

GENERAL TERMS AND CONDITIONS OF CHEERIO ENTERTAINMENT GMBH FOR THE COMMISSIONING OF PRODUCTION SERVICES: (GTC FOR ORDERS)

1. Scope of application

1.1 As part of the commissioning of production services by Cheerio Entertainment GmbH (CHEERIO), the following General Terms and Conditions of Business are decisive. They apply exclusively to all legal relationships between CHEERIO and CONTRACTOR.

1.2 Conflicting conditions of the CONTRACTOR, or those that deviate from these Terms and Conditions of Business, only become part of the contract if they have been expressly acknowledged in writing by the management of CHEERIO.

2. Order placement

The order is issued with the signing of the contract by CHEERIO. Confirmations sent in advance by e-mail or fax are expressly not sufficient for an order. They require confirmation by means of a signed contract in order to be effective.

3. Order execution

3.1 CONTRACTOR must orient itself in the content of the production as well as in the aesthetic implementation according to the specifications of CHEERIO. CHEERIO reserves the right to take a design influence on the implementation of production by CONTRACTOR in every stage of the production and has the final decision in this regard.

3.2 CONTRACTOR will provide all contractually owed services in person or, if necessary, with qualified, suitable, reliable employees. If the parties have agreed to perform the work with certain personnel in advance, CONTRACTOR will only replace its staff after consultation with CHEERIO as CHEERIO places value on continuity of the provision of services during the creation of the production.

The commissioning of subcontractors requires prior written approval by CHEERIO.

If CONTRACTOR provides CHEERIO with personnel as employees, it gives assurance that it possesses all necessary permits and will submit them upon request.

3.3 CHEERIO reserves the right to move the production time in coordination with CONTRACTOR.

3.4 Insofar as CONTRACTOR is liable towards CHEERIO under contract or law, it is obliged to adequately insure itself and its equipment against all risks and with regard to all damages (including consequences and loss of profits). A corresponding service policy must be submitted upon request by CHEERIO before providing services.

Insofar as CHEERIO concludes an insurance policy in the form of a provision for the services provided by CONTRACTOR in accordance with the contract, then CONTRACTOR is obliged to submit all documents required for the conclusion of the provided insurance policies and/or provide necessary information upon request by CHEERIO or the insurer. If CONTRACTOR fails to comply with any request or does not comply with insurance conditions and the insurance as a result does not grant any insurance coverage in the event of a claim, all costs resulting from this will be borne by CONTRACTOR.

3.5 CONTRACTOR is responsible for compliance with the state occupational safety and accident prevention regulations as well as the generally recognised safety and occupational health regulations at its own expense insofar as its performance is affected.

3.6 CONTRACTOR will bear operating and maintenance costs for the work materials used by it, provided that the material is not provided by CHEERIO. Operating equipment that is used complies with the requirements of the Product Safety Act. The operating equipment is tested according to the specifications of the Operating Safety Ordinance or the DGUV Regulation 3.

3.7 If CONTRACTOR provides CHEERIO with electrical equipment or electronic equipment for machines and systems, it confirms that it is designed in accordance with the provisions of the DGUV regulation "Electrical Systems and Operating Equipment" (DGUV Regulation 3) and the required tests have been carried out, if necessary repeatedly. The test protocols will be kept for a retrieval at short notice.

3.8 CONTRACTOR will create a risk assessment for the production. CONTRACTOR will submit the risk assessment to CHEERIO on request.

3.9 Acceptance of the commissioned services takes place within the framework of an agreed acceptance date. CHEERIO is entitled to refuse acceptance if the data and properties of the production - in particular from a technical perspective - do not correspond to the agreements. CONTRACTOR is not exempted from its ancillary duties (delivery of third-party contracts, documents, proofs etc.) by the acceptance. Acceptance does not mean any approval of the production under legal aspects. Rather, CONTRACTOR continues to be liable for all violations of the law, in particular for the violation of copyrights and personal rights which arise from the creation and the contractually agreed utilisation of the production services.

3.10 CHEERIO is not obligated to utilise the production services.

3.11 CHEERIO is entitled but not obligated to provide the name of the CONTRACTOR when utilising the rights transferred to CHEERIO. CHEERIO will safeguard the legitimate interests of the CONTRACTOR.

4. Ownership

All materials acquired or created by CONTRACTOR for the provision of the production services are transferred to the ownership of CHEERIO with acquisition or creation of these materials. A separate remuneration is not owed for this.

5. Grant of Rights / Guarantee of rights / Indemnification / Withdrawal

5.1 CONTRACTOR will transfer to CHEERIO all usage rights, ancillary copyrights and other rights that have arisen or will arise in connection with the provision of the production services and/or those purchased or to be purchased by it for this purpose, in particular, those mentioned in the respective contract and/or corresponding annexes, with the creation or with the transfer to CONTRACTOR for exclusive, freely transferable usage without restriction with regard to time, geography or subject matter.

CONTRACTOR is obliged in particular to obtain the rights required according to this clause from the persons involved in the service provision of CONTRACTOR.

5.2 Should restrictions on rights arise due to the use of (generative) artificial intelligence ('AI') in the provision of the production services (in particular with regard to the exclusivity of the transfer of rights in accordance with Clause 5.1 of these GTC), CONTRACTOR shall inform CHEERIO of this immediately in writing (e-mail is sufficient).

The notification must list the rights restrictions that arise from the planned use of AI for the affected part of the production based on CONTRACTOR'S provision of services. In any case, the notification must be made timely so that it is possible to replace the AI provider with an AI provider that does not provide for rights restrictions or to waive the planned use of AI in the event that CHEERIO does not give its consent to rights restrictions resulting from the planned use of AI.

At CHEERIO's request, CONTRACTOR shall submit an equivalent and suitable alternative proposal for the provision of the Production Services with respect to the affected component of the production, e.g. without the use of AI or by engaging another AI provider that does not provide for any rights restrictions.

5.3. CHEERIO is entitled to transfer all rights granted to it according to Clause 5.1, to third parties, in particular also to delegate them and to collect any resulting fees itself in full.

5.4 CONTRACTOR represents and warrants

- that CHEERIO exclusively acquires all rights and authorisations transferred according to this contract, in particular all rights required for the purpose of broadcasting, ensuring public access to the production for which the services were commissioned or the combination of the provided Productions services with other works and will provide proof of this by means of suitable documents (e.g. by written confirmation from the rights holders / persons involved in the service provision with regard to the provision of the rights),
- that the respective rights are not transferred in whole or in part to third parties, nor are they encumbered with the rights of third parties, nor have third parties been charged with carrying them out,
- that no rights of third parties which can lead to direct or indirect claims against CHEERIO are breached during provision of the Production Services or by the combination of the provided Services with other works, nor during the broadcasting or ensuring public access to the respective production or other exploitation of the production, and
- that, if relevant, the journalistic duty of care is complied with.

5.5 CONTRACTOR will indemnify CHEERIO in connection with the guarantees according to Clause 5.4 and 12.1 against any claims of third parties upon first request, namely at the request of CHEERIO by payment in cash (including any legal costs incurred by CHEERIO for legal defence or which are indirectly billed to CHEERIO in the case of legal defence by the broadcasting company itself). Other claims of CHEERIO from a violation of warranty remain unaffected.

5.6 Any existing statutory right of recall due to non-exercise with regard to any exclusive granting of rights in accordance with this contract will be excluded for the duration of five (5) years.

6. Remuneration

6.1 Unless otherwise agreed contractually, the remuneration will become due after contractual provision of the agreed services and fulfilment of all other obligations arising from the contract, but not prior to conclusion of the contract. Irrespective of the individual contract agreement, the remuneration is only due after appropriate invoicing.

6.2 Travel costs and expenses, if any, are to be borne by CONTRACTOR itself unless expressly agreed otherwise contractually.

6.3 In the event that Contractor has its registered office abroad, CONTRACTOR acknowledges that the remuneration of this contract may be subject to withholding tax in accordance with the statutory provisions of the Federal Republic of Germany. CHEERIO is therefore obliged to withhold taxes in the legally determined amount and to transfer them to the responsible tax office of the Federal Republic of Germany. If a double taxation agreement exists between the Federal Republic of Germany and the state of CONTRACTOR, then CONTRACTOR has the option to electronically request exemption from the withholding tax from the Federal Central Tax Office.

Upon request (per mail to withholdingtax@prosiebensat1.com) CHEERIO will provide CONTRACTOR with instructions on how to apply for the exemption. For clarification: CHEERIO is obliged to transfer the withholding tax that is incurred on the sum of a payment in the amount stipulated by law to the responsible tax office in spite of the application until receipt of the confirmation of exemption from the Federal Central Tax Office.

Contractor, upon request (per mail to withholdingtax@prosiebensat1.com), will be provided with a tax certificate for the amount of withholding tax paid.

6.4 The invoice, indicating the title of production, description of services and service period shall be sent to: CHEERIO Entertainment GmbH, Deutz-Mülheimer Straße 119, 51063 Köln. Payment will be made into an account to be designated by CONTRACTOR.

7. Termination of the contractual relationship / termination

7.1 The contractual relationship ends at the end of the contractually agreed term.

7.2 If a permanent obligation exists and a fixed term is not agreed, then ordinary termination of the contractual relationship is possible at any time in accordance with statutory provisions.

7.3 If a works contract exists, CHEERIO can terminate the contract at any time until the work is completed. In this case, CHEERIO will reimburse all costs incurred up to that point on presentation of proof.

7.4 The right to extraordinary termination remains unaffected by this.

8. Non-disclosure

8.1 As CHEERIO is obliged to comply with strict requirements with regard to press statements and non-disclosure due to contractual relationships with the BROADCASTING COMPANY / PRINCIPAL, CONTRACTOR is not entitled to make public declarations of any kind, in particular regarding press announcements about the production provided for under this contract. CONTRACTOR is only entitled to make respective publications with prior written consent from CHEERIO. CONTRACTOR must impose the aforementioned obligations on affiliated companies, managing directors, employees and other persons whom CONTRACTOR uses to fulfil its contractual obligations.

8.2 CONTRACTOR may only make available concepts, texts, recording and other documents or parts thereof which are made accessible to it within the framework of the production services to those parties involved in the respective production.

CONTRACTOR undertakes to keep all information and data that is entrusted to it or becomes known to it in the exercising or on the occasion of its work and which is of a content-related and/or personal nature as strictly confidential and will not record or disclose it to third parties and/or utilise it in any way unless required for the attainment of the contractual purpose.

8.3 CONTRACTOR acknowledges that the disclosure or use of confidential information can cause irreparable damage for which the compensation for damages can be difficult to quantify in monetary terms. CONTRACTOR is therefore obliged to pay a contractual penalty for each case of a violation of the confidentiality regulation specified under Clause 8.1 and 8.2 of this GTCs; the exact amount of this contractual penalty will be determined by CHEERIO in each individual case according to its fair discretion and which can be reviewed by the competent court in case of dispute. The contractual penalty is not due if CONTRACTOR is not responsible for the violation. The assertion of additional claims remains unaffected by this.

9. General Data Protection & Data Processing

CONTRACTOR undertakes to keep confidential for an unlimited period of time all information to which it has access in connection with the provision of services, in particular personal data, as well as visual and audio material, and to neither record nor disclose it to third parties and/or exploit it in any way, unless required to achieve the purpose of this contract. In accordance with the provisions of the General Data Protection Regulation, CHEERIO shall process the Contractor's data for purposes within the scope of central personnel and contract processing within ProSiebenSat.1 Media SE and, if necessary, forward the data and this contract to third parties (e.g. the commissioning company/broadcaster, auditing companies, legal and tax advisors).

10. Limitation of liability

10.1 CHEERIO is only liable for damages arising from injury to life, body or health which are based on a breach of duty or unauthorised action by itself or its vicarious agents, in cases of intent and negligence.

10.2 CHEERIO is liable in cases of intent and gross negligence for other damages that are based on a breach of duty or unauthorised action by CHEERIO itself or its vicarious agents.

10.3 In the event of the violation of fundamental obligations whose fulfilment allows the proper execution of the contract to be carried out at all and in whose compliance the CONTRACTOR regularly trusts and may trust (cardinal obligations), CHEERIO is also liable in cases of simple negligence. The liability of CHEERIO for simple negligence is limited to typically foreseeable damage.

11. Compliance with Advertising Bans

11.1 When providing the services, the CONTRACTOR shall observe the requirement to strictly separate advertising from the programme. In particular, the CONTRACTOR undertakes to observe the prohibition on influencing programmes, surreptitious advertising and topic placement in accordance with the Interstate Media Treaty.

In particular the CONTRACTOR, within the scope of its service provision, shall refrain from referring

- to goods, services, names, brands or activities of a manufacturer of goods or a provider of services or

- to economic, political, religious or ideological topics specified by third parties

unless there is a sufficient editorial reason for this reference. The reference must be limited to mere information and must refrain from any advertising effect.

11.2 The CONTRACTOR further undertakes not to acquire, agree or integrate any product placement or equipment into its services.

11.2 Insofar as CONTRACTOR violates the provisions referred to in Clause 11.1 and 11.2 above, CHEERIO shall be entitled to withdraw from the contract immediately or to terminate the contract with immediate effect.

Furthermore, CHEERIO in this case has a claim against CONTRACTOR for payment of a contractual penalty in the amount of three times the value of the non-cash benefit promised to CONTRACTOR or received by CONTRACTOR. If CONTRACTOR violates the aforementioned provisions and if a fine notice or a notice for levy of the advertising revenues is then issued against CHEERIO and/or the broadcasting company/principal who broadcasts the production / makes it publicly accessible, by the responsible State Media Authority due to a breach against the statutory provisions, and this notice is legally valid, CONTRACTOR is obligated to indemnify CHEERIO against the fine and the levy of the advertising revenues, including the appropriate costs of legal defence. This applies to fines, levy and costs towards CHEERIO itself, as well as recourse claims of the principal/broadcasting company in this regard. Further claims of CHEERIO remain unaffected.

11.3 CONTRACTOR must impose the aforementioned obligations on affiliated companies, managing directors, employees and other persons whom CONTRACTOR uses to fulfil its contractual obligations.

12. Act regulating a General Minimum Wage / Compliance clause

12.1. CONTRACTOR guarantees that it complies with the provisions of the Minimum Wage Act (MiLoG) with regard to all employees connected with the implementation of this contract. CONTRACTOR will indemnify CHEERIO upon first written request against any claims and demands of third parties, insofar as the asserted claims and demands arise from an alleged violation of the obligations resulting from the MiLoG by CONTRACTOR or by a supplier or subcontractor used by it. CONTRACTOR undertakes to inform CHEERIO immediately if claims of its own or third-party employees arising from the MiLoG are asserted against CONTRACTOR within the framework of this contractual relationship, or if

an administrative offence procedure pursuant to Section 22 MiLoG has been initiated against CONTRACTOR

12.2 The CONTRACTOR undertakes to comply with all applicable legal provisions and the "Code of Conduct for Business Partners" of the ProSiebenSat.1-Group (retrievable under <https://www.prosiebensat1.com/investor-relations/corporate-governance/compliance-dokumente>) in connection with the performance of the contract; in particular, the CONTRACTOR undertakes not to demand, be promised or accept any unfair advantages. The CONTRACTOR shall take all necessary measures to ensure these requirements and instruct its employees accordingly.

13. Offsetting / Right of Retention / Liens

The CONTRACTOR shall not assert any rights of set-off, retention or lien against CHEERIO.

14. Final provisions

14.1 If individual provisions are or become invalid, the validity of the remaining provisions of this GTCs remains unaffected. Invalid provisions are to be replaced by mutual agreement by provisions that are suitable for achieving the desired economic purpose in consideration of the interests of both parties. The same applies to unintended regulatory gaps.

14.2 The place of fulfilment and place of jurisdiction for both contractual parties is Munich (Munich Regional Court I). The legal relationship between the contracting parties is subject exclusively to German law.

14.3 These provisions are final. Amendments and supplements must be made in writing in order to be effective. The same applies to a cancellation of this written form requirement.

Cheerio Entertainment GmbH

Status: June 2024