

General Terms and Conditions of Visoon Video Impact GmbH & Co. KG

For the marketing portfolio of Visoon Video Impact GmbH & Co. KG (hereinafter: VISOON) is subject to these General Terms and Conditions (hereinafter: GTC):

- A. General Terms and Conditions
- B. Special conditions for TV services
- C. Special conditions for sponsoring and special forms of advertising
- D. Special conditions for Digital Services

A. General conditions

A.1 Scope of Application, Rules of Application

A.1.1 These General Terms and Conditions and the above-mentioned Special Terms and Conditions (together GTC) govern the contractual relations between Visoon and its contracting parties with regard to the booking of media/advertising services on the media offerings marketed by VISOON (hereinafter both jointly or individually: contracting party/ies). **Unless otherwise agreed in writing, the GTC of VISOON shall apply exclusively.** Deviations from these GTC and any verbal agreements are only effective if they are confirmed in writing by VISOON. This applies accordingly to any change in this formal requirement. General terms and conditions of the contracting partner are hereby explicitly excluded. This applies even if they have not been explicitly rejected and/or VISOON provides its services without objection.

A.1.2 Amendments to these GTC shall be notified to the contracting partner by e-mail. They shall be deemed approved unless the contracting partner objects to them in writing to VISOON within one month after notification of the amendments.

A.1.3 In case of contradiction between provisions of the General Terms and Conditions and provisions of the Special Terms and Conditions, the provisions of the respective Special Terms and Conditions shall apply in case of doubt. In all other respects the provisions of the Special Conditions shall supplement the provisions of the General Conditions. This shall apply even without a specific reference to the General Terms and Conditions in the respective Special Terms and Conditions.

A.2 Contracting parties, conclusion of the contract, rejection

A.2.1 Advertising contracts (hereinafter referred to as: contract) are concluded exclusively between VISOON and the contracting party. Unless otherwise agreed in individual cases, VISOON shall act as commission agent upon conclusion of the contract, i.e. in its own name but on behalf of the respective (media) company whose media services are marketed by VISOON. Contracting parties may be agencies or the advertisers themselves. In the case of provisions of these GTC which specifically concern the

agency or the advertiser directly, the relevant term shall be used instead of the generic term of the contractual partner.

A.2.2 Offers by VISOON are always subject to change, i.e. not binding, and are subject to the availability of the services offered. The contract is concluded exclusively upon a) written acceptance/confirmation (e-mail sufficient) by VISOON of the offer accepted by the contracting partner or submitted by the latter or b) by VISOON providing the ordered service.

A.2.3 VISOON reserves the right to accept or reject an order. Even in case of a concluded contract, VISOON reserves the right to reject (advertising) content retrospectively, e.g. due to its origin, content or form, in particular for programming or legal reasons (e.g. violation of legal regulations, the guidelines of the state media authorities and/or the (advertising) guidelines of the respective (media) company and/or due to a - possibly even only threatening - hearing, objection or prohibition of the contractual (advertising) content. In such a case VISOON is entitled to stop the distribution, publication, broadcasting and/or placement of the contractual (advertising) content with immediate effect and/or to terminate the contract extraordinarily. VISOON and/or the (media) company concerned shall have the sole discretion to assess whether there is a threat of a hearing, objection or refusal of the contractual (advertising) content. For clarification: The responsibility for the legal admissibility of the (advertising) content remains solely with the contractual partner according to clause A.5. At the request of the contracting partner, VISOON shall inform the contracting partner in writing of the reasons for the rejection (e-mail sufficient). In addition, the contracting partner shall be entitled to demand reimbursement of any remuneration already paid for the booking of rejected advertising content (with the exception of any production and/or other costs already paid), **provided that the rejection is not based on reasons for which the contracting partner is responsible (e.g. violation of the aforementioned regulations, in particular legal provisions). **The contractual partner shall remain liable for payment of the distributed, published, broadcast and/or placed (advertising) content.****

A.2.4 In the case of orders from agencies, the specific contractual partner (advertiser) shall be specified in detail (name or company name including correct legal name, full address and any additional information required by VISOON in individual cases). VISOON is entitled to demand written proof of mandate from the agency. The order year is the calendar year. If the Agency fails to specify its contractual partner (advertiser) and/or fails to provide proof of mandate upon request, the Agency shall be deemed to be VISOON's contractual partner. Invoicing will then be made to the agency. Advertising agencies may not have advertising space booked for one customer transferred to another customer or agency. In case of agency bookings VISOON reserves the right to forward booking confirmations to the respective advertiser.

A.2.5 The combination of several contracting parties in one (advertising) booking (so-called combined advertising) requires the express written consent of VISOON (e-mail sufficient). The contracting parties shall be named. VISOON is entitled to levy a joint advertising surcharge of 20% (twenty per cent) for two contracting parties or 30% (thirty per cent) for three or more contracting parties.

A.2.6 Insofar as these GTC refer to program structures/schemes, pricing groups and pricing lists, these shall be deemed to be part of these GTC and the respective contract.

A.3 Warranty, release from the obligation to perform, subsequent fulfilment (?)

A.3.1 The distribution of the (advertising) content covered by this agreement shall always be of the quality maintained by the respective media company for the media services marketed by VISOON. The contractual partner shall declare in writing (e-mail is sufficient) to VISOON within 10 (ten) working days after provision of the contractual service that the broadcast was essentially in accordance with the contract. Alternatively, the contractual partner shall notify VISOON of any defective or omitted service.

If no declaration is made to VISOON within this period, the contractual partner shall be deemed to have accepted the service.

A.3.2 If a) due to force majeure and/or b) due to events for which neither VISOON nor the (media) company whose media products VISOON markets cannot fulfil contractual obligations or cannot do so in a timely or proper manner, VISOON shall be released from its obligation to perform. However, VISOON will, if possible, either bring forward or make up the contractually agreed service. VISOON will inform the contracting partner about this as well as about the intended new performance times as soon as possible. However, the contractual partner is not entitled to claim for compensation. Reference is made to clause A.6.3. **If the contracting partner does not object in writing to any proposed advance or subsequent rescheduling of airtime by VISOON immediately, at the latest within two (2) working days, the contracting partner shall be deemed to have agreed to the proposed rescheduling of service provision.** In the event that a) an advance or subsequent postponement of the provision of services is not possible or b) the contracting partner objects in writing to the postponement of the provision of services proposed by VISOON, the contracting partner shall be entitled to (pro-rata) repayment of the remuneration already paid (if any) for services not yet provided under the terms of the agreement; production costs and other costs shall be excluded from the repayment. Further claims of the contractual partner are excluded.

A.3.3 If a contractual service is not provided, not provided in time or not provided properly for reasons for which VISOON and/or the (media) company whose media services are marketed by VISOON are responsible, VISOON shall ensure that the service is provided in accordance with the order within the framework of the respective availability by means of supplementary performance at its own discretion. **The choice of supplementary performance is made by VISOON at its own discretion.** In the event that

subsequent performance fails, the contracting partner may claim a price reduction in accordance with the extent of the reduced performance.

A.3.4 The rights described in clauses A.3.2 and A.3.3 shall become statute-barred 12 months after the contracting partner has become aware of the failure to perform or omit to perform in accordance with the contract.

A.4 Liability of VISOON

A.4.1 VISOON is liable for damages to the contractual partner within the scope of the respective contract,

a) which were caused by VISOON and/or its legal representatives and/or executive vicarious agents with intent or gross negligence

b) that are caused by the culpable breach of an obligation by VISOON which is essential for achieving the purpose of the contract (cardinal obligation),

c) if these claims result from the product liability law,

d) if, in the case of purchase or work contracts, VISOON has assumed a guarantee for the quality of the item or has fraudulently deceived the customer,

e) from injury to life, body or health resulting from a breach of duty by VISOON or one of its legal representatives or vicarious agents.

A.4.2 VISOON shall be fully liable for damages caused intentionally or by gross negligence or in the event of injury to life, body or health. In all other cases, the claim for damages is limited to the foreseeable damage typical for the contract, in case of default to 20% of the remuneration agreed for the contractual performance concerned. This limitation shall not apply in the case of fraudulent intent. Any liability under the Product Liability Act shall remain unaffected.

A.4.3 Insofar as VISOON is liable pursuant to clause A.4.2 only to the amount of typically foreseeable damage, there shall be no liability for indirect damage, consequential damage and/or loss of profit.

A.4.4 In cases other than those specified in Sections A.4.1 and A.4.2, VISOON's liability is excluded irrespective of the legal grounds.

A.4.5 Insofar as the liability of VISOON is excluded, this also applies to the personal liability of VISOON's employees, workers, staff, representatives and/or vicarious agents.

A.5 Legal responsibility, (third-party) rights, no audit duty, exemption?

A.5.1 The legal responsibility, in particular for the admissibility under media, press and youth (media) protection and/or competition law of all advertising and/or cooperation contents and/or any other materials and/or concepts provided by the contractual partner shall be borne exclusively by the contractual partner. The contractual partner guarantees that its content does not violate legal

regulations and/or the applicable joint advertising guidelines of the state media authorities as well as the (advertising) guidelines of the respective (media) company whose media offering is marketed by VISOON.

A.5.2 The contracting partner guarantees that the rights of third parties are not impaired by content according to clause A.5.1. In this context, the contracting party guarantees in particular that any necessary agreements with collecting societies (e.g. GEMA, GVL) or (copyright) owners have been made. The contractual partner also guarantees that no illegal or immoral content is published and/or referred to within the scope of the respective contract. Finally, the contractual partner guarantees that a daily release for contents according to section A.5.1 is available, unless otherwise agreed.

A.5.3 VISOON is not obliged to check (advertising) content covered by the agreement for its legal admissibility and/or in relation to third party rights. Even if, in individual cases, VISOON should check the content and/or communicate with the (media) companies marketed by VISOON regarding the contractual (advertising) content, this will be done without acknowledging any legal obligation and without prejudice. In particular, it does not change the provisions and basic principles contained in Sections A.5.1 and A.5.2.

A.5.4 The contracting partner undertakes to fully indemnify VISOON and/or any other third parties, in particular the (media) companies whose media products are marketed by VISOON and/or the persons and/or companies used by them for the execution of the agreement, against any claims by third parties, other disadvantages, damages and/or costs arising or likely to arise from or in connection with the execution of the respective agreement and/or from a breach of the obligations of the contracting partner set out in these GTC. This applies in particular in the event of a claim by third parties, regardless of the legal grounds, and the resulting costs of legal defence. In this context, the contractual partner is obliged to support VISOON or the respective (media) company for which the respective advertising is booked in good faith with information and documents in the legal defence against third parties.

A.6 Withdrawal, cancellation fee

A.6.1 Both contracting parties shall be entitled to withdraw from contracts in the TV service area up to 6 (six) calendar weeks prior to the concrete commencement of the provision of the contractual service, in the digital service area this shall apply accordingly up to 4 (four) weeks prior to the commencement of the provision of the contractual service.

A.6.2 VISOON may, by way of exception, agree to the withdrawal of a contracting party which does not take place within the periods specified in clause A.6.1 before the actual start of the provision of the contractual services. **However, this shall trigger the obligation of the contracting partner to pay a reasonable compensation or cancellation fee to be determined by VISOON at its reasonable**

discretion. Visoon will invoice the contracting partner accordingly, provided that VISOON and/or the (media) company whose media services VISOON markets have not culpably caused the reason for the request for cancellation. However, the contracting partner shall not be entitled in principle to demand that VISOON accept declarations of rescission which have not been made within the period of notice specified in clause A.6.1. **Clause A.11.6 shall apply accordingly.**

A.6.3 VISOON may withdraw from the contract **at any time** if the performance of the services contractually owed by VISOON is not possible for reasons of force majeure or if comparable, unforeseeable events occur which necessitate internal measures at the (media) company whose media services VISOON markets, e.g. program changes at a TV channel. This includes, in particular, measures or orders by authorities or other governmental bodies. In this case claims of the contracting partner are excluded. Section A.11.6 shall apply accordingly. The right to withdraw from the contract does not apply in cases where VISOON and/or the (media) company whose media services VISOON markets has/have culpably caused the impediment to performance.

A.6.4 The contracting partner may not withdraw from a contract for the broadcasting of a commercial film with a duration of more than 89 seconds (continuous advertising). The same shall apply to contracts for format sponsoring (including trailer sponsoring) and title sponsoring.

A.7 Extraordinary termination

A.7.1 Both contracting parties are entitled to terminate the agreement with immediate effect for cause. Good cause entitling VISOON to terminate the contract without notice shall be deemed to exist in particular if

- a)** the contracting party fails to comply with its material contractual obligations (e.g. payment obligations) and the breach of obligation is not remedied within a reasonable period of time set by the other contracting party
- b)** the contracting party becomes insolvent, in particular if judicial insolvency proceedings have been applied for or opened over his assets or if the opening of insolvency proceedings has been rejected due to lack of assets,
- c)** the contracting party decides to liquidate its company or actually ceases its business activities,
- d)** one and/or both contracting parties and/or a company affiliated with VISOON or cooperating with regard to the advertising measure has been warned and/or a temporary injunction has been obtained against one and/or both contracting parties and/or a company affiliated with VISOON or cooperating with regard to the advertising measure as a result of a contractual service,
- e)** VISOON has reasonable grounds to suspect that the contracting partner and/or its media products marketed by Visoon are in breach of legal provisions. This applies in particular with regard to the

German Criminal Code, the Interstate Treaty on the Protection of Minors in the Media or the applicable joint advertising guidelines of the State Media Authorities.

A.7.2 The services rendered by VISOON until receipt of an extraordinary termination shall be remunerated by the contracting partner in accordance with the scope of services. Furthermore, the remuneration already provided up to this point in time shall not be refunded. If the terminated contracting party is responsible for the extraordinary termination of the contract by the other contracting party, it shall be liable to the terminating contracting party for all damages arising from the termination of the contractual relationship.

A.8 Pricing, price adjustment

A.8.1 The price lists valid at the time of conclusion of the contract for advertising bookings shall apply. Production costs or other costs are not included. These will be invoiced separately to the contractual partner as soon as they are incurred. Any copyright or ancillary copyright fees which the contractual partner may have to pay to collecting societies such as the GEMA due to the broadcast of the advertising mailings are also not included in the advertising prices.

A.8.2 VISOON reserves the right to adjust the prices or rates of contracts which have already been effectively concluded in the event of changes to the price lists. For existing advertising contracts, however, changes to price lists involving changes to the contractual prices or rates are only effective if VISOON has notified the contracting partner at least one month before the contractual service is actually provided.

A.8.3 In the event of a price list amendment with changes in the contractual prices or rates with effect for an existing advertising contract, the contractual partner shall be entitled to withdraw from the contract. **The right of withdrawal must be exercised within 8 (eight) working days of receipt of the notification of the price list change, otherwise the price list change shall be deemed to have been approved with effect for the respective contract.**

A.8.4 VISOON shall also be entitled to introduce special prices as a result of current changes in offers - even at short notice. If the start of the specific performance period agreed with a contractual partner is prior to the introduction of such a special price, the contractual partner shall be notified thereof immediately. The contracting partner must confirm to VISOON immediately if it intends to continue to provide the agreed services at the unchanged time and to pay the special price for this. Otherwise, VISOON shall provide the service owed at the next possible time within the same area/environment for which the service was originally booked.

A.8.5 Statutory value added tax is not included in the prices stated in the price lists. It shall be charged additionally at the legally applicable rate.

A.9 Discounts, transparency

A.9.1 The discounts specified in the currently valid price list are granted on the media gross volume (MB1) for delivered advertising forms within one calendar year and contractual relationship. The calculation is based on the invoiced media gross volumes. Discounts will be taken into account accordingly on invoicing. Any discounts granted in excess may be claimed back.

A.9.2 Group discounts require in any case the express written confirmation (e-mail sufficient) by VISOON upon conclusion of the contract. The group status as of January 1 of the accounting calendar year, which must be duly substantiated by June 30 at the latest, shall be decisive. Termination of membership in the Group must be notified immediately; the Group discount ends with expiry of the month of termination of membership in the Group. Discounts granted in excess may be reclaimed.

A.9.3 A group within the meaning of Clause A.9.2 is the parent company's capital share in the subsidiary(s) with more than 50%. The provisions of §§ 15 et seq. AktG are not applicable. The discount applies only to advertising bookings whose content relates to a product or service of the contractual partner. Higher discounts agreed upon in individual contracts always have priority over group discounts.

A.9.4 For orders placed and processed by an agency VISOON shall grant an agency discount of 15% on the net invoice amount, i.e. on the invoice amount excluding VAT, after deduction of other discounts but before cash discount. The prerequisite is written proof of agency activity and invoicing exclusively to the agency. VISOON reserves the right to refuse the agency discount for smallest or fictitious agencies.

A.10 Terms of payment, offsetting, retention

A.10.1 New customers (advertisers and agencies who have not booked with VISOON or the broadcasters covered by these GTCs in the period of the last two (2) years prior to conclusion of the contract) will be invoiced monthly in advance on the basis of the volume ordered by that time. In the case of **existing customers**, invoices will be issued subsequently in the month following the respective month of performance. In the case of monthly invoicing, there may be slight differences between the booked and invoiced volume in the case of partial invoicing due to the system. A settlement shall be made at the latest with the last partial invoice. In the case of **new customers**, payments are due immediately without deduction upon receipt of the invoice, but the invoice amount must be received without deduction at least 7 (seven) days before the first contractual service of each month is to be rendered, otherwise the broadcast can be refused until payment is received. For **existing customers**, payments are due immediately without deduction upon receipt of the invoice but are payable within 21 (twenty-one) days. Payments can only be made to the account specified in the invoice from VISOON. **Complaints may be made to VISOON in writing within two (2) weeks of receipt. Thereafter the invoices shall be deemed approved.**

A.10.2 Bank charges shall be at the expense of the contracting partner. Cheques will always be accepted by VISOON only on account of performance. Payments by the contracting party shall only be deemed to have been made when VISOON can dispose of the amount.

A.10.3 Default of payment shall occur 6 (six) days prior to the provision of the first contractual service of each month for **new customers** and 21 (twenty-one) days after receipt of invoice for **existing customers**. In the event of default of payment, VISOON shall be entitled to refrain from providing further services. A corresponding right of retention also exists in all cases of a significant deterioration in the financial circumstances of the contracting partner or the customer. The claim for payment, including for any services not yet rendered, remains unaffected. VISOON is entitled to charge interest on arrears at a rate of 10 (ten) percentage points above the prime rate. We expressly reserve the right to claim further damages. The right of the contracting partner to prove that the damage caused by default is lower shall remain unaffected.

A.10.4 The contracting partner shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed or acknowledged by VISOON. In addition, the contracting party shall only be entitled to assert a right of retention if its counterclaim is based on the same contractual relationship and has been legally established, is undisputed or acknowledged by VISOON.

A.11 Material, Production, Intellectual Property

A.11.1 The contracting partner shall provide VISOON with all material and/or documents required for the execution of the contract (cf. also the respective Special Terms and Conditions of these GTC) in good time and in full, and in a manner usable in the specific case, in digital form no later than 10 working days before the agreed date of performance. This also includes the data required for reporting to the collecting societies (e.g. GEMA, GVL) (i.e. in particular the advertiser, product name, motif, composer, work title (music title, possibly several), music programs (per work), spot length, switch-on schedules and, if necessary, the advertising texts). VISOON does not assume any warranty for order processing if the material and/or documents are not delivered in time, complete, usable and/or incorrectly or defectively marked or if they are subsequently changed. **If the contracting partner fails to deliver the material and/or documents in time, incomplete, unusable and/or of insufficient quality, VISOON is entitled to charge the booked advertising time nevertheless, unless the contracting partner proves that VISOON has not incurred any damage due to other use of the advertising time.** The contracting partner shall bear the risk of dispatching the broadcasting material and broadcasting documents.

A.11.2 In the event that the contracting parties have agreed that a contractually relevant production (e.g. a communication measure/spot) is to be produced by VISOON or by a company affiliated with VISOON under group law or by a third party commissioned by VISOON, VISOON or, if applicable,

the company affiliated with VISOON under group law shall remain the intellectual owner of the rights to the respective production. The use of such production by the contracting partner outside the cooperation concerned requires prior consent from VISOON (licence).

A.11.3 In case of a production within the meaning of clause A.11.2, the Contractual Partner shall provide suitable footage material as well as image, text and/or sound material (including music, if applicable) for the Production in due time, but no later than 4 (four) weeks before the start of the Production, free of charge in digital form. In case of late delivery, subsequent changes, unusability and/or other legal or factual obstacles for which the contractual partner is responsible, no guarantee can be given for the proper and timely production and - downstream - for the provision of services, e.g. placement or broadcasting. The contractual partner shall bear the corresponding risk when transmitting the material.

A.11.4 In the case of production within the meaning of Clause A.11.2, the remuneration agreed for this shall be invoiced separately or shown separately in the invoice. The remuneration shall be due for immediate payment in full and without deduction on presentation of the corresponding invoice. Clause A.9 shall not apply. Within the scope of a production implementation, the work result shall be presented to the contractual partner for the purpose of acceptance. If changes are made to the work result at the request of the contractual partner, 1 (one) correction level is included in the remuneration. Further changes shall be made in accordance with separate calculation at the cost of the contractual partner, unless the work result is defective.

A.11.5 VISOON reserves the right to reject material and/or documents provided by the contracting partner if there is a factual reason for doing so. Rejection shall always be made in the event of violations of applicable law, in particular the applicable advertising guidelines of the state media authorities, and/or of common decency. VISOON is also entitled to reject material for other objective reasons, in particular because of its origin, content, form, technical quality and/or content reasons (e.g. too frequent repetition, not adequate in the context of the respective media brand). VISOON shall notify the contracting partner of the rejection and the reasons for it without delay. In the event of rejection, the contracting partner is obliged to provide new material in the above sense to which the reasons for rejection do not apply. If the new materials are made available late or not at all, VISOON shall nevertheless retain its entitlement to remuneration as if the service had been provided as agreed. If the production service is provided despite the initially declared rejection by VISOON, the original payment obligation of the contracting partner remains in force.

A.11.6 VISOON may also invoice the Contractual Partner for the remuneration owed for the agreed and rendered production service even if the production service is not implemented or published due to circumstances for which the Contractual Partner is responsible or if this and/or - downstream - the provision of the service, e.g. placement or broadcasting, is prematurely discontinued.

A.11.7 The obligation to store material (in particular layout proposals, specifications, etc.) ends at the termination of the agreed performance period, unless statutory storage obligations conflict with this. Thereafter VISOON is entitled to destroy the material. VISOON is only liable within the scope of clause A.4 for damage or loss of the material occurring during the storage of the material.

A.11.8 The contractual partner warrants that the materials and/or documents submitted by it pursuant to Sections A.11.1 and A.11.3 are free of computer viruses and/or other harmful software. In particular, the contractual partner shall be obliged to use commercially available protective software for this purpose which at least corresponds to the latest state of the art. VISOON reserves the right to claim damages from the contractual partner if the contractual partner has suffered damage due to materials and/or documents transmitted by the contractual partner in violation of this provision.

A.12 Rights of use

A.12.1 The contractual partner guarantees that he is the owner of all rights required for the contractual use of the materials, contents and/or documents transmitted by him and that he has not otherwise transferred these rights, in particular that he is in possession of all necessary copyright, trademark, ancillary copyright and other intellectual property rights, personal rights and/or other rights and may, for the purpose of fulfilling the agreement, transfer them to VISOON and the (media) company whose media offering VISOON markets, in which the respective advertisement is booked, in terms of time, place and content to the extent necessary for the execution of the order/agreement. This applies in particular to the independent use and evaluation of the respective advertising by VISOON in all media of the companies for which the respective advertising is booked. The contractual partner guarantees that the necessary agreements with the collecting societies (e.g. GEMA, GVL) or copyright holders have been made with regard to any rights concerned with reference to GEMA repertoire and/or other collecting societies. The contractual partner shall bear the costs incurred for this. Upon request of VISOON and/or the respective (media) company for which the respective advertising is booked, the contracting partner is obliged to provide written proof of the above-mentioned ownership of rights, in particular, but not limited to, the right to broadcast and the right to cable retransmission, by means of a corresponding confirmation (e.g. from the producer of the advertising program).

A.12.2 The contractual partner shall grant VISOON and the (media) company on whose media offer the respective advertising is booked all copyrights, trademark rights, ancillary copyrights, personal rights and/or other rights required in terms of time, place and content for the contractual use of the transmitted content for all types of use, in particular for publication, reproduction, distribution, duplication, transmission, retrieval from a database, retrieval and/or transmission or transmission of the transmitted content. Making the advertisements/contents which are the subject matter of this

Agreement accessible in any known technical form, in particular, however, linear, analog, digital, online and/or mobile, encrypted and unencrypted in the public domain, irrespective of the technical form of transmission (i.e., including, but not limited to, terrestrial, cable, satellite, ADSL/DSL/IPTV, SMATV, digital, online and/or mobile), irrespective of the type of transmission and/or the terminal devices or technology used for this purpose (e.g., mobile phones, mobile phones, mobile phones, mobile phones, etc.). e.g. in "high definition" or in another form/transmission quality) and regardless of the structure of the legal relationship with the end user (e.g. free or pay TV), the right to make available to the public on demand in any form, irrespective of the type of transmission and/or the terminal equipment or technology used for this purpose, including but not limited to "instant restart" and "7-day catch-up" rights, as well as all forms of video on demand (e.g. FVOD, AVOD, TVOD, SVOD), the right to edit and the right to cable retransmission. This shall apply mutatis mutandis to the case of the "joint advertising" referred to under item A.2.5. with regard to the integration of third parties. This includes in particular the right to edit, copy, distribute, broadcast (in particular free TV, pay TV, pay per view), extract from a database and retrieve, in particular also the right to transfer the aforementioned rights to third parties commissioned to handle the placement or broadcast.

A.12.3 The granting of rights according to section A.12.2 also includes the granting of rights, unlimited in time, space and content, to VISOON and/or the (media) company on whose media offer the respective advertisement is booked, for the use of the transmitted advertising content, materials and/or documents for presentation purposes, in particular for presentation as an example of advertising material, in all media available for the conclusion of the contract, in particular, however, print, online, digital, mobile, broadcasting.

A.13 Confidentiality, Transparency, Disclosure and Transfer Obligation for Agencies

A.13.1 The contracting parties undertake to treat all information and data received from the other contracting party in connection with the execution of this agreement confidentially and not to make such information and data available to third parties. This applies in particular to price lists and contracts. This obligation shall continue to apply even after termination of the contract.

A.13.2 Third parties within the meaning of this section of the GTC are not companies affiliated with VISOON under group law within the meaning of sections 15 et seq. AktG and/or the (media) companies whose media products and services VISOON markets and/or the companies affiliated with them within the meaning of Sections 15 et seq. AktG.

A.13.3 If the contracting partner is an agency, the latter assures to inform the advertisers it supports that in addition to the original media or advertising time brokerage, further service relationships may exist between VISOON and the agency and that VISOON may grant rebates and discounts to the

agency within the scope of these service relationships or in connection with the media or advertising time brokerage. Insofar as it is legally and/or contractually obliged to do so, the agency will disclose all fees, rebates and/or discounts received to the respective advertisers and, if applicable, pass them on to them. In the event of non-compliance, VISOON reserves the right to revoke any conditions granted.

A.14 Assignment

The contracting party is not entitled to assign rights, claims and obligations arising from the contractual relationship to third parties without the written consent of VISOON.

A. 15 Final provisions

A.15.1 The law of the Federal Republic of Germany shall apply exclusively. The provisions of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of private international law shall not apply. The exclusive place of jurisdiction for any disputes arising from this contractual relationship shall be Berlin. VISOON is, however, entitled to also exercise any other legal place of jurisdiction.

A.15.2 Should one or more provisions of these GTC be or become invalid, this shall not affect the validity of all other provisions or agreements in case of doubt. The parties to the contract shall replace the invalid provision by a provision that comes as close as possible to the economic purpose of the invalid provision. The same applies accordingly in the event of contractual loopholes.

A.15.3 Amendments and supplements to the contract, including amendments to this clause, must be made in writing (e-mail is sufficient). The declaration of termination or withdrawal must be in writing in accordance with § 126 (1) and (2) BGB.

A.15.4 In case of deviations between the German and the English version of these GTC (incl. Lit. A. - Lit. D), the German version shall prevail.

B. Special terms and conditions of VISOON Video Impact GmbH & Co. KG for TV services

B.1 Scope of Application

These Special Terms and Conditions for TV, in addition to the General Terms and Conditions in Part A. of these GTC, govern the contractual relations between VISOON and contracting parties for the booking and broadcasting of TV advertising measures (hereinafter referred to as spots or advertising programs) on the TV channels marketed by VISOON.

B.2 Booking of spots, right to shift, no exclusion of competitors, changes in bookings

B.2.1 Advertising mail shall be integrated into the advertising blocks according to the applicable program scheme. The price list valid at the time of conclusion of the contract shall apply. The actual duration of the advertising shall be used as a basis for the price calculation. Spots placed immediately one after the other in which a product and/or service is advertised in an identical or almost identical manner or in which an advertiser advertises several of his products and/or services shall be counted separately as individual advertising spots. The prices for special ads/special forms of advertising shall be agreed separately. The prices do not include any copyright or ancillary copyright fees that may be payable to collecting societies, such as the GEMA, due to the broadcast of the advertisement.

B.2.2 Booked spots will be placed by VISOON within the agreed price group, subject to changes in accordance with A.8. The price groups for the individual channels are determined by the program structures/schemes of the respective channel valid at the time of order confirmation by VISOON.

B.2.3 **There is no entitlement to a placement of the spot in a specific advertising block and/or to a specific position of the spot within an advertising block, unless a separate written agreement has been concluded for this purpose. VISOON is entitled to charge a surcharge for booking a specific advertising block or position within an advertising block. The placement of an advertising spot in a specific program environment is only possible on the basis of an express written agreement. Furthermore, VISOON does not guarantee that no other advertising blocks will be offered and broadcast in addition to the advertising blocks shown in the program schedule. Exclusion of competition cannot be granted within a commercial break.**

B.2.4 VISOON and the contracting partner are entitled to rebook spot placements made on the basis of the contract up to 6 (six) calendar weeks before broadcast. In addition, the Contractual Partner is entitled to rebook agreed advertising placements (change in the booked price group, spot length and time of broadcast), provided that VISOON is notified in writing of the request for rebooking at least 10 (ten) working days before the agreed date of broadcast, the agreed booking volume (fee amount according to the respective price list) is maintained, the broadcast of the rebooked volume is not significantly delayed compared to the originally booked volume and VISOON has sufficient free capacity with regard to the desired new broadcast dates.

B.2.5 **In addition, VISOON reserves the right to change the broadcast date of the spot in individual cases taking into account the interests of the contractual partner (right to postpone). No guarantee is given for the broadcasting of an advertising program in a certain order within an advertising block. It is possible to combine advertising blocks for topical reasons. The exercise of the right to postpone shall not affect the existence of the contract and the contractual obligations of the contracting parties.**

B.2.6 If an advertising program is cancelled for programming or technical reasons, due to force majeure, strike or due to statutory provisions or official orders or similar, the advertising program shall

be either brought forward or made up for as far as possible. VISOON will inform the contracting partner as soon as possible about this and the intended new broadcasting times. However, the contracting partner shall not be entitled to claim for compensation if the advertising mail is lost for reasons beyond VISOON's control. If VISOON does not object in writing without delay, at the latest within two (2) working days, to the advance or subsequent rescheduling of airtime proposed by the contracting partner, this shall be deemed to constitute the consent of the contracting partner to the proposed rescheduling of airtime. In the event that it is not possible to bring forward or rearrange the advertising program or in the event that the contracting partner objects in writing to the postponement of broadcasting times proposed by VISOON, the contracting partner shall be entitled to reimbursement of the remuneration already paid for the broadcasting of the respective advertising program; production costs and other costs shall be excluded from reimbursement. **VISOON points out and the contracting partner hereby expressly agrees that paid advertising bookings have priority over those which are granted free of charge.** Unless otherwise agreed, VISOON will, however, promptly make up for any advertising mail which has been cancelled due to the aforementioned circumstances.

B.2.7 VISOON reserves the right to reject multiple bookings as well as spots referring to each other within one or more advertising blocks. VISOON reserves the right to interrupt the booked program section by other programs and to make them available to other sponsors or special advertising customers. VISOON will inform the contracting partner in advance.

B.2.8 Contest bookings may not be cancelled by the contracting partner. The contracting partner shall provide the prize at its own expense. The handing over of the prize and the entire handling of the prize is carried out by the contractual partner. In this regard the contractual partner shall indemnify VISOON from all claims of third parties upon first request.

B.3 Legality of the spots, rights of use, exemption, no obligation to check

B.3.1 The contracting party shall be solely responsible for the content of the spots, their legal admissibility, for the existence and transfer of the (usage) rights required for the fulfilment of the contract to VISOON and the media companies for whose TV channel the contractual spot is booked, and for ensuring that they do not infringe any third-party rights, and shall ensure this in full. **Otherwise, A.5 and A.12 apply.**

B.3.2 VISOON reserves the right to reject material provided by the contracting partner and/or to prematurely terminate the broadcast if there is an objective reason for doing so.

B.3.3 VISOON, the media companies whose media services are marketed by VISOON and/or the persons and/or companies that VISOON may call upon to implement the contract are not obliged to view and check commercials before accepting an order. This also applies to any references within the spot to domains (URLs) and their contents as well as (contact) data of the contractual partner.

Reference is made to item A.5. The contracting party shall not be entitled to include third parties, especially trading partners, in the spot.

B.4 Broadcast material

B.4.1 The Contractual Partner is obliged to provide VISOON with the material required for the broadcasting of advertising spots (motif plans, broadcast copies and/or other necessary documents) no later than 10 (ten) working days prior to the agreed initial broadcasting date in accordance with the applicable technical specifications of the respective broadcaster or broadcaster operator. These are available at www.visoon.de. If the broadcast material is delivered in a format other than the agreed format, any necessary processing costs shall be borne solely by the contractual partner. The contractual partner shall be solely responsible for the quality of the broadcast copies in technical and content terms. In particular, VISOON does not assume any liability for damages for which it is not responsible and which occur as a result of the transfer of the broadcast copies, in particular to the playout service providers.

B.4.2 The obligation to store the material according to B.4.1 ends with the last broadcast of the spot according to the contract, unless there are legal storage obligations. A.11.7 shall apply in all other respects.

B.4.3 The contractual partner shall be obliged to provide VISOON with the information required for settling accounts with the GEMA or other collecting societies, in particular the producers, publishers, composers, title and length of the advertising music, at the same time as sending the material pursuant to B.4.1 and shall bear the full costs of the corresponding fees in direct contact with the GEMA and/or other relevant collecting societies.

B.4.4 VISOON may invoice the contracting partner for the remuneration owed for the agreed broadcasting time if the advertising program is not broadcast due to circumstances for which the contracting partner is responsible, in particular if VISOON has not been provided with documents or broadcasting copies in good time, or if they are incorrectly labelled.

B.5 Multimedia

Contracts for the broadcasting or publication of advertising via several media (Multimedia) are to be understood as separate and independent contractual relationships with regard to the broadcasting on each individual medium, independent of any simultaneous placing of orders and/or simultaneous order confirmation.

C. Special terms and conditions of VISOON Video Impact GmbH & Co. KG for sponsoring and special advertising forms

C.1 General regulations

C.1.1 Sponsorship or special forms of advertising must be specifically named at the time of booking.

A booked sponsorship or special advertising form may be replaced up to 10 (ten) working days before the first broadcast at the latest and is subject to the proviso that the replacement does not affect other bookings already made by other contractual partners and/or the advertising and broadcasting environment.

C.1.2 A reservation or first negotiation right cannot be granted as a matter of principle. The booking cannot be cancelled.

C.1.3 The contractual partner shall in any case bear the production costs incurred in addition to the media costs. We reserve the right to make printing errors and changes to the program planning.

C.1.4 All contracts for sponsoring and/or special forms of advertising are subject to the concrete approval of the respective (media) company. Furthermore, VISOON expressly reserves the right to conduct a legal and editorial review of the respective broadcasting material without any obligation to do so. **The obligation of the contracting partner to comply with all legal provisions, advertising guidelines and/or other relevant regulations (see sections A.2.3, A.5 and/or B.3 of the General Terms and Conditions of VISOON) shall remain unaffected by this.**

C.2 Sponsorship

C.2.1 The booking of a sponsorship is based on the following criteria:

(1) The contractual partner bindingly informs which Sponsor is to be used with which legally compliant sponsoring element. Subsequent changes at the same conditions are only possible if this is compatible with the broadcasting and/or advertising environment and the product change is announced at least (10) ten working days before the first broadcast. For the rest, see Section B.6.1.

(2) The delivery of broadcast-ready material for sponsoring has to take place at least four (4) weeks prior to broadcasting if production is carried out by VISOON. If the respective sponsoring element is produced by the contractual partner itself or by a third party, the delivery must take place up to 10 (ten) working days before broadcasting.

C.2.2 VISOON reserves the right to subsequently exclude individual programs from the booked sponsoring in special cases after prior notification. This applies in particular to changes in the thematic design of the sponsoring environment and/or event programming.

C.2.3 Offers by VISOON are valid (10) ten working days after the offer date, unless a different acceptance period is specified, and must be accepted in writing (email sufficient). The sponsoring agreement shall only be concluded upon written confirmation by VISOON within this period (email

sufficient). If sponsoring opportunities are offered to various potential contractual partners, VISOON is not obliged to point this out in individual cases. In this case the principle of the first booking confirmation applies, i.e. the potential contractual partner who is the first to confirm the booking will be awarded the contract. In this case the other offers will lose their validity. VISOON will inform the respective contact persons of this in its reply to any promises received later.

C.2.4 VISOON reserves the right to offer additional special advertising formats in delayed formats to other contracting parties.

C.2.5 The booking of a sponsorship does not result in exclusivity for the contracting partner unless this is contractually agreed. Sponsoring customers who book an offer via several offer modules or over the entire period of a broadcast format have priority over sponsoring customers who only want partial occupancy. If a sponsored format also offers the possibility of sponsoring a classified advertisement, VISOON reserves the right to offer this to another sponsoring customer if the other sponsoring customer does not wish to sponsor a direct competitive product to the first customer. VISOON is not obliged to point this out in individual cases.

C.2.6 VISOON points out that the respective broadcaster or station operator is entitled to interrupt a booked program section of two or more consecutive programs by other programs. These may also be booked by other sponsoring customers.

C.3 Special advertising formats

C.3.1 A selection of certain special forms of advertising marketed by VISOON is available at www.visoon.de. Bookings are always subject to program changes.

C.3.2 VISOON is free to market special forms of advertising even if sponsoring bookings have been made.

C.3.3 Exclusive Position and Special Creation are special forms of advertising which are individually tailored to customer requirements and either offer a special placement with a unique selling point (Exclusive Position) and/or represent a format developed and produced for the customer (Special Creation). Reference is made to Section A.11.2.

C.3.4 In the event of a complaint about a special form of advertising, the contracting parties shall make every effort to find an alternative by mutual agreement. If this does not succeed, VISOON is entitled, but not obliged, to decide on the design. Prices may be adjusted in the event of significant changes in the advertising environment.

D. Special conditions of Visoon Video Impact GmbH & Co. KG for digital services

D.1 Scope and terms

D.1.1 These Special Terms and Conditions for Digital Services govern the contractual relationship between VISOON and contractual partners for the booking and placement of advertising in digital media marketed by VISOON in addition to the General Terms and Conditions in Part A of these GTC.

D.1.2 Terms

- "Advertising Order" is the contract for the placement of one or more advertising media in digital media. This includes orders that are placed in the context of countertrades. Insofar as uniform combined orders are placed for online and broadcast advertising, the media- or genre-specific conditions of the GTC of VISOON shall apply in each case.

- "Digital media" are all telemedia, telecommunication services and/or comparable offers marketed by VISOON. See also the information on www.visoon.de.

- "Advertising media" are all forms of advertising offered by VISOON at www.visoon.de, which may consist of one or more of the elements mentioned there.

D.2 Contract, placement of advertising media

D.2.1 VISOON reserves the right to refuse the insertion of advertising material - including individual requests within the scope of a contract - and/or to block advertising material (final or temporary) and/or to pause the campaign, in particular if its

- Content violates laws (including the Interstate Broadcasting Treaty, the Interstate Treaty on the Protection of Minors in the Media) and/or official regulations (including the applicable joint advertising guidelines of the State Media Authorities) and/or internal (advertising) guidelines of VISOON,

- content violates the rights of third parties and/or morality,

- content was objected to by the German Advertising Council in a complaint procedure,

- publication is or becomes unreasonable for VISOON due to its origin, content or technical form,

- publication would otherwise violate the legitimate interests of VISOON.

VISOON shall notify the contracting partner of the rejection or blocking without delay. In this case, the contracting partner is entitled to supply a modified or completely different template in compliance with the provisions of these GTC. If this template is delivered late or not at all in order to comply with the placement date, VISOON retains the right to compensation.

D.2.2 VISOON may withdraw advertising material already published if the contracting partner subsequently makes changes to the content of the advertising material itself or by third parties and/or if the data referred to by a link are subsequently changed and thus the requirements according to clause D.2.1 are met.

D.2.3 Advertising material shall be placed in the advertising spaces determined by mutual agreement or at VISOON's reasonable discretion. Subject to an individual agreement, the contracting partner shall not be entitled to the placement of advertising material at a specific position or to the

observance of a specific access time on the respective medium. VISOON does not grant exclusivity or any other form of exclusion from advertising by competitors. In particular, the exclusion of competitors within a website or a specific advertising environment cannot be granted, i.e. it cannot be excluded that competitors of the contracting partner place advertising within the same website or advertising environment during the same period of time.

D.2.4 VISOON shall - except for special contractual agreements - place and/or publish the advertising media at the booked insertion periods and/or until the agreed number of AdImpressions and/or AdClicks is reached. An AdImpression is any response by the AdServer in response to a request of the user's browser, adjusted for impressions generated by automated processes such as search engine scans. Decisive for the measurement of the AdImpressions and/or AdClicks are the data, which are determined via the AdServer used by the contractor. In the event of a difference between the counting results determined by the contractor and those determined by the client, the following applies: A counting difference of up to 10 % shall be deemed customary in the market and shall not be taken into account. In the event of a counting difference of more than 10%, Contractor and Principal shall exchange their reports with regard to all affected formats and placements on a daily basis, compare the results and solve the resulting problem by mutual agreement.

D.3 Term of advertising contracts, termination

The respective advertising contract ends with the expiration of the respective placement period, without the need for a termination. In the event of a withdrawal from the contract according to clause A.6, the following shall apply: 4 (four) weeks to 1 (one) week before the start of the placement, the cancellation fee shall be 50 percent of the booking volume, in the week before the start 100 percent.

D.4 Provision of data material for advertising media, transfer of rights

D.4.1 The contractual partner shall be obliged to provide the data material for the advertising media in a way that enables the placement of the advertisement. In particular, all other advertising material must be delivered by email with the necessary lead time (at least 3 (three) working days prior to the insertion of advertising formats from the Universal Ad Package (UAP) or 5 (five) working days prior to the insertion of all other advertising material and must comply with the technical specifications of VISOON according to the specifications at www.visoon.de. The advertising material must be delivered free of viruses and/or other sources of damage. Any shipping costs shall be borne by the contracting partner. VISOON is not obliged to publish advertisements which do not comply with the technical specifications and/or have been delivered late. Furthermore, VISOON is not obliged to publish advertisements which do not meet the technical specifications and/or have been delivered late.

D.4.2 It is the responsibility of the contracting partner to ensure and verify that the target pages and data to which the advertising material refers are fully functional and correct, comply with applicable German and/or EU law and/or do not infringe any rights of third parties.

D.4.3 If VISOON has allowed the contracting partner to integrate a so-called external AdServer for the delivery of the advertising material, the contracting partner is obliged to transmit the redirect tags (link URL, advertising material call) in the agreed form within the time agreed in the advertising order, but at the latest 3 (three) working days before the insertion of advertising formats from the UAP or 5 (five) working days before the insertion of all other advertising material. In case of using an external Ad-Server, the contractual partner guarantees its full and proper functionality as well as the functionality of the redirect tags, so that a proper execution of the advertising order is guaranteed.

D.4.4 The granting of rights pursuant to clause A.12 shall apply within the scope of these Special Terms and Conditions for Digital Services, supplemented by the following provisions: It expressly applies to use via fixed and mobile communication networks and means, including all digital and analog transmission and retrieval technologies, in particular via cable, radio, fixed and mobile satellite networks and microwaves, all known and future transmission methods (in particular WAN, LAN, WLAN, broadband, VHF, GSM, GPRS, EDGE, UMTS, HSDPA, HSUPA and DVB-T and DVB-H), -protocols and -languages (such as TCP/IP, IP, HTTP, WAP, HTML, cHTML and XML) and including playback on any receiving device, such as in particular stationary, mobile and ultra-mobile computers, TV sets, set-top boxes, (hard disk) video recorders, cell phones, tablets, mobile digital assistants (MDA), Personal Digital Assistants (PDA) and Mobile Internet Devices (MID), and includes use in the context of telecommunications, telemedia and broadcasting services (such as web and mobile portals, applications, widgets, RSS, SMS, MMS, e-mail, messenger and news services and independently thereof, whether these are designed as push or pull services) and in the context of any form of advertising and/or public relations work (also using the content as an integral part of online advertising, for example in the context of banners, videos, screenshots, audio samples, teasers, newsletters, titles and names for the business activities, services or products of the marketer, the online media marketed by the marketer and/or third parties).

D.4.5 Advertisements provided by the contracting partner must be obviously recognizable as such, otherwise they may be identified as such by VISOON or the media companies marketed by VISOON whose media services VISOON markets, in particular by the word "advertisement" or "advertisement" or by the letter "-w-" in the case of mobile services or a similar clear reference, and/or may be spatially separated from the editorial content. In the case of advertising placed on websites directed at children, the word "advertisement" is mandatory. In all other respects, the technical specifications of VISOON must be observed in accordance with the explanations on www.visoon.de.

D.4.6 VISOON shall not be liable for order processing if the data material for the advertising media is not delivered in time or is inadequately marked or is subsequently changed. If the contracting partner does not deliver the data material for the advertising material in time, incomplete or of insufficient quality, the contractor is entitled to charge the booked insertion time, unless the customer proves that no damage has been caused to the contractor by other use of the insertion time. The client bears the risk of sending the advertising material.

D.5 Duty of information of VISOON

Unless otherwise agreed, VISOON shall be obliged to provide the following information to the contracting partner within ten (10) working days after execution of the order, insofar as this is technically possible and in accordance with the type of advertising material used

- Number of accesses / recipients of the advertising material, stating the reference period;
- downtime of the Ad Server, if it exceeds one hour in a row.

D.6 Warranty of VISOON

6.1 Reference is made to the validity of the provisions under Section A.3 of these GTC. In all other respects the following provisions shall apply.

6.2 The warranty shall not apply to minor errors in the reproduction of advertising material. Furthermore, the warranty shall not apply to errors caused by

- technical failures, in particular a line and/or computer failure due to system failure or
- by using an unsuitable display software and/or hardware (e.g. Browser) or
- by a disruption of the communications networks of other operators, or
- by incomplete and/or not updated offers on so-called proxies (intermediate storage) or
- are caused by a failure of the ad server which does not last longer than 24 hours (continuously or added up) within 30 days after the start of the contractually agreed placement and for which the contractor is not responsible. In the event of a failure of the AdServer for a considerable period of time (more than 10 percent of the booked time) within the scope of a time-bound fixed booking, the Contractual Partner's obligation to pay for the period of the failure shall not apply. Further claims of the contractual partner are excluded.

6.3 If any defects in the data material for the advertising media are not obvious, the contractual partner shall have no claims in the event of insufficient publication, provided that the insufficient publication is based on this. The same applies to errors in repeated advertising placements if the contractual partner does not point out the error in good time before publication of the next advertising placement. The contractual partner must check the ordered advertising material immediately after its first insertion and notify the contractor in writing of any defect that becomes apparent immediately, but no later

than two weeks after insertion. If the Contractual Partner does not notify VISOON of any defects within this period, the execution of the order shall be deemed to be approved.

D.7 Data protection, contractual penalty

D.7.1 Unless and to the extent not expressly agreed otherwise, the following shall apply: The contractual partner assures not to use targeting and/or capping. The targeting settings are controlled exclusively via the AdServer of the Contractor. The contractual partner may only integrate cookies without targeting, capping and user information. Furthermore, the contractual partner is prohibited from setting cookies that are not exclusively part of the technically necessary delivery mechanism of the AdServer used to ensure the delivery of advertising material via the AdServer.

D.7.2 If and to the extent that VISOON expressly consents to the use of tracking technologies by the contracting partner in individual cases (at least by e-mail) and/or the contracting partner obtains or collects personal data from the placement of advertising material within the digital media of the contractor, the contracting partner assures that the data will be collected, processed or used exclusively in accordance with the applicable data protection regulations, in particular the Telemedia Act (TMG), the Interstate Broadcasting Treaty (RStV) and the Federal Data Protection Act (BDSG) as well as the General Data Protection Regulation (GDPR / DSGVO). Unless and to the extent not expressly agreed otherwise, the contractual partner may under no circumstances use the data beyond the order period or pass it on to third parties.

D.7.3 If the contracting partner uses the systems of a third party for the placement of advertising material in the digital media marketed by VISOON, the contracting partner shall ensure that the system operator also complies with the aforementioned obligations.

D.7.4 For each individual case of a culpable breach of the obligations under D.7.1 to D.7.3, the Contractual Partner is obliged to pay VISOON a contractual penalty in the amount of the respective contract value. The plea of continuation of the contract is excluded. Any further claims for damages by the Contractor remain unaffected. **Reference is made to clause A.5.4.**

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