

CONVENIENCE TRANSLATION. FOR READING PURPOSES ONLY

Draft Domination Agreement dated April 9, 2025

DOMINATION AGREEMENT

between

- (1) **ProSiebenSat.1 Media SE**, business address: Medienallee 7, 85774 Unterföhring, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Munich under HRB 219439,

– hereinafter referred to as the “**Controlling Company**” –

and

- (2) **Joyn GmbH**, business address: Ridlerstr. 57, 80339 Munich, registered with the commercial register of the local court of Munich under HRB 235362

– hereinafter referred to as the “**Controlled Company**” –

– the Controlling Company and the Controlled Company hereinafter each a “**Party**” and together the “**Parties**” –

Recitals

- (A) The Controlling Company indirectly holds all shares in the Controlled Company through Seven.One Entertainment Group GmbH, based in Unterföhring and registered with the commercial register of the local court of Munich under HRB 168016. The Controlling Company is the sole shareholder of Seven.One Entertainment Group GmbH, which in turn is the sole shareholder of the Controlled Company.
- (B) The Controlling Company and the Controlled Company intend to conclude this domination agreement.

Now, therefore, the Parties hereby agree as follows:

§ 1

Management Authority and Instruction

1. Irrespective of its legal independence, the Controlled Company is subject to the management authority of the Controlling Company.
2. Within the statutory limits, the Controlling Company is entitled, in exercise of its management authority for the business activities of the Controlled Company, to make decisions on business policies, issue general guidelines and issue instructions in individual cases.
3. The individual responsibility of the managing directors of the Controlled Company for compliance with the statutory provisions remains unaffected.

§ 2

Loss Absorption

The provisions of section 302 of the German Stock Corporation Act (AktG), as amended from time to time, apply mutatis mutandis to the absorption of losses (*Verlustübernahme*).

§ 3

Effective Date and Term

1. This agreement is concluded subject to the approval of the shareholders' meeting of the Controlling Company and the shareholders' meeting of the Controlled Company and becomes effective upon its registration with the commercial register (*Handelsregister*) of the Controlled Company.
2. The loss absorption obligation pursuant to § 2 of this agreement shall apply for the first time from the beginning of the financial year of the Controlled Company in which this agreement becomes effective pursuant to para. 1. Otherwise, the provisions of this agreement shall apply as from the effectiveness of this agreement pursuant to para. 1.
3. This agreement is concluded for an indefinite period. This agreement may be terminated by each party with a notice period of two (2) weeks to the end of a month.
4. The right to terminate this agreement for good cause (*wichtiger Grund*) without observing a notice period remains unaffected. Good cause is deemed to exist in particular in the event of the merger, spin-off or liquidation of the Controlled Company or the Controlling Company, as well as the transfer of the Controlled Company or of an interest of more than 50% of the capital or voting rights in the Controlled Company.

5. The notice of termination must be in writing.

§ 4
Final Provisions

1. This agreement contains all provisions agreed upon between the Controlling Company and the Controlled Company in relation to the domination and absorption of losses. There are no ancillary agreements and they shall not be valid.
2. Amendments and supplements to this agreement must be made in writing unless a stricter form is required by law.
3. References to statutory provisions are made to the respective statutory provisions in the respective applicable version.
4. If any provision of this agreement is or becomes invalid and/or unenforceable in whole or in part, the validity or enforceability of the other provisions under this agreement remains unaffected. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the economic content of the invalid or unenforceable provision. The same applies to any gaps in the agreement.
5. The costs of this agreement shall be borne by the Controlling Company.

Unterföhring, [●] 2025

Munich, [●] 2025

ProSiebenSat.1 Media SE

Joyn GmbH

by:

by:

[Name]

Member of the Executive Board

[Name]

Managing Director

[Name]

Member of the Executive Board

[Name]

Managing Director