

CONVENIENCE TRANSLATION OF THE GERMAN ORIGINAL

DOMINATION AGREEMENT

between

- (1) **ProSiebenSat.1 Media SE**, business address: Medienallee 7, 85774 Unterföhring, registered in the Commercial Register (*Handelsregister*) of the Local Court (*Amtsgericht*) of Munich under HRB 219439,

– hereinafter the "**Controlling Company**" (*herrschende Gesellschaft*)–

und

- (2) **Joyn GmbH**, business address: Ridlerstr. 57, 80339 Munich, registered in the Commercial Register (*Handelsregister*) of the Local Court (*Amtsgericht*) of Munich under HRB 235362

– hereinafter the "**Controlled Company**" (*abhängige Gesellschaft*) –

– the Controlling Company and the Controlled Company hereinafter each a "**Party**" and collectively the "**Parties**" –

Recitals

- (A) The Controlling Company indirectly holds, through Seven.One Entertainment Group GmbH with its registered office in Unterföhring, registered in the Commercial Register (*Handelsregister*) of the Local Court (*Amtsgericht*) of Munich under HRB 168016, all shares in the Controlled Company. 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 enter into this domination agreement (*Beherrschungsvertrag*).

Now, therefore, the Parties agree as follows:

§ 1

Management and Instructions (*Leitung und Weisung*)

1. Without prejudice to its legal independence, the Controlled Company submits itself to the management by the Controlling Company.
2. The Controlling Company shall be entitled, within the limits of the law, to take decisions on business policy, issue general guidelines and give instructions on a case-by-case basis in the exercise of its management authority for the business activities of the Controlled Company.
3. The individual responsibility of the managing directors of the Controlled Company for compliance with statutory provisions shall remain unaffected.

§ 2

Assumption of Losses (*Verlustübernahme*)

The provisions of § 302 of the German Stock Corporation Act (AktG) in its respectively applicable version shall apply mutatis mutandis to the assumption of losses.

§ 3

Effectiveness and Term of the Agreement (*Wirksamwerden und Vertragsdauer*)

1. The Agreement is concluded subject to the approval of the general meeting of the Controlling Company and the shareholders' meeting of the Controlled Company and shall become effective upon entry in the commercial register of the Controlled Company.
2. The obligation to compensate losses 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 the Agreement becomes effective pursuant to paragraph 1. In all other respects, the Agreement shall apply from the time at which the Agreement becomes effective pursuant to paragraph 1.
3. The Agreement is concluded for an indefinite period. The 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 shall remain unaffected. Good cause shall include in particular the merger, demerger or liquidation of the Controlled Company or the Controlling Company, as well as the transfer of the Controlled Company or of a participation of more than 50% of the capital or voting rights in the Controlled Company.
5. Any termination must be made in writing.

§ 4
Final Provisions (*Schlussbestimmungen*)

1. This Agreement contains all provisions agreed between the Controlling Company and the Controlled Company relating to the domination and assumption of losses. No ancillary agreements exist in this regard and shall have no validity.
2. Amendments and supplements to this Agreement shall be made in writing, unless a stricter form is required by law.
3. References to statutory provisions shall refer to the referenced statutory provisions in their respectively applicable version.
4. Should any provision of this Agreement be or become wholly or partially invalid and/or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. Any invalid or unenforceable provision shall be replaced by such valid and enforceable provision that comes as close as possible to the economic substance of the invalid or unenforceable provision. The same shall apply in the event of gaps in the Agreement.
5. The costs of this Agreement shall be borne by the Controlling Company.

Unterföhring, 22.07.2025

Munich, 23.07.2025

ProSiebenSat.1 Media SE

Joyn GmbH

by:

by:

 Hubertus Habets
 Member of the Executive Board

 Katharina Frömsdorf
 Managing Director

 Martin Mildner
 Member of the Executive Board

 Nicole Agudo Berbel
 Managing Director