

## **Sky Media GmbH**

### **General Terms and Conditions**

(Translation of the German version. In question of interpretation the German version shall apply.)

Sky Media GmbH's General Terms and Conditions (hereafter "GTC") stipulate the contractual conditions between Sky Media GmbH and its Clients with respect for the performance of Advertising TV Spots (see under B.) and/or digital advertising (see under C.).

### **A. General conditions applicable to all services**

The following General conditions apply to all services provided by Sky Media GmbH:

#### **§ 1 General**

Sky Media GmbH (hereinafter "Sky Media") is the exclusive marketing agency of Sky Deutschland Fernsehen GmbH & Co. KG (hereinafter "Sky") as well as the marketing agency for other partner channels (hereinafter also "Network Channels" or "Media Partner") which are also broadcast on the Sky television platform as well as the marketing agency for platform-independent programs. Sky Media markets the advertising space of Sky as well as of Media Partner and the platform-independent programs in its own name. The broadcast area/distribution area of the advertising measures always corresponds at least to the territory of the Federal Republic of Germany, Austria and Switzerland, whereby the Client acknowledges and agrees that advertising measures are also broadcast/distributed in Alto Adige, Liechtenstein and Luxembourg (hereinafter: "Territory").

Contracts on the marketing of advertising space with advertising contracting parties (hereinafter "Client") are concluded between Sky Media and the Client. The buyer of the advertising time and advertising formats marketed by Sky Media may be an agency, a co-marketer or an advertiser.

Sky Media includes the following General Terms and Conditions (hereinafter "GTC") in all contractual relationships for the marketing of advertising space concluded between Sky Media and the Client. Only the contractual conditions agreed in these GTC will apply. Should the GTC stipulate that Sky Media is required to provide services or to submit declarations or is entitled to demand or to receive services or declarations from the Client, Sky Media will act in its own name, unless the circumstances or the text of the relevant provision stipulate something different.

Modifications to these GTC will be communicated to the Client in writing or by e-mail. They are considered approved if the Client does not expressly object within one month after notification of the changes. Sky Media is obliged to point out such fiction of approval by omitted objection at the beginning of the one-month-period, i.e. upon receipt of the amended GTCs. communicating the modified GTC.

The application of the Client's General Terms and Conditions is hereby expressly excluded. Counter-confirmations of the Client with reference to his own terms and conditions are hereby expressly contradicted.

Insofar as reference is made in these GTC to program structures/schemes, advertising procedures, price groups and price lists for the advertising spaces, these are integral parts to these GTC.

## **§ 2 Conclusion of contract**

a) The order within the meaning of the following GTC is the contract between Sky Media and Client  
- for the broadcast of commercials and all other forms of advertising on the TV advertising spaces marketed by Sky Media (TV service) and/or  
- on the placement of one or more advertising media in the online media marketed by Sky Media for the purpose of distribution (digital service).

b) Contract offers prepared by Sky Media (whether in writing, verbally or in text form) are non-binding unless otherwise agreed or communicated and are always subject to the availability of the advertising time or advertising space offered. Orders come into effect with the acceptance in text ("Textform") by Sky Media of the binding offers by the Client or alternatively by implementation of the order. A modifying acceptance in text form by the Client is considered as a new offer, which only leads to an order if Sky Media confirms it in text form. The order is valid with the content confirmed by Sky Media, unless the Client objects to the content in text form within three working days of receipt. Sky Media is not obligated to accept offers in general.

c) If the Client submits an offer, the order comes into effect through acceptance in text form by Sky Media with the inclusion of these GTC or alternatively through implementation of the order.

d) If not otherwise agreed, orders on the broadcasting or placement of advertising media via multiple channels/stations or digital distribution channels are to be considered single and independent contractual relationships with regard to the broadcast on each individual channel/station/platform, regardless of any simultaneous order placement and/or simultaneous order confirmation.

e) Sky Media shall exclusively provide the services referred to in the contract. Extensions require written confirmation. The Client is, however, entitled to access additional advertising material within the agreed period, subject to available capacity, even beyond the quantity specified in the advertising order, against separate payment.

f) Orders must be executed within the same calendar year in which the order is placed. If an order explicitly includes the placement of advertising for the following calendar year, the order shall be executed within such following calendar year.

g) The aggregation of several Clients in one advertising time/space or in one advertising medium, so-called combined advertising ("Verbundwerbung"), requires the express consent in text form of Sky Media. The Clients must be named with their exact company name and address. Sky Media is entitled to claim a surcharge for combined advertising. Sky Media is entitled to refuse the broadcast or placement of the entire advertisement even if only one of the Clients cannot undisputedly be classified as entitled to combined advertising.

h) If agencies place advertising orders for third parties, Sky Media is entitled to refuse execution until the agency names the Client. Sky Media is further entitled.

i) A transfer of the advertising service by the Client to a third party is only permissible with the express prior consent of Sky Media in text form.

## **§ 3 Rights of use, legal guarantees and exemption from liability**

a) The Client guarantees that he/she holds all rights of use required for the communication measure booked in each case (pay TV, television, online, VoD, stream) for the services or content transmitted by him/her (for example, image and text material, music) and, in particular, that he/she holds the necessary

copyrights, trademark rights, ancillary copyrights, personal rights and other rights for the territory and can transfer them to Sky Media for the purpose of fulfilling the order. The Client transfers to Sky Media all copyrights, trademark rights, ancillary copyrights, personal rights and other rights, in particular the right to reproduction, distribution, processing, extraction from a database, retrieval and broadcasting without restriction with regard to the transmission technology, transmission channels and distribution media used, such as e.g. satellite, terrestrial transmission, cable transmission including cable retransmission and the necessary sublicense rights for the retransmitting cable companies, as well as the right of public access, in particular by means of the Internet Protocol, regardless of the transmission technology used - including UMTS, LTE, DSL, fiber optics - and the terminal devices used for perception - including TV, game consoles, computers, laptops, tablets, cell phones, dongles - including simultaneous or deferred streaming or downloading for a fee or free of charge and with the inclusion of advertising media other than in the TV transmission.

Insofar as the advertising material within TV programs is also made publicly accessible within the scope of video-on-demand, live stream or other on-demand offers on the part of Sky, this right is also included. Both the broadcast signal and on-demand offers can also be received or accessed outside the Territory due to technical conditions.

In the case of online advertising media, in particular the worldwide right of simultaneous (simulcast), unchanged public access to the advertising media shall be granted without restriction of the transmission technology, transmission paths and distribution media used, such as e.g. UMTS, LTE, 5G, DSL or fiber optics, and without restriction of the end devices used for perception - including TV, game consoles, computers, laptops, tablets, cell phones.

In particular, the Client also transfers the right to transfer the aforementioned rights to third parties commissioned for the execution of the contract or for broadcasting or switching.

b) The Client also guarantees in particular that it is in possession of all the exploitation rights to the advertising films or data material required for the purpose of the contract and that it has concluded corresponding agreements to use the material with GEMA, GVL, TWF (Treuhandgesellschaft Werbefilm) or other relevant copyright collection societies.

c) Furthermore, the Client guarantees that the advertising material provided does not violate any legal or official provisions, in particular press, media or competition law provisions or special advertising laws/advertising guidelines and principles, and shall bear sole legal responsibility for this. The Client shall be responsible vis-à-vis Sky Media and the broadcaster for ensuring that the broadcast material complies with legal and official provisions, in particular that it does not violate any third-party rights (e.g. competition, trademark, ancillary copyright, personal rights and copyrights), complies with the provisions of the protection of minors and consumer protection; does not violate the applicable joint advertising guidelines of the state media authorities and is free of any discrimination. It is clarified that Sky Media will review the advertising material provided by the client exclusively with regard to obvious violations of the law.

d) Sky Media is not responsible for the legality of the sold advertising material. Sky Media is not obligated to view or check advertising material of the Client. This also applies to the advertising content of a sponsor reference as well as any references within the advertising material to other website addresses and their content, telephone numbers, etc.

e) The Client is required to compensate Sky Media and the relevant providers, such as the Network Channels and the platform-independent providers, for any damages incurred due to the violation of corresponding rights or provisions. The Client will fully indemnify Sky Media and the respective providers, such as for example the Media Partners and the platform-independent providers, to the full extent and upon first request from all claims asserted by third parties against Sky Media and/or the respective providers, such as the Media Partners and the platform-independent providers, within the scope of the advertising order. Such indemnification includes the costs of an appropriate legal defense. The Client is

liable to Sky Media and the respective providers, such as the Media Partners and the platform-independent providers, for all damages arising from a claim.

f) Should the Client cancel his broadcasting or advertising order without respecting agreed notice periods because of an injunction filed against him by a third party or for other reasons, the Client will still be liable for payment of the remuneration in full. The Client retains the right to prove that Sky Media and the respective providers, such as the Media Partners and the platform-independent providers, have suffered a lesser loss.

g) The Client warrants that he is entitled to set the hyperlinks associated with the digital advertising. He guarantees that neither the advertising, (in the case of digital advertising) any data/Internet pages referred to by means of hyperlink in the digital advertising (up to the third referral level), nor the time of dissemination of the advertising, insofar as this was determined by the Client, violate legal regulations, in particular those of competition and youth media protection law, and/or provisions of the Interstate Broadcasting Treaty and advertising guidelines, and/or official regulations.

#### **§ 4 Prices, price changes**

a) The price lists valid at the time the order is concluded shall apply.

The prices used for bookings at the time the order is concluded are based on Sky Media's planning data for the respective channels. In this respect, the times stated for the respective price groups are to be understood as planned times, which do not exclude significant shifts.

The running time and placement of the commercial shall be decisive for the price calculation for commercials in the TV program. The basis for calculating the length of an advertising spot is the first and last perceptible sound signal or image signal. If a time unit specified in the price list is exceeded, the insertion price of the next higher time unit shall be charged. If applicable, there are minimum billing lengths, which are indicated in the price lists. The prices do not include any copyright or ancillary copyright fees payable by the Client to collecting societies such as GEMA in respect of the broadcast advertising program.

For the calculation of prices for the placement of advertising media in the digital environments of Sky Media, the gross per thousand contact prices for the respective form of advertising is decisive.

The prices valid at the time are available at <https://www.skymedia.de/services/>

Value-added tax is not included in all prices; it will be charged additionally at the legally applicable rate.

b) The basic price stated in lit. a) does not include production or other costs incurred. These will be charged separately as soon as and if they are incurred and will be borne by the client.

c) Sky Media is entitled to adjust the prices to a reasonable extent at any time. Unless expressly agreed otherwise, new rates will come into effect immediately in the event of price adjustments, even for current orders; this does not apply to consumers for orders that are processed within four months of the conclusion of the contract, unless it is a continuing obligation.

d) The right of Sky Media to introduce special prices as a result of current program or offer changes, even at short notice, remains unaffected by lit. c). If the broadcast or switching time agreed with a client is affected by the introduction of such a special rate, the client will be notified of this immediately. If the introduction of such a special rate affects an advertising medium for which a specific placement was agreed in the order, the client must immediately confirm to Sky Media whether he agrees to a broadcast or placement at this time and wishes to pay the special rate for this. Otherwise, the advertising medium concerned will be broadcast by Sky Media at the next possible time within the same area/environment for which the advertising medium was originally booked. Sky Media's rights under B. § 4 lit. a) remain unaffected.

## **§ 5 Discounts**

a) In accordance with Sky Media's current price list, discounts may be granted on the list prices for the total invoice amount for advertising media of a client distributed within one calendar year. Special forms of advertising will be taken into account in the calculation of the discount scale, but no discount will be granted on the special forms of advertising themselves. Product placement is neither taken into account in the calculation of the discount scale nor is a discount granted on product placements. Discounts are only granted provisionally at the time of calculation. The final settlement shall be made retroactively at the end of the calendar year, in accordance with the advertising airtime actually purchased.

b) Several clients shall be regarded as one Client for the purposes of granting discounts if they are part of a group. This shall be the case if the parent company of the group holds more than 50% of the capital of the subsidiary company of the group. Written proof of the group status of the Client is required for the granting of group discounts. In the case of corporations, the group status shall be proven by confirmation of an auditor or by submission of the last annual report, in the case of partnerships by submission of an excerpt from the commercial register. In any case, group discounts require express written confirmation by Sky Media upon conclusion of the contract. Group discounts are only granted for the duration of the group affiliation. The group status as of January 1 of the calendar year is decisive. Termination of group affiliation must be reported immediately. The group discount shall also end upon termination of the group affiliation.

c) If the Client is an agency, it shall disclose all rebates, discounts and other benefits received to the customers it serves and, if it is legally or contractually obligated to do so, shall pass them on to them.

d) As a matter of principle, discounts in kind must be used to accompany campaigns and can be booked in the form of classic advertising spots in a period of a maximum of 14 days to a minimum of 4 days in advance of the broadcast, insofar as free capacities are available on the respective station or channel. However, Sky Media has a right of deferral in this regard. Sky Media waives the right to shift if the client pays a surcharge of 75% on the list price plus statutory value added tax for the discounts in kind granted to him.

e) New discounts will come into effect for DRTV (direct response TV) bookings from the time a station is reported via AGF/GfK television research.

## **§ 6 Payment conditions**

a) Unless the Agency expressly acts as the Client's representative with appropriate proof of authority, invoicing shall be made to the Agency as the debtor. Sky Media will submit its invoices for TV and digital services in the month following the month in which the service is provided. The invoice amount is the total calculated by Sky Media of the prices of all individual advertising spots and advertising material over the invoice period as determined by Sky Media, in connection with the prices per second calculated from the respective valid price list in each case. Sky Media reserves the right to demand advance payments.

b) Sky Media's payment claims are due at the time the invoice is received and are payable without any deductions within thirty days of receipt. Payment may only be made to the account referred to in the invoice. Any rebates for pre-payments will be granted according to the price list or, if applicable, according to individual agreement in text form. Cash discounts will only be granted subject to an express written agreement and then only provided that all previous invoices have been paid. Bank charges will be paid by the Client.

c) In the event of payment arrears, Sky Media is entitled to charge the client interest on arrears at the statutory rate. The right to claim compensation for any additional damages incurred is expressly reserved.

d) In the event of payment arrears, Sky Media is entitled to refuse to perform any further services until the Client has settled the claim or has provided security.

e) Sky Media is also entitled to refuse to provide its services should it become evident after the contract has been concluded that the right to payment is endangered by the Client's inability to pay. The right to refuse to provide Sky Media's services will end when the claim is settled or security is provided. Sky Media may set a reasonable period of time within which the Client must, at its option, successively either settle the claim or provide security on the one hand and the service is provided on the other. Sky Media may rescind the contract should this period of time end without the desired result.

f) Should Sky Media agree to produce advertising material on the basis of a separate contractual agreement, the agreed fee will be invoiced separately. The fee for this service is payable in full without deductions once the invoice is submitted.

g) Advertising material will only be sold to Clients with a positive credit rating or in return for prepayment on appropriate recommendation as part of a credit check. New Clients are Clients who have not advertised through Sky Media during the last two years.

h) The Client is only entitled to set-off rights if these have been contractually agreed upon in text form beforehand and, in addition, the counterclaims have been legally established, are undisputed and have been recognized by Sky Media. He is only entitled to a right of retention on the basis of claims arising from the same contractual relationship.

## **§ 7 Liability**

In the event of minor negligence, Sky Media, its legal representatives or vicarious agents will only be liable for cardinal obligations and for the amount of foreseeable damage typical for this type of contract. Cardinal obligations within the meaning of this § 7 are such contractual obligations the fulfilment of which makes the proper implementation of the contract possible at all and on compliance with which the Client may normally rely.

This limitation of liability does not apply to injury to life, limb or health or in the event of claims under the German Product Liability Law.

In cases other than those mentioned above, Sky Media's liability is excluded regardless of the legal basis.

## **§ 8 Warranty**

a) Sky Media and the Client determine the qualities of the service to be provided. Performance specifications do not constitute a guarantee of the presence or absence of certain qualities. Should, contrary to this provision, guarantees be expressly assured, these will only be binding provided they have been given issued in text form by the negotiator authorised to represent Sky Media. Sky Media is not bound by undertakings given by anyone else.

b) The limitation period for liability for defects of quality and title is one year. Rescission or a price reduction are invalid once the claim to performance or retrospective fulfilment has become time expired and Sky Media invokes this. This limitation of liability does not apply to claims resulting from injury to life, limb or health or in connection with the German Product Liability Law. Nor does this limitation of liability apply should the damage be due to a deliberate or grossly negligent infringement of Sky Media's obligations or due to a deliberate or grossly negligent infringement of obligations by its legal representatives or vicarious agents.

c) If, due to force majeure, contractual obligations cannot be fulfilled, cannot be fulfilled on time or cannot

be fulfilled properly, Sky Media is insofar released from its obligation to perform during the event of force majeure.

d) If a contractually agreed service is not performed in a timely or proper manner due to program-related reasons or reasons for which Sky Media is not responsible, Sky Media will ensure the performance in accordance with the order within the scope of availability by means of subsequent performance at its own discretion.

### **§ 9 Obligation to give notice of defects**

The Client is required to check the advertising material broadcast or placed immediately after its first appearance and to report any defects within the first week of the broadcast or placement. Any defect will be considered to have been approved after this period has expired. Should the Client demand that the advertising material shall be changed, he shall be obliged to bear any costs caused as a result of the change.

### **§ 10 Agencies, advertising intermediaries**

a) An AE (agency fee) of 15% of the net invoice amount, i.e. on the total invoice amount excluding value added tax and after deduction of all other discounts but – if agreed - before cash discounts (MN1) will be granted on advertising orders placed by an agency. This is however conditional on written proof of activity as an agency as well invoicing of the agency. Sky Media reserves the right to refuse to pay the agency fee in the case of special ads and in the case of minor or fake agencies. The agency fee will be recalculated in the event of changes in the discount due to additional or cancelled bookings. A supplementary charge or a payment may then be made. The agency fee is subject to the provision that Sky Media has received payment from the Client.

b) Agencies and advertising intermediaries undertake to include the contents of the present GTC in their contractual relationship with the Client in a manner that is valid and in particular to ensure that the Client completely exempts Sky Media from liability with regard to the origin, contents and the form of the advertising contents, unless the agencies or advertising intermediaries are directly and completely liable to Sky Media for the contents of the advertising.

### **§ 11 Other**

a) The Client is obligated to adhere to the "Guideline for Responsible Procurement for Suppliers".

For deliveries to locations in Unterföhring, the following shall also apply:

the Supplier Guideline (both guidelines available at: <https://www.skygroup.sky/suppliers>; [https://update.comcast.com/wp-content/uploads/sites/33/dlm\\_uploads/2022/10/Code-of-Conduct-for-Suppliers-and-Business-Partners-German.pdf](https://update.comcast.com/wp-content/uploads/sites/33/dlm_uploads/2022/10/Code-of-Conduct-for-Suppliers-and-Business-Partners-German.pdf) and [https://info.sky.de/inhalt/de/unternehmen\\_einkauf\\_start.jsp](https://info.sky.de/inhalt/de/unternehmen_einkauf_start.jsp))

b) The contractual relationship between Sky Media and the Client shall be governed exclusively by the laws of the Federal Republic of Germany. Insofar as agreed, the place of jurisdiction is Munich.

c) Should individual or several provisions of these GTC be or become invalid, this will not call into question the validity of all other provisions or agreements in case of doubt. Instead of the invalid or voided provision, a provision will apply that the parties would have agreed in order to achieve the same commercial result had they been aware of the invalidity or nullity.

d) Side-agreements, amendments or additions to the contract must be confirmed in text form by Sky

Media. An amendment of the text form is only effective if confirmed by text form.

## **B. Special Terms and Conditions for TV Services - linear and on-demand (including podcast)**

These special terms and conditions for linear and on-demand TV services regulate, in addition to the general terms and conditions in part A. of these GTC, the contractual relationship between Sky Media and its Clients for the broadcast of commercials on linear and digital TV.

### **§ 1 Content of the contract**

a) Clients may basically book advertising spots of 5 seconds or longer.

b) Clients may also acquire so-called "product placement". This is the mention or presentation of a manufacturer's products, services, names, brands, activities or those of a provider of products in return for a fee or some other consideration with the aim of promoting sales. The provision of products at no charge is product placement, provided that the products in question have a significant value. Each product's significant value is determined separately. If several products are provided by the same company, however, the value of the products will be added together.

c) Clients may also purchase so-called "sponsorships" at fixed prices or at flexible prices. The fixed price can be found in the current price list. Sponsoring is a cooperation between the advertising client and Sky Media/Sky, in which the brand and/or the product of the advertising client is closely associated with Sky's programming.

d) "Special form of advertising" is any form of product or brand presentation that is neither an advertising spot, nor a sponsorship nor a product placement.

e) DRTV campaigns can only be booked for the current month and the following month. As a matter of principle, reservations are not possible. There is no right to placement in a certain environment or in certain advertising blocks. The lead time for DRTV bookings here is 6 working days and the lead time for a change in motif four working days.

f) The order will also include additional information concerning the volume of bookings, the length of the spot, the editorial environment, and the time by which the material to be transmitted must be delivered.

g) Unless Sky Media has expressly guaranteed the Client certain transmission dates and/or positions within a certain advertising block and/or a certain position within an advertising block in writing at the time the order was placed, such a placement does not form part of the contract. In this case, statements as regards transmission times, dates, advertising blocks or positions within an advertising block are only to be understood as non-binding planning parameters. Sky Media will make every effort to enable the advertising spot to be broadcast in an advertising block requested by the Client, without however giving any guarantee in this regard. Moreover, further advertising blocks can be offered and broadcast in addition to those shown in the programming schedules. Desired placements may be purchased subject to a premium of 20% on the list price. Nor is any guarantee given that advertisements by competitors within an advertising block will be excluded unless Sky Media confirms to the Client in writing guarantees exclusion of such competition.

h) The advertising spot will be broadcast subject to the same technical conditions as the programme in general. By this means, a satisfactory standard of broadcasting will be ensured for every order.



## **§ 2 Transmission material**

a) Up to seven days at the latest prior to the agreed transmission date, the Client is obliged to provide Sky Media with the material required for the transmission (motif plans, transmission files and other transmission material) at no expense and in the agreed format. The transmission material must be provided to Sky Media in accordance with the technical guidelines and specifications retrievable under <https://www.skymedia.de/services/> . The Client is responsible for delivering the transmission material on time and flawless quality. The Client bears the risk whilst the transmission material is being provided. The quality of the transmission files in terms of technical and content is the sole responsibility of the Client.

b) Simultaneously with the provision of the transmission files, the Client is required to provide Sky Media with the information needed to settle accounts with GEMA or GVL, particularly the producer, publisher, composer, title and length of the music used. The Client also undertakes to have the rights to exploit the advertising films granted by TWF (Treuhandgesellschaft Werbefilm) immediately and to relieve Sky Media and the stations concerned completely and on the first occasion of being asked to do so from all claims lodged by TWF against Sky Media and the stations concerned.

c) The obligation to retain the documents and the transmission files ends with the last broadcast of the advertising spot in accordance with the order.

d) Should it not be possible to broadcast the advertising spot at the agreed time because the transmission files provided are technically faulty, in the wrong format, wrongly labelled or similarly defective or because a broadcast is not permitted for legal reasons and should the Client and not Sky Media or the station be largely responsible for this situation, Sky Media may charge the Client the fee owed for the agreed transmission time, even should the advertising spot not be broadcast. The Client will not be entitled to claim compensation. The same will apply should it not be possible to broadcast the advertising spot at the agreed time because the transmission files were not provided on time and this is primarily the fault of the Client and not Sky Media or the station

f) Sky Media will provide the Client with the transmission confirmations, stating the actual broadcast times, at the beginning of the following month. The Client is required to check the transmission confirmation and to report any defects immediately, i.e. two weeks at the latest after having received it from Sky Media, otherwise the execution of the order will be deemed to have been approved.

## **§ 3 Rejection of broadcast orders**

a) Sky Media reserves the right to reject advertising spots provided by the Client for broadcast in accordance with the following provisions, even in the case of orders that have been accepted as binding. Sky Media is also permitted to reject orders if there is a permanent contractual relationship with the Client.

b) Rejection is permitted should material not conform to § 2a), b), c) and/or d). Orders will always be rejected should the advertising spot provided not comply with provisions of the law or of public authorities particularly with the current advertising guidelines of the media authorities of the German states ("Länder").

c) Furthermore, Sky Media is entitled to reject commercials and/or advertising content due to their origin, content, form, or technical quality or for programming, legal or moral reasons, in particular also if their

content violates the interests of Sky Media or the broadcaster.

d) Sky Media also reserves the right to reject multiple insertions as well as advertising spots that refer to each other within an advertising block or several advertising blocks.

e) Should advertising be rejected on account of b) to d), the Client will be required to submit a new or amended advertising spot for broadcasting to which the grounds for rejection no longer apply. Should this substitute advertising spot be submitted too late in order to meet the agreed broadcast date and broadcasting be impossible as a result, Sky Media will be entitled to invoice the Client the fee for the agreed time of transmission as if the broadcast had taken place at the agreed time. Sky Media will still be entitled to the full fee should the advertising spot be broadcast in spite of the initial rejection.

f) Should advertising be rejected for reasons for which the Client is not responsible, the Client may cancel the rejected advertising spot and demand that any payments already made be reimbursed unless these payments have already been used up by broadcasts. Any further claims by the Client on account of the rejection of the advertising spot are excluded.

g) Sky Media is required to notify the Client immediately each time that an advertising spot has been rejected. The Client is entitled to learn of the reasons for the rejection.

#### **§ 4 Transmission date, postponement, cancellation**

a) Sky Media will place advertising spots for which no precise placement was agreed in the order within the agreed environment. In this case, any statements on transmission times, dates, advertising blocks or positions within advertising blocks are to be understood as non-binding planning indications. The placement is non-binding and allows Sky Media to bring forward or to postpone the broadcast provided that the broadcast meets the agreed criteria. The price groups for the individual channels may be found in the order confirmation issued by Sky Media at the time.

b) DRTV bookings will be made according to availability and are subject to Sky Media's right to shift transmissions. Cancellations and booking changes by Sky Media at short notice are possible at time.

c) The Client's consent is required in order to bring forward or to postpone advertising displays for which an exact placement has been agreed. Unless the Client objects in writing (email sufficient) within 24 hours of receiving notification of a postponement of the transmission of its advertising to a different programme environment, its consent to the postponement will be assumed. This consent may be waived if the postponement is negligible and reasonable from the Client's point of view. Postponement of an advertising spot will be deemed minor if it is in the same editorial environment and does not entail a major deviation from the timing originally planned for the broadcast.

d) Should there be a permanent contractual relationship with the Client, Sky Media will not be required to transmit should a postponement in accordance with a) or c) not be possible

e) The same will apply should a postponement in accordance with a) or c) not be possible and should programming changes be necessary that are either unforeseeable or for which Sky Media is not responsible (particularly circumstances of immediate importance) or should it be impossible or intolerable for Sky Media to broadcast due to force majeure, a strike, legal injunctions (particularly due to measures implemented by the regulatory authority) or due to technical malfunctions (particularly should transmission not be possible). In this case, the broadcast of the advertisement will be moved to another, if possible equivalent, broadcasting slot.

f) Furthermore, Sky Media may withdraw from legally binding accepted orders if unforeseeable changes

to the program occur or changes for which Sky Media is not responsible, among other things as a result of measures taken by the supervisory authority, if the advertising is not compatible with legal regulations, or if there are concerns about infringements of the rights of third parties.

g) Should Sky Media no longer be obliged to transmit on account of unavailability in accordance with d) or e) or due to cancellation of the order in accordance with f), Sky Media will be required to inform the Client immediately that its advertising cannot be broadcast. Any further claims on the part of the Client are excluded.

h) Should there be a permanent contractual relationship between Sky Media and the Client, both are entitled to cancel orders to broadcast advertising up to a maximum of six weeks prior to the first transmission date. The contractual right to cancel orders will be forfeited from the beginning of the sixth week prior to the transmission date. Should Sky Media exceptionally consent to a cancellation request within this six-week-period, this will only be granted in return for a cancellation fee determined by Sky Media in accordance with its own equitable discretion. Even on payment of a cancellation fee, the Client has no automatic right to cancel an order.

i) There is no right to cancel an order relating to advertising of 90 seconds or more in length or consisting of programme sponsoring. In such cases, the Client must apply to Sky Media in writing. Cancellation will only be valid when confirmed in writing by Sky Media.

### **C. Special conditions for digital services (Online and in addition to B) all digitally addressable services)**

These special conditions for digital services regulate, in addition to the general conditions in Part A. and the special regulations in Part B, the contractual relationships between Sky Media and its Clients for the booking of advertising material in the field of "online". Online is understood to mean all types of advertising material in the purely digital/online area, in particular online, as well as in the addressable area (hereinafter collectively "Online").

#### **§ 1 Content of the order**

a) An advertisement in the field of online may consist for example of a single or several elements: of a picture and/or text, tone sequences and/or moving pictures (including banners) of a sensitive surface that when clicked establishes the link to additional data relating to the Client by means of an online address provided by the Client (e.g. link).

b) The Client guarantees that the advertising material does not provide access to any data or any other websites that infringe provisions of the law or the rights of third parties and that include for example morally objectionable contents (particularly racist, pornographic, slanderous, obscene contents or contents that glorify violence). Sky Media may reject the order should this nevertheless be the case.

c) Booked advertising material will be placed in advertising slots that have either been mutually agreed or are allocated in accordance with equitable discretion and always at the contractually agreed transmission times. Sky Media will endeavor to enable the advertising material to be shown on a website or in an area of the Internet requested by the Client without however assuming a guarantee in this regard. Should it appear necessary to Sky Media with regard to the design of the advertising material or the advertising environment, Sky Media may clearly identify any advertising material as advertising without this requiring the Client's consent. As a matter of principle however the Client is required to add such identification at the time the advertising material is created should this be required by law and recognizable by Sky Media.

d) Sky Media is generally free in the design of the content of the environment, unless otherwise agreed in writing. Sky Media does not guarantee that no other Internet pages/areas will be offered for advertising content in addition to the Internet pages/areas shown in the media data. The client has no claim to compliance with a specific access time to the respective Internet page/area. Exclusion of competition is also not guaranteed within an internet page/area, unless Sky Media confirms the exclusion of competition to the client in writing.

e) The Client and Sky Media are entitled to change the bookings of advertising material up to one week prior to transmission provided that the change of booking is tolerable for the other contractual partner. The Client is entitled to change the booking of reserved advertising material (e.g. change in the website booked, area placement and/or period of time when it is shown) provided that Sky Media is notified of the desired change of booking in writing (also by e-mail) at the latest three working days prior to the agreed period when it is to be shown, that the agreed booking volume (total fee in accordance with the relevant price list) is maintained, that the showing of the re-booked volume is not materially postponed versus the volume originally booked and that provided that Sky Media has adequate free capacity on the new display dates requested.

f) Should any defects in the advertising documentation not be sufficiently evident to Sky Media, the Client will not have any claims should publication be insufficient and should this be due to these defects in the documentation. The same will apply in the event of errors in repeated showings of advertising should the Client fail to point out these errors in time prior to the publication of subsequent advertising display.

g) Subject to the current technical standards, Sky Media guarantees the best possible playback of the advertising material. The Client is however aware that, given the state of technology, it is not possible to create an environment totally free of errors. In particular, errors may arise as a result of technical malfunctions, especially a communications line and/or computer breakdown due to a system failure or the use of unsuitable presentation software and/or hardware (e.g. browser) or due to a malfunction in other operator's communications networks or incomplete and/or outdated offers on so-called proxies (intermediate memories) or a breakdown of the ad-server. Claims for compensation by the Client are therefore excluded. The delivery of a digital campaign is related, among other things, to the user's individual product settings, the technical infrastructure and the platform-dependent ad server settings. The campaign settings are aimed at maximum delivery; in individual cases, this cannot be guaranteed due to the aforementioned causes.

h) Claims for compensation by the Client are therefore excluded.

## **§ 2 Data material**

a) The Client is required to deliver the advertising material free of charge in accordance with the guidelines of the OVK (standard advertising material) and with a lead time of at least 4 working days before the start of the campaign (max. 5 creatives); advertising material deviating from the standard at the latest 5 working days before the start of the campaign.

Upon delivery of the advertising material, tracking must be guaranteed that is both secured and non-secured.

For social media integrations, the documents and advertising materials must be delivered to SMNads@sky.de at least 5 working days before the start of the campaign.

Delivery in accordance with the applicable dimensions and technical specifications Advertising material delivery via [www.wetransfer.com](http://www.wetransfer.com) (Mail: [SMNads@sky.de](mailto:SMNads@sky.de)). The data material is to be delivered to Sky Media in principle in accordance with the technical guidelines and specifications, available at <https://www.skymedia.de/services/>

The client must ensure that the advertising material does not pose any risks, such as viruses or other technical problems. The Client shall bear the risk of the transmission of the data material. In the event of

late delivery, Sky Media assumes no responsibility for proper placement.

The Client must independently check the advertising material and ensure that the advertising material and links to the client's websites provided to Sky Media or, in the case of an agency, the Client's website are functioning and that these websites are available.

b) The Client will be notified as soon as possible and given reasons should the advertising data and materials be unusable or otherwise fail to comply with the terms of the contract.

c) The obligation to store advertising materials will end after the last occasion on which it is distributed.

d) Sky Media will provide the Client with a report at the end of the campaign stating the ad impressions actually supplied.

The Client is required to check the report and to report defects to Sky Media immediately, at the latest however within two weeks of receiving the report, otherwise the implementation of the order will be deemed to have been approved.

### **§ 3 Advertising transmission**

a) Should it not be possible to show the advertising material on time, due to its contents, on account of force majeure (including technical malfunctions) or for other reasons for which Sky Media is not responsible, Sky Media will relocate transmission of the advertising material, wherever possible to an equivalent transmission location. The Client will be informed immediately should the changes in location be considerable. A considerable change in location refers to a change in the period of time of transmission different from that which was agreed.

b) Advertising will be shown in Sky Media's standard playback quality and will depend on the technical standard of the Internet user's technical equipment.

c) Sky Media may charge the Client the fee agreed for the transmission should it not be possible to show the advertising material due to circumstances for which the Client is responsible, particularly because it was not provided on time, was defective or incorrectly labelled or because transmission was not permitted for legal reasons.

d) Should there be a permanent contractual relationship between Sky Media and the Client, both will be entitled to cancel orders to transmit advertising material up to a maximum of six weeks prior to the first transmission date. The contractual right to cancel orders will be forfeited from the beginning of the sixth week prior to the transmission date. The Client will not be entitled to cancel should special forms of advertising be involved, such as for example online sponsoring, unless the order is cancelled on account of an infringement of obligations on Sky Media's part.

e) The Client is entitled to a weekly campaign report. This report is made up of: the number of ad impressions delivered<sup>1</sup>, the number of ad clicks<sup>2</sup>, the click-through rate<sup>3</sup>, the view-through rate<sup>4</sup> (only reportable in the case of video ads). The possibility of carrying out an analysis at the level of the individual terminal<sup>5</sup> or on a daily basis is also available on request. The Parties will agree on an increase in the agreed net fee should components be added.

---

<sup>1</sup> Ad impression = number of advertising media called off from Sky Media's ad server

<sup>2</sup> Ad clicks = individual click on the advertising medium displayed

<sup>3</sup> Click-through rate = number of clicks on an advertising medium in relation to the ad impressions supplied

<sup>4</sup> View-through rate = Number of calls on the advertising medium in relation to time spent

<sup>5</sup> Terminals = Possibility of having the reporting displayed between different operating systems and types of equipment; e.g. iPhone, android tablets etc.

f) The maximum number of switchable advertising material motifs that may be shown in a campaign is limited per month and will be discussed and determined with Sky Media in advance of the booking. In the case of a higher number of advertising material motifs per month, the Client is obligated to pay the remuneration to Sky Media according to the scale as per the Digital Media price list, available at <https://www.skymedia.de/services/>

g) Should Sky Media consent on an exceptional basis to a cancellation request within the six-week period, this will only be granted in return for a cancellation fee to be determined by Sky Media in accordance with its equitable discretion. Even on payment of a cancellation fee, the Client has no automatic right to cancel an order.

h) Should the Client cancel the order less than six weeks prior to the start of the campaign, the Client is obligated to pay cancellation fees to Sky Media.

#### **§ 4 Ad Server**

The quantification of ad impressions and ad clicks will be determined by the data recorded by Sky Media on its ad-server<sup>6</sup>. An ad impression is deemed to be every reply via Sky Media's ad server as a reaction to an enquiry on a user's browser/connected set-top box, adjusted for the impressions generated by way of automated processes, such as for example search engine scans. Should the contractually agreed ad impressions or ad clicks already be achieved before the end of the agreed term, the Parties will agree an increased fee or a premature ending of the term.

As a general rule, it is possible to supply third party trackings, whereby Sky Media carries out the installation of such trackings on a voluntary basis and cannot be required to carry out the installation. In this context, attention must be paid to rules that form part of the technical specifications (under <https://www.skymedia.de/services/>).

The same applies to the delivery of so-called redirects<sup>7</sup>. Sky Media is entitled to cease further delivery should it be required to implement advertising material and trackings that do not comply with the guidelines referred to or at least have the appearance of being of doubtful origin. Delivery will only be re-started after the materials have been verified beyond any doubt and the Client has confirmed in writing that use of the advertising materials submitted are above reproach. The Client will always be responsible for any delay in delivery that may occur as a result. Sky Media is also entitled to deliver subsequently the days resulting from the delay without any further consultation with the Client.

There is no right to a uniform and daily delivery of advertising materials for any digital advertising media should the ad server be involved.

Should a fixed number of ad impressions not be achieved, Sky Media reserves the right to continue delivery up to three working days following the end of the agreed term, unless both Parties agree special conditions regarding continued delivery prior to the start of the campaign

#### **§ 5 Data protection**

a) Client data

The Client consents to Sky Media using its personal data that it provides to Sky Media as well as data derived from the grant and implementation of orders to Sky Media for internal purposes, particularly for

---

<sup>6</sup> Ad server = A system to guarantee automatic broadcasting of the advertising medium to be transmitted

<sup>7</sup> Redirect = URL that indicates an advertising material that was hosted on the Client's ad server.

purposes of market research. Sky Media is entitled to delegate the processing of such data to third parties provided that these third parties have undertaken in writing to comply with the provisions of the law on data protection

b) Evaluation of access data

To the extent that Sky Media agrees to the collection of personal data, the Client warrants and represents that personal data will only be collected in accordance with legal requirements. In particular, the Client warrants and represents that the use of tracking technology and the setting of cookies will only be in accordance with legal requirements. Client agrees (and shall ensure that its service providers also agree) to maintain on its website(s) a privacy policy that (a) complies with applicable law, (b) accurately discloses the collection, use and disclosure practices of such website(s), and (c) discloses the use of any third party(ies) for advertising delivery. Principal further agrees that its Third Party Server Ads will provide users with a link to the European Interactive Digital Advertising Alliance's opt-out website at [www.youronlinechoices.eu](http://www.youronlinechoices.eu) so that users receive a cookie usage notification that links to further information accurately disclosing the use of cookies (including cookies for interest-based online advertising) and control options for users (through privacy statements or otherwise), if requested by the user. Client and its Service Providers agree to act in accordance with the terms of its Privacy Policy and the EASA Best Practice Recommendation on Online Behavioural Advertising and the Self Regulatory Principles of the IAB Europe (or such superseding regulations and guidelines as may be published from time to time) in connection with its and their activities under this Agreement. Any failure by the Client and any of its Service Providers to comply with the obligations of this Clause §5b shall entitle Sky Media to terminate an Assignment with immediate effect for cause. This clause §5b is not intended to restrict the Client from using aggregated Usage Data for internal media planning purposes only (but not to re-target Users), or (if the Client is an agency) from disclosing qualified assessments of aggregated Usage Data to its clients and potential clients for media planning purposes.

c) The Client guarantees compliance with the requirements under §5 a) and b). In the event that third parties assert claims due to the culpable violation of one or more obligations of the aforementioned clauses by the Client and/or a third party engaged by the Client for the execution of the contract, the Client shall fully indemnify Sky Media and/or Sky as well as their customers upon first request against all asserted claims (including official and/or judicial fines), costs or expenses (including the costs of legal defense in the statutory amount).

Last amended in February 2024