

General Terms and Conditions for the Purchase of Services and Work Services of the ProSiebenSat.1 Group (Services and Work Services Purchasing Terms)

1. **Definitions**
 - 1.1 **Contractor** shall mean the company accepting the Order.
 - 1.2 **Contractor's Project Manager** shall refer to a project manager appointed by the Contractor.
 - 1.3 **Framework Agreements** are agreements on contractual Services which stipulate the remuneration and delivery conditions. Unless expressly agreed otherwise, Framework Agreements do not impose any obligation on the Principal to request any Services. Framework Agreements obligate the Contractor to furnish all requested Services in accordance with the terms of the Framework Agreements, unless otherwise agreed in Individual Contracts. Contractual obligations, especially acceptance or payment obligations arise at the earliest on demand, i.e. via an Order.
 - 1.4 **Individual Contracts** are those entered into between Principal and Contractor for the request of Services under a Framework Agreement. Individual Contracts are an integral part of each Framework Agreement. Individual Contracts typically detail the Services to be rendered by the Contractor (e.g. specifications, performance periods and deadlines and engagement of third parties / approval for third-party costs).
 - 1.5 **Items of Use** shall refer to all work results, especially documents such as descriptions, drawings, analyses, designs, drafts, claims, layouts, processes, specifications, reports and concepts created by the Contractor under the contract.
 - 1.6 **Offer** is the binding description of goods, Services and prices by the Contractor.
 - 1.7 **Order** represents a binding delivery and Service request by the Principal, which may be effected via SAP Order Process, a signed contract, the acceptance of an Offer from the Contractor by the Principal and/or via an Individual Contract entered into under the Framework Agreement, if applicable.
 - 1.8 **P7S1** shall mean ProSiebenSat.1 Media SE.
 - 1.9 Party shall refer to the Principal or the Contractor.
 - 1.10 **Principal** shall refer to P7S1 or the respective company affiliated with P7S1 pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG) which is commissioning the Services stipulated in the Order.
 - 1.11 **Principal's Project Manager** shall refer to a project manager appointed by the Principal.
 - 1.12 **ProSiebenSat.1 Group** shall mean P7S1, including all companies affiliated with P7S1 pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG).
 - 1.13 **Services** refer to services and/or work services as agreed in the Order, especially in the areas of consulting, marketing, communication and the engagement of third-party providers of personnel services.
 - 1.14 **SAP Order Process** means an electronic Order which the Principal initiates through SAP or a similar software, and which is sent to the Contractor by telecommunication means (e.g., fax or email).
 - 1.15 **Terms** are the below general terms and conditions for the purchase of Services and work Services.
2. **Scope of Application of the Terms**
 - 2.1 These Terms shall apply to all Orders relating to the purchase of the Services, which may also include work services. Such Orders may be service contracts, work services contracts or combined service and work services contracts.
- 2.2 These Terms shall apply exclusively to the Services. Terms and conditions of the Contractor shall hereby be explicitly rejected. These Terms shall also apply whenever the Principal unreservedly accepts Services from the Contractor, even if the Principal is aware of conflicting or deviating conditions by the Contractor. The principles related to the use of commercial letters of confirmation ("Kaufmännisches Bestätigungsschreiben") shall not apply.
3. **Amendments to the Terms**

The Principal shall inform Contractor about any amendments to the Terms. If the Contractor does not object to these amendments in writing within a period of four (4) weeks, the amendments shall be deemed accepted. In the event of an objection by the Contractor, the existing Terms shall remain in force. The Principal shall inform the Contractor about the consequences which will apply if the Contractor does not object to any amendments to the Terms within the four (4) week period.
4. **Contract Documents / Annexes**

The following documents (if available in each individual case) shall constitute an integral part of the contract in the following order of priority. A document with a lower ordinal number shall take precedence over a document with a higher ordinal number:

 1. Order (e.g. using the Order form during the Order Process), and additionally the Offer
 2. Individual Contract
 3. Framework Agreement
 4. these Terms

Additionally, Annex 1 "Acceptance Certificate" (sample acceptance form) as well as the "Supplier Code of Conduct", available at <https://www.prosiebensat1.com/en/company/purchasing>, to which the Contractor submits to comply with, are integral part of the contract.
5. **Conclusion of Contract**

A(n) (Individual) contract shall not be binding unless each party has received a copy signed by the other party, either (i) a hard copy or (ii) a scanned copy by e-mail or by fax or (iii) an electronic document signed by electronic signature or upon the Principal's declared acceptance of the Contractor's Offer by issuing an Order. A contract shall also be concluded if the Contractor starts to supply Services after the receipt of the Order. If the Parties have concluded a Framework Agreement, an Individual Contract will be concluded if the Principal places an Order in text form under the relevant Framework Agreement. Oral Orders require the Principal's confirmation in writing or in text form. The Contractor must confirm Orders in writing or in text form.
6. **Provision of Contractual Services**
 - 6.1 The scope of Services will be specified in the Order and additionally the Offer.
 - 6.2 Early or partial deliveries require the Principal's written consent.
 - 6.3 The Services shall only be rendered by qualified employees of the Contractor possessing the necessary knowledge and experience and who are qualified to provide the Services in accordance with proper professional practice. The Contractor shall solely be responsible for providing all permits, notices, dues as well as other requirements relating to the deployment of personnel at its own expense, and to

- comply with all provisions of employment law. The Contractor shall always retain the right to issue instructions and directions to its employees.
- 6.4 The Contractor may commission subcontractors to fulfil obligations under the Order only with the prior written consent of the Principal.
- 6.5 All Services shall be duly furnished in accordance with the state of the art at the time of performance. Service characteristics provided by the Principal shall not release the Contractor from the obligation to ensure that technically and economically correct Services are provided.
- 6.6 Upon the Principal's request, the Contractor shall provide information in writing or in text form at all times regarding the current state of the performance of Services.
- 6.7 The Contractor may only supply those contractual items the manufacturer has designated for distribution in a member state of the European Union or a contracting state of the Agreement on the European Economic Area.
- 6.8 Unless otherwise stated in the Order, the registered office of the Principal shall be regarded as the place of performance.
- 7. Delivery and Completion Dates**
- 7.1 The performance of Services shall be subject to the dates and periods specified in the Order and, additionally, the Offer. The stipulated delivery time shall be binding. The Contractor shall inform the Principal if the Contractor becomes aware of any circumstances which indicate that the agreed-upon delivery dates cannot be met.
- 7.2 If the Contractor or any third party is unable to perform the Services due to reasons not attributable to the Principal, the Principal shall be released from the obligation to pay the remuneration.
- 7.3 In the event of delayed or improper performance, the Principal shall have the rights provided by applicable law. In particular, the Principal shall be entitled to demand compensation in lieu of performance and/or to withdraw from the contract after the unsuccessful expiration of a reasonable grace period. If the Principal demands compensation, the Contractor shall be entitled to prove that it cannot be held responsible for the breach of duty.
- 7.4 Even if the Contractor is only temporarily unable to provide the agreed Services, the Principal shall be entitled, after granting a reasonable grace period, to alternatively commission third parties to provide the Services.
- 8. Project Management**
- 8.1 If services are provided as part of a project, each Party shall appoint the respective Project Managers and, if necessary, name technical contacts.
- 8.2 The Contractor may only replace its Project Manager with the consent of the Principal, not to be unreasonably withheld. In particular, the Principal may refuse its consent if the proposed replacement person does not have the same professional qualifications or if the Principal would be required to incur time and expenses to train the proposed replacement person. The Principal shall be free to replace its Project Manager if the intended person has the necessary professional qualifications.
- 8.3 The Contractor shall report in text form every two weeks about the current state of the performance of Services. As soon as the Contractor's Project Manager obtains knowledge that the agreed costs or time frames might be exceeded or that the agreed deadlines and completion dates might not be met, the Contractor's Project Manager shall immediately inform the Principal's Project Manager in text form.
- 8.4 Unless otherwise agreed, the Project Managers shall not be entitled to change agreed requirements, deadlines and completion dates or other material terms of the contract.
- 8.5 Unless otherwise agreed, starting from the date of conclusion of the contract, regular meetings shall be held between the Project Managers, as mutually agreed upon either at the registered office of the Principal or via telephone.
- 8.6 Even if the Parties work in mixed project teams, this shall not be deemed a joint operation (for example of a system).
- 9. Changes to Services**
- 9.1 The Principal shall be entitled at all times to request - either in writing or in text form - reasonable changes to the Services in accordance with the following provisions:
- 9.2 The Contractor shall inform the Principal within five (5) working days of a request whether the change is possible, and shall submit a corresponding Offer in text form based on the agreed remuneration terms. This Offer shall contain all necessary information for the Principal to determine the impact of the change, including the proposed changes to the remuneration, the Services, the required cooperation obligations of the Principal, as well as the impact on agreed timelines. If an Offer cannot be prepared within five (5) working days due to the complexity or scope of the change request, the Contractor shall notify the Principal immediately. Upon such notification, the Parties shall agree on a reasonable deadline.
- 9.3 Changes within the meaning of this clause 9 shall be recorded in a change report and shall only become binding upon both Parties' signature of an amendment agreement. This amendment agreement shall be attached to the respective Order as an annex.
- 9.4 If the Contractor does not submit a reasonable change request on time or if an amendment agreement regarding the Service change cannot be reached, the Principal shall be entitled to extraordinarily terminate the contract. All Services supplied up to this point in time shall be remunerated. A fixed price stipulated in the Order shall represent the upper limit of remuneration.
- 9.5 Within reasonable limits, the Principal shall also be entitled to reduce the contractual Services by up to twenty (20) percent of the Order value and to reduce the remuneration accordingly. In such case, the Contractor shall not be entitled to claim any payment, including for other costs and/or lost profit, in this respect.
- 9.6 The Contractor shall only be entitled to make changes to the Services with the Principal's consent in writing or in text form. In particular, service changes by a supplier of the Contractor do not entitle the Contractor to furnish a changed Service.
- 10. Acceptance**
- The following rules shall apply to the acceptance of works and/or deliverables and, to the extent that the Parties agree on acceptance, to other Services:
- 10.1 Prior to delivery to the Principal, the Contractor shall ensure that the agreed Services are complete and comply with the contractual requirements.
- 10.2 The Contractor shall deliver the agreed Services to the Principal at the agreed time for acceptance.
- 10.3 The Principal shall then be given a period of at least fourteen (14) calendar days to test the work services provided by the Contractor for compliance with the contract. The Contractor and the Principal may also agree on a different test period.
- 10.4 If the Principal refuses acceptance, the Principal shall inform the Contractor in writing or in text form about the reasons for

- its refusal. The Contractor shall immediately carry out all necessary changes and resubmit the changed work for acceptance within fourteen (14) calendar days unless the Parties agree on a different period. Within fourteen (14) calendar days of delivery of the changed Service, the Principal shall either declare or refuse acceptance.
- 10.5 If the Principal again refuses acceptance, the steps described in Section 10.4 shall be taken.
- 10.6 If the Principal refuses acceptance after further rework, the Principal shall be free to either choose acceptance subject to a reduction of the remuneration or withdraw from the contract. Other rights and claims of the Principal shall not be affected.
- 10.7 The Principal shall be obligated to declare acceptance if the Services are complete, conform to the contract and are free of any substantial defects.
- 10.8 All acceptances shall be declared in writing; for this purpose, the model acceptance certificate (Annex 1) may be used. Acceptance shall not take place through implied action such as the use of the work; acceptance shall always be declared expressly by the Principal. The risk of accidental deterioration shall pass to the Principal upon acceptance.
- 10.9 The Principal may also accept the contractual Service in spite of non-insignificant defects. In this case, the defects shall be recorded in writing and be rectified immediately by the Contractor.
- 10.10 Partial acceptance shall be excluded. The following shall not be regarded as (partial) acceptance: releases or confirmations of Services or parts thereof, concepts or specifications.
- 10.11 The limitation period for defect-based claims shall commence on the date of acceptance. The date of acceptance shall be the date on which the Principal declares acceptance in writing (e.g. by signing the acceptance certificate (Annex 1)). The signature may not unreasonably be withheld.
- 11. Cooperation by the Principal**
- 11.1 To the extent contractually agreed and necessary, the Principal shall assist the Contractor in its performance of the contract.
- 11.2 The Contractor shall be required to request any cooperation by the Principal by giving adequate prior notice and specifying the requested act of cooperation. If the Contractor fails to submit this request, the Principal shall not be in default with cooperation and the Contractor may not invoke undue cooperation. The Principal shall only be held liable for inadequate or late cooperation to the extent that the Principal is responsible in this regard.
- 12. Transfer of Ownership and Passing of Risk**
- 12.1 If the Contractor is required to transfer ownership of tangible goods, ownership shall be transferred without reservation of title, as a matter of principle, as soon as the item is delivered to the Principal. If the Principal is already in possession of the item, ownership shall pass to the Principal when the contract is concluded. If the Contractor shall remain in possession of the item, ownership shall be transferred upon the conclusion of a corresponding constructive possession relationship.
- 12.2 Risk shall pass at the earliest with the transfer of ownership to the Principal. Section 447 of the German Civil Code (BGB) shall not apply.
- 13. Claims Due to Defects**
- 13.1 Within the warranty period, the Contractor shall rectify any defects immediately and in accordance with applicable law.
- 13.2 The following provisions shall apply to any remedy or replacement delivery in a warranty case:
- 13.2.1 The Principal shall have the right to either choose rectification of the defect through remedy or a replacement delivery. The Contractor may reject the form of supplementary performance chosen by the Principal if it entails disproportionate costs.
- 13.2.2 If the Contractor fails to rectify the deviations from the specifications due, especially the agreed specifications, even after twice taking remedial action or making two replacement deliveries, or by failing to take action enabling the Principal to use the particular Service according to the terms of the contract, the Principal may either choose to reduce the remuneration and, if the Contractor is responsible, also demand compensation or reimbursement of its futile expenses, or withdraw from the contract. If the specification has not been agreed on, the Contractor shall assume responsibility for the intended use. Other rights and claims of the Principal shall not be affected.
- 13.3 The Contractor may not demand any separate remuneration for Services it was obligated to perform due to the Principal exercising its warranty rights. If the Contractor asserts a claim for remuneration, the Contractor shall provide reason and prove that the Services were not covered by its legal obligations due to the Contractor exercising its warranty rights.
- 13.4 If the Contractor is in default of performance, the Principal shall be entitled to rectify defects itself at the expense of the Contractor after the unsuccessful expiration of a reasonable grace period granted by the Principal for remedial action. Granting a reasonable period of time is not necessary in cases of special urgency due to pressing needs for immediate action, or if remedying the defect is unacceptable for the Principal.
- 13.5 The Principal shall complain about obvious and hidden defects upon their discovery within a period of fourteen (14) calendar days. Section 377 of the German Commercial Code (HGB) shall not apply in this respect.
- 13.6 The Contractor's liability for defects shall not be affected by the Principal's approval of technical documents and/or calculations of the Contractor.
- 13.7 Section 536b of the German Civil Code shall not apply to software licenses granted on a temporary basis.
- 14. Liability**
- 14.1 The Contractor shall be liable for all damages caused intentionally or negligently by the Contractor, its employees or any commissioned third parties (agents and/or vicarious agents, subcontractors) exclusively to the extent stipulated by law.
- 14.2 The Contractor shall be required to indemnify the Principal for any product liability claims if the Contractor is responsible for the defect causing liability.
- 14.3 The Contractor shall be required to maintain company public and product liability ("Betriebs- und Produkthaftpflichtversicherung") insurance with a cover sum of at least EUR 1 million per case of personal injury / material damage. Upon request, the Contractor shall provide the Principal with documentary evidence (copies) of this insurance policy.
- 14.4 Contractual penalties or lump-sum claims for damages against the Principal shall be excluded.
- 14.5 The Principal shall be liable for simple and slight negligence only in the event of violations of a material contractual obligation and exclusively to the extent of the foreseeable damage. Material contractual obligations shall be obligations whose fulfilment actually enables the proper

implementation of the contract, and on the compliance of which the other Party may normally rely.

14.6 The Principal shall not be liable for indirect damages, especially lost profits.

14.7 If the liability of the Principal is excluded, this exemption shall also apply to the liability of the employees, legal representatives and agents of the Principal.

14.8 Sections 14.5, 14.6 and 14.7 shall not apply to intent and gross negligence, or to damages arising from injuries to life, body or health.

15. Warranty Period / Statute of Limitations

15.1 The limitation period for defects shall be at least twenty-four (24) months. If the legal warranty period is longer, the longer limitation period shall apply instead.

15.2 If Services are subject to acceptance, the limitation period shall commence on the date of acceptance. In other cases, the limitation period shall commence upon delivery to the Principal.

15.3 In cases of defects of title, the limitation period shall not commence until the Principal has become aware of the defect.

15.4 Otherwise, the statutory limitation periods and provisions regarding the commencement of the limitation period shall apply.

16. Third-Party Rights

16.1 The Contractor shall warrant that all Services and Items of Use are free of third party intellectual property rights, and that there are no other third-party rights or laws that restrict or exclude their contractual use. Every Item of Use must have been placed on the market with the approval of the right holder (especially regarding any trademark rights, patent rights and/or copyrights) in a member state of the European Union or a contracting state of the Agreement on the European Economic Area. If such rights are asserted, the Contractor shall, upon first demand, fully indemnify and hold the Principal harmless from and against all third-party claims, including the necessary legal and extrajudicial costs and expenses incurred in this respect, especially attorney fees.

16.2 If the intended use is impaired by intellectual property rights, other third-party rights or legal violations, the Contractor shall be required, at the Principal's option, to either modify the Services or Items of Use in such a way that they are no longer violating third-party rights while still in compliance with the contractual provisions, or to otherwise obtain authorization at the Contractor's own expense that these Items of Use can be used according to the contract without restrictions and without any additional costs for the Principal. If the Contractor fails to exclude adverse effects caused by third-party rights, the Principal shall be entitled to withdraw from the contract, wholly or in part, or demand a reduction of the remuneration. Other rights and claims of the Principal shall not be affected.

17. Prices and Payment Terms

17.1 The remuneration shall cover all Services to be provided by the Contractor, including any granting of rights. Automatic price adjustments shall not apply.

17.2 For the reimbursement of traveling costs, if applicable, the Traveling Expenses Guideline of the ProSiebenSat.1 Group shall apply.

17.3 All prices and costs are net costs excluding VAT. The statutory VAT at the date of invoicing shall apply.

17.4 The Contractor acknowledges that the remuneration offered under the contract represents gross compensation that may

be subject to withholding tax in accordance with the applicable laws of the Federal Republic of Germany, in which case the Principal is obligated to withhold taxes from remuneration in the legally mandated amount and pay these taxes to the competent tax authorities. Upon request by email to withholdingtax@prosiebensat1.com, the Contractor shall receive a tax certificate documenting the amount of withholding tax withheld.

17.5 Insofar as there is a double taxation treaty between the Federal Republic of Germany and the Contractor's country of domicile, and the right to collect tax falls to the Contractor's country, the Contractor may request from the competent German tax authority to be (partly) exempted from or reimbursed for any withholding tax paid, and the Principal shall provide the necessary forms upon request by email to: withholdingtax@prosiebensat1.com.

17.6 It is noted for the sake of clarity that, even if such request has been filed, the Principal remains obligated to withhold withholding tax from payments to the Contractor in the amount required by law, and to pay such withholdings to the competent tax authorities.

17.7 The Contractor shall pay any incurred customs duties, taxes, charges and costs of import in connection with the Order. Material expenditures by the Contractor shall only be reimbursed if this has been agreed on in writing.

17.8 Unless otherwise agreed, the claim for payment of the agreed remuneration shall arise after the Services have been rendered in full, free of defects and, in case of an acceptance requirement, after the acceptance certificate has been issued.

17.9 The payment period shall commence when the Principal receives a correct invoice in accordance with Section 14 of the Value Added Tax Act (UStG). The due date for payment shall be sixty (60) calendar days after the commencement of the payment period. Section 286 (3) of the German Civil Code shall not apply. The Contractor shall grant a discount of three (3) percent if payments are made within fourteen (14) calendar days after the start of the payment period. Payments shall be deemed made on time if the payment order of the Principal is executed within the payment period.

17.10 All payments made by the Principal to the Contractor shall be based solely on invoices. The Principal can only process invoices if they show the reference quoted in the Order (e.g. order number, name of the accepted Offer, etc.); the Contractor shall bear all consequences arising from the failure to fulfil this obligation, especially delays in payment.

17.11 If the Principal fails to pay on time, the Contractor may demand an annual default interest amounting to five (5) percent above the base interest rate of the European Central Bank. The Contractor shall have the right to produce proof of greater, the Principal of lesser damages. The Principal shall only be in default if the Contractor sends a reminder in writing after the due date for payment.

17.12 Payments by the Principal shall not imply acceptance of the Services of the Contractor as being in accordance with the contract.

17.13 The Principal shall have rights of set-off and retention to the extent permitted by law.

17.14 The Contractor shall only be entitled to exercise rights of set-off and retention in respect of the Principal's claims in case of undisputed or legally established counterclaims.

18. Granting of Rights

18.1 Upon creation or acquisition, or upon delivery at the latest, the Contractor hereby grants the Principal an exclusive right of use, unlimited in terms of time, place, manner and scope, in respect of all Items of Use. This right shall extend to all known and unknown types of use, including:

- the right of permanent or temporary reproduction, either wholly or in part, by any means and in any form, for example to load and/or to run, or for other permanent and/or temporary storage on electronic, electromagnetic or optical storage media and any kind of hard drives, RAM, DVD, CD-ROM, memory cards, USB sticks, etc.;
 - the right to distribute the copies on any data medium and in any form, as well as using any other means, including the right to exploit them commercially, also by way of leasing and/or lending;
 - the right of public reproduction either by wired and/or wireless means, especially the right to provide public access in such a way that the work results are available to members of the general public in places and at times of their choice; and
 - the right of translation, editing or other modification and exploitation of versions so produced in the same way as the original items of use themselves.
- 18.2 Insofar as individual elements of the Items of Use (such as image, audio or video files or archives) are based on third-party materials, the Contractor undertakes to procure such elements from public databases, alternatively from the respective rights holder, and to grant a non-exclusive right of use to the Principal to the extent specified in Section 18.1. Whenever possible, a solution that is free of charge for the Principal shall be preferred. The acquisition of rights at the Principal's expense is subject to the prior notification as well as the prior written consent of the Principal. Otherwise, the Contractor shall bear the costs.
- 18.3 The Contractor shall inform the Principal of any limitations to the rights of use, e.g. rights by collecting societies or other right holders, and the Contractor will obtain the Principal's prior written consent for their use.
- 18.4 The Principal shall be entitled to transfer all or some of the above-mentioned rights to third parties, including companies of ProSiebenSat.1 Group, without the further consent of the Contractor, or to separate other simple rights of use therefrom and grant them to third parties.
- 18.5 The Principal accepts rights of use granted with the conclusion of the contract.
- 18.6 The Contractor shall ensure that any moral rights will not be enforced against the Principal.
- 18.7 Any documents provided by the Contractor under the contract (e.g., descriptions, drawings, documentations) become the Principal's property upon delivery.
- 19. Remote Access (e.g. via VPN)**
- If the Contractor applies for access to systems of P7S1 when supplying the agreed Services, the Contractor shall confirm, or respectively agree to, the customary applications, terms of use, confidentiality agreements or the like, as specified by the Principal, which may also include the threat of a reasonable contractual penalty.
- 20. Term and Termination**
- 20.1 If the Parties have agreed on a fixed term, the contract shall end upon the expiry of this period without the need for termination. If the fixed term is longer than one year, the Principal may terminate the contract at the end of a given contractual year with a period of notice of two (2) months.
- 20.2 If no term is agreed in the Order, the contract shall run for an unlimited period and it may be terminated at any time (i) by the Principal with a notice period of fourteen (14) calendar days with effect to the end of the month, and (ii) by the Contractor within the statutory termination period, but at least with a notice period of three (3) months with effect to the end of a month.
- 20.3 The right of the Parties to extraordinarily terminate the contract for good cause shall not be affected. In particular, a contract may be terminated for good cause if:
- one Party cannot reasonably be expected to continue with the contract due to serious or multiple breaches of the contract by the other Party after a written warning about the relevant breaches was given at least once, along with a grace period, and the specific breach of contract is continued or repeated; statutory rights to terminate the contract without a warning shall not be affected; or
 - the financial situation of the Contractor deteriorates during the term to such an extent that the fulfilment of the contract is seriously endangered; or
 - a petition is filed for the institution of insolvency proceedings in respect to the assets of the Contractor, and such petition is not dismissed as unjustified within four (4) weeks, or insolvency proceedings were instituted in respect to the assets of the Contractor or insolvency proceedings were rejected for lack of assets.
- 20.4 If the Principal exercises its right to terminate the contract under Section 648 of the German Civil Code, Section 648 Sentences 2 and 3 shall not apply. The Contractor may demand remuneration for the supplied Service until the effective date of the termination.
- 20.5 All notices of term renewal, termination and declarations of withdrawal shall be effected in writing. If not otherwise stated in the termination, the termination of a Framework Agreement does not affect the validity of Individual Contracts, which shall be continued subject to the terms of the Framework Agreement.
- 21. Confidentiality**
- 21.1 The Contractor shall be required to maintain strict confidentiality concerning all information received in writing, orally or in any other form in connection with the negotiation or performance of the contract. This information shall, in particular, include but is not limited to documents, drafts, plans, data, know-how and any other form of trade secrets.
- 21.2 The Contractor shall use this information solely for the purpose of fulfilling the obligations under the contract. The Contractor shall also be required to ensure through suitable means that its employees, third parties and other persons dealing with this contract and its performance maintain confidentiality.
- 21.3 The obligation to maintain confidentiality shall not apply if the Contractor proves that specific information was already known to the Contractor before the cooperation with the Principal started, if the Contractor received this information from another authorized third party or if the information was generally accessible without the Contractor being responsible for this general accessibility.
- 21.4 The Contractor shall be required to properly store all business and company documents which have been made available, as well as all other written documents relating to the affairs of the Principal (including own records, drafts, etc.) securely. In particular, the Contractor shall ensure that third parties cannot access these documents. During the term of the contract, the documents shall be returned to the Principal upon request. After the termination or expiration of the contract, they shall be returned immediately and without prior request. Any right of retention shall be excluded.
- 21.5 Any confidentiality agreement concluded separately shall not be affected.

22. Data Protection

- 22.1 The Contractor shall be obliged to comply with current applicable data protection regulations, but at least with the provisions of the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG), and to also impose the same obligation on his employees and commissioned third parties.
- 22.2 If and as far as the Contractor is obligated to collect, process, or use personal data on behalf of the Principal in accordance with the contract or is able to access personal data of the Principal - for example through remote access to systems of the Principal - the contracting parties shall conclude a commissioned data processing agreement according to Article 28 of the GDPR.
- 22.3 Subcontractors used by the Contractor during the commissioned data processing agreement shall be approved in writing by the Principal.
- 22.4 If the Contractor is required to exchange data media, he shall be responsible for ensuring that all data on the exchanged data medium is irreparably destroyed so that access to data stored on the exchanged data medium is actually rendered impossible after the exchange. However, data shall only be destroyed if written consent has been given by the Principal.

23. Reference

The Contractor shall only be permitted to use the Principal as a reference with the express written consent of the latter. In particular, the Principal reserves the right to use its names, company logos, registered trademarks or registered designs.

24. Transferability

- 24.1 The Principal shall be entitled to transfer rights and obligations from this contract to companies of the ProSiebenSat.1 Group.
- 24.2 As a matter of principle, the transfer of rights and obligations by the Contractor must be approved by the Principal in writing in order to become legally effective. Absent the Principal's consent, assignments of claims are nevertheless valid, and the Principal may make payment to either the Contractor or third parties with discharging effect.

25. Compliance

- 25.1 The Contractor or its employees and/or agents may not perform any actions through which they may be liable for prosecution on the account of fraud or embezzlement, criminal insolvency offences, restrictions against free competition, giving or taking bribes, corruption or comparable criminal or administrative offences. In the event of violation, the Principal shall be entitled to end all business relations with the Contractor, terminate existing contracts without notice and/or withdraw from all existing contracts. This shall not release the Contractor from the obligation to comply with all laws and provisions relating to the cooperation with the Principal.
- 25.2 In case a cartel authority or a court has ruled in a final decision that the Contractor, in connection with providing the Services, has violated the laws concerning the prohibition of agreements restricting free competition, the Principal shall be entitled to a lump sum claim for damages in the amount of seven (7) percent of the amount as stipulated in the Order. The Contractor shall be permitted to show that a damage has either not occurred or is substantially less than the lump sum claimed by the Principal.

26. Duty to Provide Information

The Contractor shall inform the Principal within a reasonable time about changes in its company form, business address or any material change of ownership. If the Contractor fails to provide this information on time, the Contractor shall be liable for resulting disadvantages and costs. For example, notices and invoices sent to outdated addresses shall be deemed received.

27. Choice of Law and Place of Jurisdiction

This contract, including any non contractual obligations arising out of or in connection with this contract, is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany with the exclusion of the UN Convention on the International Sale of Goods and the provisions of international private law. The place of jurisdiction for any and all legal disputes arising from or in connection with this contractual relationship is Munich (district court or Regional Court I), unless applicable law requires otherwise. The Principal reserves the right to file suit with other competent courts.

28. Final Provision

If individual clauses of these Terms are invalid, the validity of the other clauses shall not be affected.

Annex 1

Acceptance Certificate

Company:		[the Principal]
FAO		Tel.: [phone number]
Address		
		Fax: [fax number]
Phone		
Fax:		[Place], date

Individual Order data:

Order description:	
Order number:	

Notification of:

<input type="checkbox"/> Acceptance	
<input type="checkbox"/> Project completion	
<input type="checkbox"/> Other	

Acceptance restrictions:

Ascertained remaining defects	To be rectified by
<input type="checkbox"/> Enclosed (specify documents above)	

The defect claims of the Principal are not affected.

Date	Signature Name (Management)	Date	Signature Name (Project Manager)
Date	Signature Name (Contractor's Project Manager)	Date	Signature Name (Legal Representative of the Contractor)