

General Terms and Conditions of Business of Visoon Video Impact GmbH & Co. KG for booking advertising on broadcasting channels MTV, COMEDY CENTRAL, VIVA, NICKELODEON, NICKNIGHT, N24

The following conditions shall apply to the range of services offered by Visoon Video Impact GmbH & Co. KG (hereinafter referred to as: VISOON), depending on the agreed services:

A. General Terms and Conditions

B. Special Terms for TV-Services

A. General Terms and Conditions

A.1. Contractual Partners and Subject Matter of the Contract

Advertising contracts shall be concluded exclusively between VISOON and the contractual partner. At the time of conclusion of the contract, VISOON acts on behalf of and for the account of the respective channel or channel operator. A contractual partner may be an agency or the advertiser. For any specific provisions that are directly applicable to the agency or the respective advertiser, these terms shall be used in place of “contractual partner“.

A.2. Scope of the General Terms and Conditions

A.2.1. The General Terms and Conditions (hereinafter referred to as “GTC“) of VISOON shall govern the contractual relationship between Visoon and its contractual partners.

The contractual relationships shall be exclusively subject to the GTC of VISOON, except where otherwise agreed in writing. Deviations from the regulations in these GTC and any verbal agreements shall apply only if they have been approved in writing by VISOON. Any amendment of the written form requirement shall only be effective if it has been confirmed in writing. The contractual partner’s general terms and conditions of business are hereby expressly waived and excluded. This shall apply also if the contractual partner’s conditions have not been expressly objected to and / or VISOON delivers its services without objection.

A.2.2. Amendments to these GTC shall be communicated to the contractual partner by email or by fax. They shall be deemed to be approved if the contractual partner has not objected to such amendments in writing to VISOON within one month after the notification has been received.

A.2.3. If provisions of the general terms and the special terms of this GTC should contradict each other, in cases of doubt, the provisions of the special terms of this GTC shall apply.

A.3. Conclusion of Contract, Rejection

A.3.1. All offers made by VISOON are subject to change, i.e. non-binding, and are subject to the availability of the services offered. The contract becomes effective only upon written confirmation (email shall suffice) by VISOON of the offer that has been accepted by the contractual partner or upon the rendering of the service by VISOON. The contract will apply with the contents as approved by VISOON, provided that the contractual partner does not object to the contents of the contract within three working days following the day of receipt.

A.3.2. VISOON shall reserve the right to accept or to reject an order. In case of an acceptance of an order, VISOON shall also reserve the right to retrospectively reject commercials, e.g. by reason of their origin, their content or form, in particular for programming or for legal reasons (e.g. an infringement of the provisions set out in the Interstate Broadcasting Treaty, the Interstate Treaty on the Protection of Minors, the Federal Media Laws, the provisions enforced by the State Media Authorities or breaches of the internal (advertising-) provisions of the respective channel). **For the avoidance of doubt: The contractual partner bears, in accordance with clause A.6, full responsibility for the legal permissibility of the commercials.** Upon request of the contractual partner, VISOON shall be obliged to inform the contractual partner in writing (email shall suffice) about the reason for rejection. Furthermore, the contractual partner shall have the right to claim reimbursement of any payments already made for the broadcasting of the rejected commercial (other than any production- and other costs that have already been paid), provided that the rejection is not based on reasons for which the contractual partner is responsible (e.g. violations against the aforementioned principles, in particular legal provisions).

A.3.3. Orders from agencies must clearly specify the name (name, full address and, in the individual case, information requested by VISOON) of the contractual partner (advertiser). VISOON shall be entitled to demand written proof of a mandate from the advertising agency. The order year corresponds to the calendar year. If the advertising agency does not clearly specify the name of the contractual partner (advertiser) and/or upon request does not provide a proof of mandate, it shall be considered contractual partner of VISOON. Invoices will be issued to the agency. In the event that the agency is the contractual partner, it shall, upon conclusion of the contract, assign to VISOON the payment claims against its client arising from the underlying advertising contract. VISOON hereby accepts this assignment (assignment by way of security). It shall be entitled to disclose this to the agency's client if any claims have not been paid within one month of the date on which the payment is due. Advertising agencies shall not be entitled to have any advertising space that has been booked on behalf of one client transferred to another client, or to another agency.

A.3.4. When bookings are made by agencies, VISOON shall reserve the right to also forward booking confirmations to the advertiser.

A.3.5. The combination of several contractual partners in one commercial (so called tie-in advertising) requires the prior, explicit written consent of VISOON. The names of the contractual partners must be clearly specified. VISOON shall be entitled to charge a tie-in advertising surcharge in the amount of 20% (twenty per cent) in the case of two contractual partners, or 30 % (thirty per cent) in the case of three or more contractual partners.

A.3.6 For bookings of so called continuous advertising within the meaning of the Interstate Broadcasting and Telecommunications Treaty (RStV), the contractual partner agrees that, when applicable, on grounds of requirements under media law a permanent marking identifying it as "Infomercial" or "Commercial" must be displayed by VISOON or the channel throughout the entire air time of the commercial, and that it shall be announced as continuous advertising as required.

A.3.7. To the extent that reference is made in these GTC to programme structures/-schedules, price groups and price lists, these shall form part of these GTC. The contractual partner shall confirm that these documents have been provided prior to conclusion of the contract.

A.4. Warranty

A.4.1. The contractual partner shall declare to VISOON in writing, no later than 12 (twelve) working days after the rendering of the contractual services, that broadcasting has essentially been completed in accordance with the contract ["acceptance"], or notify VISOON that the service is not acceptable or that performance has not been rendered. Should no declaration have been made to the advertising marketer within this time period, performance shall be deemed to have been accepted.

A.4.2. If due to force majeure contractual obligations cannot be performed, cannot be performed on schedule or be performed in due form, the commercial shall, where possible, be broadcast at an earlier or later time. VISOON shall inform the contractual partner about this and the intended new broadcasting time as soon as possible. The contractual partner shall, however, have no right to the granting of compensation. If the contractual partner does not object immediately, and in any event no later than (2) working days, in writing against the earlier or later broadcasting time as proposed by VISOON, this shall constitute the contractual partner's agreement with the proposed rescheduling of the broadcasting time. In the event that an earlier or later broadcasting of the commercial is not possible, or in the event that the contractual partner objects in writing to the rescheduling of the time of broadcasting as proposed by VISOON, the contractual partner shall be entitled to reimbursement of any payments already made for the broadcasting of the respective commercials; production- and other costs shall be excluded from reimbursement.

A.4.3. In the event that a contractual obligation should not be fulfilled properly or on time for programme-related reasons/reasons relating to the channel and /or reasons at the respon-

sibility of VISOON, VISOON shall ensure proper execution of the contract, in accordance with availability and at its own discretion, by means of supplementary performance. VISOON shall choose supplementary performance pursuant to its reasonably exercised discretion. If and when the subsequent performance fails, the contractual partner shall be entitled to demand a reduction in price corresponding to the extent of the service performance shortfall.

A.4.4. Any of the entitlements described under A.4.2. and A.4.3. shall be subject to a limitation period of 12 months after the contractual partner gains knowledge that the service has not been performed according to contract or has not been rendered.

A.5. Liability on the part of VISOON

A.5.1. In the context of this contract, VISOON shall be fundamentally liable for any damages incurred by the contractual partner

- that VISOON or its legal representatives or managing vicarious agents caused intentionally or grossly negligent,
- that result from VISOON's intentional violation of an obligation whose compliance is of particular importance for achieving the objective of the contract (cardinal obligations),
- if these claims for damages arise under the product liability law,
- if in contracts for sale or contracts for work and services VISOON has provided a guarantee for the characteristics of the item warranted or it has been fraudulently misrepresented,
- resulting from injury to life, body or health, caused by a breach of obligations by VISOON or one of its legal representatives or a vicarious agents.

A.5.2. VISOON shall be liable for the full amount of damages resulting from intention or gross negligence and for injury to life, body or health. For all other cases, claims for damages shall be limited to the foreseeable loss or damage which is typical for the contract, and in the event of delay to the amount of 20% of the agreed payment for the respective commercial. This limitation shall not apply if VISOON has fraudulently concealed the defect. Liability under the Product Liability Act shall remain unaffected.

A.5.3. Insofar as pursuant to A.5.2. VISOON is liable only in the amount of the typically foreseeable damage, there shall be no liability for indirect damage, consequential damage or loss of profit.

A.5.4. In cases other than those described under A.5.1. and A.5.2., the liability of VISOON – irrespective of the legal grounds – shall be excluded.

A.5.5. To the extent to which the liability of VISOON is excluded, this shall apply equally to the personal liability of any employees, workforce, staff members, representatives and vicarious agents of VISOON.

A.6. Legal Responsibility / Exemptions

Legal responsibility, in particular responsibility with reference to the admissibility of the content of all submitted commercials, cooperation contents and/or provided material in terms of media-, press- as well as youth (media) protection laws and competition laws shall be borne solely by the contractual partner. The contractual partner shall ensure that the content does not violate any statutory provisions and any applicable provisions enforced by the State Media Authorities, as well as the internal (advertising-) provisions of the respective channel. Unless otherwise agreed, the contractual partner shall also ensure that in relation to the contents a permission for daytime airing under youth protection law is available. The contractual partner shall ensure that the respective content does not infringe third party rights. The contractual partner guarantees that within the framework of the cooperation it shall not publish any unlawful or immoral contents or make reference to such content. **The contractual partner undertakes that, at first request, it shall indemnify and hold VISOON and/or other parties liable harmless against all possible disadvantages that they may incur from or in connection with the fulfilment of the contract. This shall apply in particular in the case of a claim being made by a third party, irrespective of their legal grounds, and any resulting costs required for legal defence.** In the event of a complaint concerning a special form of advertising, the parties shall act to the best of their ability to find an acceptable alternative. If an alternative cannot be found, VISOON shall be entitled to decide on the form. In case of any related substantial changes of the advertising environment, an adjustment in prices may occur.

A.7. Termination / Withdrawal / Right to Postpone

A.7.1. Both parties shall have the right to terminate or withdraw from contracts up to six calendar weeks prior to the date of broadcast. The written form is a precondition of validity when exercising the right to terminate the contract.

A.7.2. VISOON may withdraw from the contract at any time, if on grounds of force majeure the performance of the services owed by VISOON is not possible, or if non-foreseeable events occur that e.g. make changes to the programme schedule necessary. This shall include in particular also measures or directives issued by authorities or other government agencies. In such cases, claims on the part of the contractual partner shall be excluded. A right to termination shall not exist in cases where VISOON has culpably caused the hindrance to performance.

A.7.3. The contractual partner shall not have the right to terminate any contract that governs the broadcasting of a commercial lasting more than 89 seconds, or that concerns format sponsoring [incl. trailer sponsoring] as well as title sponsoring.

A.7.4. In the event that VISOON should, as an exception, agree to the contractual partner's request for termination after the expiration of the six calendar weeks prior to broadcasting [campaign launch], this shall be done against payment of an appropriate remuneration or indemnity for cancellation, provided that VISOON has not culpably caused the reason for the request for termination. Any entitlement of the contractual partner to cancellation, even after payment of indemnity for cancellation, shall be excluded.

A.7.5. In individual cases, VISOON shall reserve the right to change the broadcast dates for the advertising spot, while taking into account the interests of the contractual partner (right to postpone). **No guarantee shall be assumed for any specific positioning of the commercial within an advertising block. Furthermore, no guarantee shall be given that no advertising blocks other than the advertising blocks detailed in the programme schedule will be offered.** A grouping together of advertising blocks on accounts of current events may be possible.

A.8. Extraordinary Termination

A.8.1. Both parties to this contract shall be entitled to terminate the contract with immediate effect if there is an important reason. An important reason that entitles VISOON to termination without notice shall particularly exist if:

- the contractual partner fails to meet essential contractual obligations (e.g. payment obligations) and such failure to perform has not been remedied within a reasonable deadline specified by the other party;
- the contractual partner becomes insolvent, in particular in the case that court insolvency proceedings have been applied for and opened concerning its assets, or if such insolvency proceedings have been rejected due to a lack of insolvency assets;
- the contractual partner decides to liquidate its company or if the business is actually being discontinued;
- as a consequence of a service that is subject matter of the contract a warning has been issued and/or an interim injunction has been obtained against one and/or both parties and/or a company affiliated with VISOON or a company that within the scope of the advertising campaign works in direct cooperation with VISOON;

A.8.2. Any services rendered by VISOON up to the date of receipt of a termination must be remunerated by the contractual partner according to the extent of services rendered. Furthermore, any remuneration that has been paid up to this date does not need to be refunded. The party receiving notice that is responsible for the other party's extraordinary termination shall be liable for all damages that are incurred by the party giving notice as a result of the termination of the contractual relationship. The same shall apply to a late cancellation in the meaning of A.7.1.

A.9. Prices

A.9.1. Prices for TV bookings effective upon conclusion of the contract are based on the price lists in their version that was applicable at the time the order was accepted. VISOON therefore reserves the right that in the event of changes to this data, prices may be adjusted, including also with respect to orders already agreed and confirmed. The adjustment of prices relating to orders already agreed and confirmed shall become effective after the corresponding notice. For acknowledged broadcasting orders, amendments to the tariffs shall however only be applicable if VISOON has announced these at least one month prior to the broadcasting of the respective commercial. In the event of an increase in tariffs the contractual partner shall be entitled to terminate the contract. The entitlement to terminate must be exercised within eight working days after the notification of the tariff increase has been received. This shall not include production- or any other costs; these will be separately invoiced to the contractual partner when they have been incurred. The advertising prices also do not include fees that may, where applicable, arise under the law on copyrights and/or performance protection rights and may be payable by the contractual partner to collection agencies such as the German Society for Musical Performing and Mechanical Reproduction Rights (*GEMA*) on account of the commercial broadcast transmitted.

A.9.2. VISOON's right to introduce special prices at short notice as a consequence of any current modification to the offer shall remain unaffected by the aforementioned conditions. In the event that the date of commencement of the service period as agreed with the contractual partner should be before the introduction of any such special fee, the contractual partner shall be notified immediately. The contractual partner must immediately confirm to VISOON whether it wishes that the agreed service should be performed without a change in the date, and whether it intends to pay the special price for this. Otherwise, the performance of the services to be provided by VISOON shall be broadcast at the next possible time slot, within the same sector / environment as originally booked for the service.

A.10. Discounts

A.10.1. Discounts listed in the relevant price list (according to the valid latest version) shall be granted with respect to the gross media volume (GMV 1) for advertising forms supplied within one calendar year and contractual relationship. For teletext bookings, the discount shall be calculated on the basis of the gross media volume booked at the time of calculation. For all other forms of media, the calculation shall be based on the invoiced gross media volume. Discounts will be considered accordingly at the time the invoice is issued. A refund for any too high discounts granted may be requested.

A.10.2. Group discounts shall in all cases require the explicit written confirmation by VISOON

at the time of the conclusion of the contract. They shall be determined on the basis of the group status as of 01. January of the accounting calendar year, which is to be duly documented by 30. June at the latest. The termination of group affiliation must be communicated without undue delay; the entitlement to a group discount will end upon expiry of the month following termination of group affiliation. A withdrawal from the group must be communicated without undue delay. A refund for any too high discounts granted may be requested.

A.10.3. In terms of this provision, a group of companies shall mean that the parent company holds an equity interest in the subsidiary company/companies of more than 50%. The provisions laid down in §§ 15ff Stock Corporation Act (*AktG*) shall not apply. Discounts shall apply only to commercials promoting a product or a service offered by the contractual partner. In all cases, preference shall be given to any higher discounts that have been agreed under individual contracts over tariff discounts.

A.10.4. To the extent to which the contractual partner is obliged to, provided that the contractual partner is an agency, it shall disclose and, where applicable, pass on all discounts and prompt payment discounts received to the advertisers that are its customers. Furthermore, the contractual partner shall not disclose any of the services received from VISOON to third parties. This shall continue to apply when the contractual relationship with VISOON has ended.

A.10.5. For all orders that have been placed via and completed by an agency, VISOON shall grant an agency discount in the amount of 15% of the net invoice value, i.e. based on the invoice sum excluding VAT, after deduction of all other discounts, but before prompt payment discounts. The agency shall, as a precondition, provide written proof of the mandate, and invoices shall be issued to the agency only. The discount shall not apply to any special ads/special forms of advertising. VISOON shall retain the right to refuse granting agency discounts to any mini- or bogus agencies.

A.11. Terms of Payment

A.11.1. Invoices shall be issued monthly in advance, on the basis of the volume ordered up to that point in time. Payments shall be due without any deduction immediately upon receipt of the invoice. The invoiced amount must be received, without any deduction, no later than three (3) working days or in the case of new customers (advertisers and agencies that within the last two (2) years prior to the conclusion of the contract have not placed any bookings with VISOON and/or the TV channels covered by the GTC) no later than seven (7) working days prior to the first broadcast in every month. Otherwise, broadcasting may be refused up until payment is received. Payments shall only be accepted in the facilitated bank account stated on the invoice of VISOON. Complaints may be lodged with VISOON in writing up to two (2) weeks after receipt of the invoice; thereafter, the invoices shall be deemed approved.

A.11.2. Bank charges shall be borne by the contractual partner. Cheques shall in all cases only be accepted by VISOON subject to clearing. Payments of the contractual partner shall only be deemed to have been made if and when VISOON has the funds at its disposal.

A.11.3. A default in payment shall be deemed to have occurred 21 days after the due date and receipt of the invoice. In the event of a default in payment, VISOON shall be entitled to refrain from providing further services. A right to refuse to provide services shall also exist in all cases where the financial position of the contractual partner and/or its customers significantly deteriorates. The right to claims for payment, including for services that have not yet been rendered, shall remain irrespective thereof. VISOON shall be entitled to charge interest on arrears at 10 (ten) percent above the base interest rate. The right to assert claims for any further losses or damages shall remain explicitly reserved. The contractual partner's right to furnish evidence of a lesser degree of loss due to default shall remain unaffected by this.

A.11.4. Any rights to offset shall be available to the contractual partner only in cases where its counter claims have been legally established, are uncontested by or have been recognised by VISOON. Furthermore, the contractual partner shall be entitled to assert a right to refuse payment only in so far as its counter claim is based on the same contractual relationship and has been legally established, is uncontested or has been recognised by VISOON.

A.12. Production and Material

A.12.1. The contractual partner shall timely and completely provide VISOON with all material (see special terms) required for performance of the order, broadcast-ready at least 10 working days prior to the agreed first broadcast. In the event of a delay in the provision of or false or deficient marking of the broadcasting material and/or broadcasting documents, or if these should be subsequently changed, VISOON shall not assume liability for correct order execution. If the contractual partner should deliver broadcasting material and/or broadcasting documents late, incomplete or if they are of insufficient quality, VISOON shall be entitled to charge the booked advertising time, provided that the contractual partner does not prove that by using the advertising time for other purposes, VISOON has not incurred any damages. The contractual partner shall bear the risks of forwarding the broadcasting material and broadcasting documents.

If the parties have agreed that production of the relevant service (e.g. communication activities/spot) is to be carried out by VISOON or by a company affiliated to VISOON under company law or by a third party appointed by VISOON, VISOON or, where applicable, the company affiliated to VISOON under company law shall remain the holder of all intellectual

rights related to the service. A use of such service by the contractual partner outside of the respective cooperation requires the prior consent by VISOON (license).

A.12.2. If production is carried out by VISOON or by a third party appointed by VISOON, the contractual partner shall provide suitable footage and graphic- and text material as well as, where necessary, audio material and music for the production and/or placement or broadcast free of charge and in good time, in any event no later than 4 calendar weeks prior to start of production. In the event of a delay in submission of or subsequent changes, no liability shall be assumed for an orderly placement or broadcast. The contractual partner shall bear the risks of forwarding the material. In cases where VISOON or a company affiliated to VISOON under company law or a third party appointed by VISOON carry out the production of a service, the corresponding agreed fee shall be invoiced separately or itemised separately in the invoice. The relevant fee shall be due for payment in full, without deduction, immediately following invoicing. Clause A.10 shall not apply. Within the scope of production implementation, the work produced shall be submitted to the contractual partner for purpose of acceptance. If the contractual partner should request changes to the work produced, a (1) correction step shall be covered by the remuneration. Any further changes shall be made subject to a separate cost calculation to be charged to the contractual partner, unless the work produced should be defective.

A.12.3. VISOON shall reserve the right to reject material, services, cooperation contents and similar matters provided by the contractual partner and / or to prematurely discontinue broadcasting, if and when there exists a materially justified reason for this. Rejection or premature discontinuation shall occur in all cases where the service provided is in breach of applicable law and, in particular, if it violates any applicable advertising directives enforced by the State Media Authorities, or standards of common decency. Furthermore, VISOON shall also be entitled to reject services and cooperation content on the basis of its origin, content, form, technical quality or for other reasons regarding the content (e.g. excessive repetition, incompatibility with the brand image of a TV channel). The contractual partner shall be informed by VISOON about the rejection as well as the reasons for rejection without delay. In the event of rejection, the contractual partner shall be obliged to immediately provide new services or content to which such reasons for rejection shall not apply. Irrespective of any delay in providing or failure to provide new services or content, VISOON shall still reserve the right to payment, as if the service had been provided as agreed. If despite the initial declaration of rejection the service should be provided by VISOON, the original payment obligation owed by the contractual partner shall remain unchanged.

A.12.4. In cases where, due to reasons for which the contractual partner is responsible, the communication measures should not be published or where the placement or broad-

cast should be prematurely discontinued, particularly as a result of VISOON receiving documents or material late, defective or with incorrect marking, VISOON shall still be entitled to charge the contractual partner the due remuneration for the agreed service.

A.12.5. The obligation to store material (in particular layout proposals, -details etc.) shall end upon expiry of the relevant performance period. VISOON shall return the material to the contractual partner, at the latter's risks and costs, if the contractual partner submits a written request for the material to VISOON within 3 days after the performance period has expired. If no such request is being made, VISOON / the advertising marketer shall be entitled to destroy the material. VISOON shall be entitled to retain the material until full payment has been received. In the event of damage to or loss of material during storage, VISOON shall assume liability only within the scope of clause A.5.

A.13. Usage Rights / Exemptions

A.13.1. The contractual partner shall guarantee that it holds all rights to the services or contents (such as audio- and text material, music) provided by it for use as stipulated in the contract, and in particular that it holds the required copyrights, trade mark rights, ancillary copyrights, personal rights and all other rights, and that for the purpose of completing the order it may be entitled to assign these rights to VISOON and the broadcasting company for which the respective advertising campaign has been booked, temporally, geographically and contextually, and to the extent necessary for performance of the contract, in order to carry out an end device-independent evaluation of the commercial by VISOON across all media of the companies, for which the respective advertising has been booked. The rights granted to the TV channel as a package by GEMA shall be excluded from this guarantee. Upon request by VISOON and/or the broadcasting company for which the respective advertising has been booked, the contractual partner shall be obliged to provide written confirmation of the aforementioned acquisition of rights, and in particular, however without being limited to, of the usage rights for broadcast and cable retransmission by means of a corresponding proof (e.g. issued by the producer of the commercial)

A.13.2. The contractual partner shall extend to VISOON and the broadcasting company for which the respective advertising has been booked all required copyrights, as well as ancillary rights and other rights necessary for the contractual use of the transferred content, temporally, geographically and contextually; aforementioned other rights shall include rights to all types of utilisation, particularly the rights to publicise, disclose, disseminate and broadcast and rights to make the commercial accessible to the public in all forms linear, analog and digital, encrypted and unencrypted, regardless of the technical form of transmission (i.e. including, however without being limited to, terrestrial, cable, satellite,

ADSL/DSL/IPTV, SMATV, online and mobile), regardless of the type of transmission and/or the end devices or technology utilised for this (e.g. "high definition" or any other form / broadcast quality) and regardless of the legal relationship with the end user (e.g. free of charge- or pay TV), the right to providing public access through all types media regardless of the type of transmission and/or the end devices or technology used for this purpose, including, however not being limited to "Instant-Restart" - and "7-day-catch-up"-rights, as well as all types of video on demand (e.g. FVOD, AVOD, TVOD, SVOD), the right to edit and the cable transmission right.

This shall apply accordingly to any "tie-in advertising" in the context of inclusion of third parties, as defined under clause A.3.5.

This shall include in particular the right to edit, duplicate, disseminate, broadcast (especially free TV, pay-TV, pay-per-view), retrieve from a database and call up, and particularly also the right to transfer the aforementioned rights to third parties that have been commissioned to provide the placement or broadcast. **The contractual partner shall, at first request, fully indemnify VISOON and the broadcasting company for which the respective advertising has been booked and/or any persons and /or companies employed by it in connection with the performance of the contract against all third party claims, namely by means of payment of a monetary sum, and shall also provide compensation for any further damage.** The contractual partner shall be obliged to support VISOON and the respective broadcasting company for which the advertising has been booked in all good faith with information and documentation for the purpose of legal defense in relation to third parties.

A.14. Confidentiality, disclosure- and distribution requirements for agencies

A.14.1. The parties shall undertake to treat as confidential all information and data they obtain from the other contractual partner in connection with the performance of this contract, and not to make these accessible to any third party. This shall apply in particular to price lists and contracts. This obligation shall still come into effect after the termination of the contract.

A.14.2 Third parties in terms of this clause of the GTC are considered to be companies that are not affiliated with VISOON under company law within the meaning of article 15 ff. German Stock Corporation Act (*AktG*), and the operators of the marketed channels and the companies affiliated with them within the meaning of article 15 ff. *AktG*.

A.14.3 If the contractual partner is an agency, it shall ensure that it informs the advertisers of the fact that additional service provision relationships may exist between VISOON and the agency beyond the procurement of advertising airtime, and that within the context of these service provision relationships or already within the context of the procurement of advertising airtime the agency may be granted discounts

and prompt payment discounts by VISOON. If it should be obligated to do so, the agency shall disclose all fees, discounts and prompt payment discounts it receives to the advertiser, and, where applicable, pass these on to the advertiser. Should this term be disregarded, VISOON shall reserve the right to waive any conditions granted.

A.15. Assignment

The contractual partner shall not be entitled to assign any rights, entitlements and obligations arising under this agreement to any third party without the written consent of VISOON.

A. 16. Final Provisions

A.16.1. The laws of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply. The exclusive place of jurisdiction for all disputes resulting from the contractual relationship shall be Berlin; VISOON shall, however be entitled to assert claims before any other jurisdiction.

A.16.2 Should individual or several provisions of these GTC be or become invalid, in any cases of doubt this shall not affect the validity of all other provisions or agreements. The parties to the contract shall replace an ineffective provision with a provision which best complies with the economic purpose of the ineffective provision. The same shall apply in case of a gap in the contract.

A.16.3. Any modifications or amendments to this contract, including this clause, shall require the written form (email shall suffice). Notification of termination or rescission must be given in writing. In terms of this provision, written form shall be considered execution in writing in accordance with § 126 sentence 1 and 2 German Civil Code (BGB).

B. Special Terms for TV-Services

B.1. Scope of application

In addition to the general terms and conditions laid down under part A. of these GTC, these special conditions for TV Services shall govern the contractual relationships between VISOON and contractual partners in the context of the broadcasting of TV-advertising measures (hereinafter referred to as "spots").

B. 2. Booking commercials

B.2.1 Commercials will be placed within the advertising blocks according to the relevant, applicable programme schedule. The price list valid at the time of conclusion of the order

shall apply. The price shall be calculated based on the actual duration of the commercial. Spots placed one immediately after the other that promote a product or a service in an identical or almost identical way, or in which an advertiser promotes several of its products and/or services, shall, in each case, be counted separately as individual advertising spots. Prices for special ads/special forms of advertising shall be agreed upon separately. The prices do not include fees that may, where applicable, arise under the law on copyrights and/or performance protection rights and may be payable to collection agencies such as GEMA on account of the commercial broadcast transmitted. All prices are exclusive of value added tax; VAT shall be charged separately at the statutory rate applicable.

B.2.2 Spots booked shall be placed within the agreed price group by VISOON, subject to changes according to clause A.9. The price groups for individual channels are based on the programme structures / -schedules of the respective television channel in their version applicable at the time of order acknowledgement by VISOON. No entitlement shall exist for placement of the spot within a specific advertising block and / or a specific position of the spot within an advertising block, unless this has been agreed in a separate written agreement. For the booking of a specific advertising block or position within an advertising block, VISOON shall be entitled to apply a surcharge. **Placement of a commercial within a specific programme environment shall be possible only upon express written agreement. Furthermore, VISOON cannot guarantee that no other advertising blocks are offered or broadcast in addition to those identified in the programme schedule.**

B.2.3 VISOON and the contractual partner shall be entitled to alter any bookings relating to the placement of spot broadcasts that have been made on the basis of the contract up to six calendar weeks prior to the broadcast. In addition to this, the contractual partner shall be entitled to alter bookings for agreed upon advertising broadcasts [change to price group booked, length of spot and time of broadcast], provided that the request to change the booking is submitted to VISOON in writing no later than 10 working days [Monday to Friday] prior to the agreed broadcast date, that the agreed booking volume [total fee according to the relevant price list] remains unchanged, that broadcasting of the re-booked volume is not significantly later than the originally booked volume, and that VISOON has sufficient free capacity to accommodate the newly requested broadcast times.

B.2.4 Furthermore, VISOON shall reserve the right to reschedule the broadcast dates for the spot in individual cases, while considering the interests of the contractual partner (right to postpone). **No guarantee shall be assumed for any specific positioning of the commercial within an advertising block. Furthermore, no guarantee shall be given that no advertising blocks other than the advertising blocks detailed in the programme schedule will be offered. A grouping together of advertising blocks on ac-**

counts of current events may be possible. The exercise of rights to postpone does not affect the existence of the contract and the obligations of the contracting parties.

If due to programme-related or technical reasons, force majeure, strike or on the basis of legal requirements or directives issued by authorities or similar the broadcasting of a commercial should be cancelled, the commercial shall, where possible, be broadcast at an earlier or later time. VISOON shall inform the contractual partner about this and the intended new broadcasting times as soon as possible. If the cancellation of the broadcast has not occurred due to reasons for which VISOON is responsible, the contractual partner shall, however, have no right to the granting of compensation.

If the contractual partner does not object in writing immediately, and in any event no later than (2) working days, against the earlier or later broadcasting time as proposed by VISOON, this shall constitute the contractual partner's agreement with the proposed re-scheduling of the broadcasting time. In the event that an earlier or later broadcasting of the commercial is not possible, or in the event that the contractual partner objects in writing to the rescheduling of the time of broadcasting as proposed by VISOON, the contractual partner shall be entitled to reimbursement of any payments already made for the broadcasting of the respective commercials; production- and other costs shall be excluded from reimbursement.

VISOON points to the fact, and the contractual partner hereby expressly declares its consent to this provision, that paid commercials take precedence over those that are provided free of charge. Unless otherwise agreed, VISOON shall, however, effect prompt subsequent transmission of any commercial that has been cancelled for the aforementioned reasons.

B.2.5 VISOON shall reserve the right to reject multiple or cross-referenced spots within one or several advertising blocks. VISOON shall reserve the right to interrupt a booked sequence of programmes by inserting programmes of a different kind, and to make these available to other sponsors or special advertising clients. The contractual partner shall be informed about this by VISOON in advance.

B.2.6. The contractual partner shall not be entitled to cancel bookings for competitions and prize draws. Prizes shall be provided by the contractual partner at its own expense. Delivery of prizes as well as the entire process involved in the awarding of prizes shall be the responsibility of the contractual partner. The contractual partner shall hold VISOON harmless against all claims of third parties in connection with prize competitions.

B.2.7. Exclusion of commercials from competing companies cannot be granted within one advertising block.

B.3. Legality of the spots and usage rights / Exemptions

The contractual partner shall be solely responsible for the content of the spots and shall be obliged to carry out a careful examination to ensure that they do not infringe statutory provisions and the applicable common advertising directives issued by the State Media Authorities, as well as the internal (advertising-) directives of the respective channel. The contractual partner must ensure that the spots do not violate any other provisions of press-, advertising- and competition laws, as well as regulations for the protection of minors, and that the spots do not infringe the rights of third-parties. **The contractual partner shall, at first request, fully indemnify VISOON against any claims asserted by third parties, as well as against all costs arising in connection with an infringement of this obligation.** VISOON and/or any persons and /or companies employed by it in connection with the performance of the contract shall not be obliged to view or examine spots prior to acceptance of the order; this shall also apply with respect to any references in the spots to website addresses, telephone numbers of the contractual partner as well as their content. The contractual partner shall not be permitted to include third parties, particularly trading partners, in the commercial.

The contractual partner shall extend to VISOON all required rights of use - unrestricted in terms of time, place and content - in all media submitted upon conclusion of the contract, namely to the extent necessary for the use of the transferred content for presentation purposes, particularly for presentation as an example of advertising, and in particular relating to print, online, digital, mobile and broadcast. At the same time, it shall hold VISOON harmless against all claims of third parties in connection with this.

B.4. Broadcast Material

B.4.1. The contractual partner shall be obliged to provide VISOON with all necessary material for broadcast [format schedules and broadcast copy] no later than 10 working days prior to the agreed date of first broadcast and according to the relevant applicable technical specifications of the respective channel or channel operator, which can be downloaded from www.visoon.de.

In the event that the broadcast material is submitted in a format different to the one agreed, costs for any necessary changes shall be borne solely by the contractual partner. The contractual partner shall be solely responsible for the quality of the broadcast in terms of technical quality and content. In particular, VISOON shall not accept any liability for any damage for which it is not responsible, caused during transport of the broadcast material, in particular to playout service providers.

B.4.2 The obligation to store documentation and broadcast copy shall cease after the contractually agreed upon final broadcast of the spot. VISOON shall send the documents and

broadcast copy back to the contractual partner, at the latter's risk and expense, if this is requested by the contractual partner in writing within 3 working days after the last broadcast; otherwise, VISOON shall be entitled to return the material. VISOON shall not assume any liability for damage to or loss of the broadcast material caused during storage or return transportation of the broadcast material, unless VISOON has acted intentionally or negligently. VISOON shall be entitled to retain documentation and broadcast copy until payment of the remuneration has been received in full.

B.4.3. At the time of submitting the broadcast copy, the contractual partner shall be obliged to provide VISOON with all details necessary for settlement of payments due to GEMA, or to any other collecting societies, in particular details relating to the producer, publisher, composer, title and length of the advertising music, and shall bear the relevant fees.

B.4.4. If the commercial is not broadcast for reasons for which the contractual partner is responsible, particularly as a result of late submission of documentation or broadcast copy to VISOON or defective or incorrect marking of such, VISOON shall be entitled to charge the contractual partner the due fee for the agreed broadcast time.

B.5. Miscellaneous

Contracts for the broadcast of advertising via multiple media shall be deemed to be respectively independent contracts and, in terms of their status, shall be treated as independent contractual relationships with regard to broadcasts by each individual medium, independent of any concurrent orders and/or concurrent order acknowledgement.

Changes and printing errors reserved.

(Version of January 2016)

General Terms and Conditions of Visoon Video Impact GmbH & Co. KG. (VISOON) for booking sponsorship advertising and special forms of advertising on broadcasting channels MTV, COMEDY CENTRAL, VIVA, NICKELODEON, NICKNIGHT, N24

1. General Terms and Conditions

1.1 Unless stipulated otherwise in the following or agreed in individual contracts, the general terms and conditions of business of VISOON shall apply to all offers and services within the product group sponsorship advertising and special forms of advertising (products).

1.2 When bookings are made, it is a requirement that the product to be placed is identified by its specific name: Changing a product shall only be possible up to ten working days prior to

the date of first broadcast and shall be subject to the condition that the change of product is not in conflict with products already booked by other contractual partners and/or the advertising- and broadcast environment.

1.3 Reservation rights or first rights of negotiation cannot be granted. Bookings cannot be cancelled.

1.4 In addition to the media costs, the contractual partner shall bear, in all cases, any production costs incurred. Printing errors as well as changes to the scheduling of programmes are reserved.

1.5 VISOON shall reserve the right to place sponsorship bumpers before and/or after the advertising break.

1.6 All contracts for sponsorship and special forms of advertising are subject to the approval of the respective channel or channel operator. Furthermore, VISOON shall reserve the right to initiate a legal revision and review of the editorial content of the programme tapes. The contractual partner's obligation to comply with all statutory provisions, the applicable advertising directives and/or all other relevant provisions (see A.3.1 and B.3 of the general terms and conditions of business of VISOON) shall remain unaffected by this.

2. Sponsoring

2.1 Sponsorship arrangements require that at the beginning, at the end or before and after each advertising placement in a programme a clear, adequate indication as to the financing by the company is made.

2.2 Booking of sponsorship advertising shall be governed by the following criteria:

(1) The contractual partner shall declare in a binding manner which product is to be used for sponsoring. Changing a product retrospectively shall be possible subject to the same terms and conditions only if it is compatible with the channel- and/or advertising environment and if notice of the product change is given at least ten working days prior to first broadcast.

(2) Broadcast-ready material must be delivered at least 4 weeks prior to broadcasting.

2.3 When a booking has been made, in specific cases and upon prior notice, VISOON shall reserve the right to retrospectively exclude individual programmes from booked sponsorship; this applies in particular to changes relating to the thematic nature of the sponsorship environment and/or event programming.

2.4 Sponsorship contracts shall become effective only upon the written confirmation of VISOON within this period (email shall suffice). Offers made by VISOON shall apply for ten days following the date the offer was made and must be accepted in writing (email shall suffice).

2.5 VISOON shall reserve the right to offer additional special forms of advertising in sponsored formats to other contractual partners in accordance with clause 3. on "special forms of

advertising“ set out below.

2.6 Sponsor clients booking an offer for several components or over the total duration of a programme format will be given priority over sponsor clients planning to book only a part. In the event that there is an additional opportunity to sponsor a segment within a sponsored format, the marketing company shall reserve the right to offer it to another sponsor client, provided that this other sponsor client is not planning to promote a product in direct competition with that of the first customer.

2.7 VISOON points to the fact that the respective channel or channel operator is entitled to interrupt a booked sequence of programmes consisting of two or more programmes following one after the other by inserting programmes of a different kind. These may be booked by other sponsor clients.

2.8 Prices are calculated on the basis of the relevant applicable price lists of the respective channel or channel operator. The contractual partner may choose to book a sponsorship offer with a fixed price or variable prices. Variable prices means that upward or downward adjustments in prices may occur, effective in the current calendar year and either at the expense of or benefit to the contractual partner.

VISOON shall notify the contractual partner of any price changes. If the contractual partner has opted for the variable prices model, a price change shall not constitute a reason for extraordinary termination by the contractual partner. When placing a booking, the price model must be specified by the contractual partner in writing and confirmed in a binding manner. In the event that there is no corresponding note included in the booking, VISOON shall presume acceptance of the fixed sponsorship prices as set out in the relevant price lists.

3. Special forms of advertising

3.1 Special forms of advertising are considered to be post splits, programme splits, cut-ins or other creative output.

3.2 For sponsorship bookings with a lead time of more than six weeks prior to broadcasting, the special forms of advertising within the sponsored format will first be offered to the sponsor client. The sponsor client must decide no later than six weeks prior to first broadcast whether to make a booking and which of the special forms of advertising it wishes to book. If the sponsor client does not make use of this option, VISOON may sell these special forms of advertising to third parties, provided that such advertising does not promote a product or a service that is in direct competition with the sponsoring product. The aforementioned provisions shall also apply in cases where a sponsorship booking, for reasons not occasioned by the contractual partner, has been possible for the first time only within the six week period prior to first broadcast; subject to the condition, however, that in this case a booking of the special forms of advertising must be placed at the same time.

3.3 For sponsorship bookings made within six weeks prior to broadcasting for formats that have been offered by VISOON more than six weeks prior to broadcasting, only those special forms of advertising within a sponsored format that have not yet been booked by other advertisers shall first be offered to the sponsor client, subject to the following provision (3.4). Any desired special forms of advertising within the sponsored format must be immediately booked by the sponsor client at the same time. If the sponsor client does not make use of this option, VISOON may offer these to third parties, provided that no product or service is promoted that is in direct competition with the sponsored product.

3.4 The aforementioned provisions shall not apply to bookings of “block sponsorship” or “day sponsorship”.

4. Exclusive Position and Special Creation

4.1 Exclusive Position and Special Creation are special forms of advertising that are tailored to meet individual client needs, providing clients with a special placement in standalone position (exclusive position) and/or a format that has been developed and produced for the client (special creation). This includes for example (without laying claim on completeness) weather formats, individual split screen solutions and other forms of advertising placed as commercial supplements to the editorial content of the programme, as agreed in cooperation with the contractual partner.

Exclusive Position: Single split market, single split weather, programme split, post split, trailer split, pre split, single spot, news and current affairs- /stock market news-/weather countdown, themed weeks.

Special Creation: Infomercials (promo stories), competitions and prize draws, cut-in, crawl roll, tips, company profiles.

4.2 For “single split market” and “weather” bookings with a lead time of more than six weeks, contracts shall be subject to programme changes (diaries shall be excluded).

4.3 In cases of bookings of pre-, move- and/or trailer splits, if a sponsor client makes a booking for the same environment, the respective channel or channel operator shall have the right to extraordinary termination. The right to extraordinary termination ceases six weeks prior to the date of first broadcast.

Changes and printing errors reserved.

(Version of January 2016)