if a company leaves the group during a calendar year, which is to be notified to EL CARTEL MEDIA without undue delay, the discount shall be given on a pro rata basis at the most.

### 14. Payment Conditions

14.1 The remuneration for the Distribution of Advertisement shall principally be invoiced each month in advance on the basis of the volume ordered to date.

14.2 If payment is received within ten days as of the invoice date, a timely payment discount of 2% shall be granted, but only if the payment amount is received by RTLZWEI at the latest three working days before the first Distribution of the relevant month and any and all previous invoices have been settled.

14.3 If order details are subsequently changed during an invoice period, EL CARTEL MEDIA shall issue a supplemental invoice, which either shows the difference amount outstanding or a credit. If the difference amount is received by RTLZWEI within fourteen days as of the invoice date, a timely payment discount of 2% shall be granted, but only if the Customer was entitled to such discount already for the original invoice for that month.



14.4 Upon the Customer's demand, direct debit payment may be granted. EL CARTEL MEDIA will inform the Customer at least one day in advance before the debit of the account.

14.5 The Customer shall be in arrears if the invoice amount has not been received on RTLZWEI's account indicated on the invoice within three weeks as of the invoice date.

14.6 Cheques shall be accepted always on account of performance only.

14.7 Any banking expenses (e.g. due to want of funds, cheque return charges, fees for transfer abroad or cancellation, etc.) shall be borne by the Customer.

14.8 Should RTLZWEI have not received the invoice amount at the latest three working days before Distribution, or in case of default in payment, RTLZWEI shall be entitled to refrain from (further) Distribution until the Customer has made full payment. This shall apply also in case it becomes evident after conclusion of the Order that RTLZWEI's claim to payment is endangered due to a lack of the Customer's financial performance.

14.9 If RTLZWEI undertakes to produce Advertisement on the basis of separate agreements, the corresponding remuneration agreed shall be invoiced separately. Such remuneration shall be due for payment to its full amount without any deductions upon invoicing.

## 15. Miscellaneous

15.1 EL CARTEL MEDIA shall be entitled to report the amount of Advertisement gross sales (*Bruttowerbeumsätze*) with respect to the Customer on the level of the Products to Nielsen Media Research or any comparable institution for publication.

## 16. Final Provisions

16.1 The Customer is entitled to set-off only such claims that are undisputed or have been established with legally binding effect. A retention right shall only apply to claims arising out of the same contractual relation.

16.2 The agreement between RTLZWEI and the Customer shall be governed by the laws of the Federal Republic of Germany exclusively. The legal venue shall be Munich if the parties are merchants, public-law corporations or public-law funds.

16.3 Should one or several provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of any other provisions or agreements in case of doubt.

16.4 Any side agreements, modifications of or amendments to this Agreement require the written confirmation of EL CARTEL MEDIA. A modification of this requirement of the written form shall be effective only if it has been confirmed in writing.