

General Terms and Conditions of Business for the Advertising and Marketing Services of The Walt Disney Company (Germany) GmbH

General Provisions

1. Subject of the contract and scope of application

1.1. The Walt Disney Company (Germany) GmbH, Lilli-Palmer-Straße 2, 80636 Munich, Germany (hereinafter referred to as “TWDC”), offers the advertising and marketing services described below in its own name and for its own account. TWDC uses third parties at its own discretion for the purposes of providing the contractual services.

1.2. These General Terms and Conditions of Business for the Advertising and Marketing Services of the Walt Disney Company (Germany) GmbH (hereinafter referred to as “these Terms and Conditions”) shall apply to all contractual relationships for the provision of the services described herein.

1.3. General Terms and Conditions of Business of any contractual partner of TWDC (hereinafter referred to as “the Customer”) shall not apply and their application is already expressly excluded in advance.

1.4. The Customer shall be responsible for the Customer’s advertising material to comply with the Disney Brand Ad Guideline and the applicable legal requirements; this shall also apply to advertising material being created, developed or produced by TWDC.

1.5. Any subsequent amendment agreements to these Terms and Conditions must be in writing. Any individual agreements with the Customer shall take precedence over these Terms and Conditions.

1.6. TWDC shall be entitled to amend these Terms and Conditions at any time with effect for future contractual relationships. The version of these Terms and Conditions that was presented at the conclusion of the contract or, if no version of these Terms and Conditions was presented, the version of these Terms and Conditions that was published on TWDC’s website at www.disneymedia.de at this time, shall always apply.

1.7. TWDC shall further be entitled to subsequently change these Terms and Conditions unilaterally, by giving written notification, as a result of changes in the law or measures by the broadcasting and media supervisory authorities, or due to modified technical standards, which TWDC is legally obliged to implement, subject to having due regard for the Customer’s interests. Any change shall take effect six weeks after receipt of the notification, provided the Customer does not object to the change.

1.8. Moreover TWDC shall also be entitled to change these Terms and Conditions unilaterally by notifying the change(s) to these Terms and Conditions and sending an amended version of these Terms and Conditions in written form. Any change shall take effect six weeks after receipt of the notification containing the changed provisions, as long as the Customer does not object to the change. In the notification TWDC shall advise the Customer that if it continues to use services without objecting to the changes for more than six weeks after receiving the notification, then it shall be deemed to have accepted such changes. If the Customer objects to the changes, either Party shall be entitled to terminate existing contracts by giving six weeks’ notice.

1.9. 1.6–1.8 shall apply accordingly for the Disney Brand Ad Guideline.

1.10. In addition, TWDC’s Product Placement Guideline shall apply to product placement.

1.11. In addition, any other relevant advertising guidelines shall apply.

2. Conclusion of a contract

2.1. Except where otherwise agreed or declared, offers by TWDC, regardless of whether they are written, verbal or in text form, shall be non-binding and merely constitute an invitation to the Customer to make an offer.

2.2. In the event that the Customer makes an offer by placing an order, a contract is concluded once its order has been confirmed by TWDC in writing; alternatively, an offer can also be accepted through the fulfilment of the order. In the case of a booking via an electronic booking system, TWDC shall either send an electronic booking confirmation or shall accept the booking by means of a corresponding status change in the booking system that can be viewed by the Customer.

2.3. Where advertising orders are placed by agencies acting on behalf of third parties, TWDC shall be entitled to refuse to fulfil them until the agency names its customer. TWDC shall be entitled to ask agencies for proof that they were appointed to act on behalf of their customer and to withhold its own services until such proof has been provided. TWDC reserves the right to contact the agency's customer directly and to submit the booking confirmations to the same.

2.4. Where agencies are not expressly acting as their customer's representative with a corresponding proof of power of attorney, the agency shall be invoiced as the debtor. In the event that the agency is invoiced, upon concluding the contract the agency shall already assign any payment claims against its customer arising from the respective booking to TWDC to secure TWDC's entitlements to a consideration and TWDC shall accept this assignment. If the assigned claims exceed the entitlements to a consideration that are to be secured by 150% or more, the agency shall be entitled to ask TWDC to release the security interests up to the aforementioned threshold. Where TWDC holds a number of assigned claims it may decide at its sole discretion which assigned claims shall be released.

2.5. The Customer may only transfer advertising services to a third party with TWDC's express and prior written consent. The same shall apply to instances in which goods, services or any other offerings are being advertised in advertising material by several companies ("Tie-in Advertising"). In this case the Customer must name all the advertisers. TWDC shall be entitled to levy a tie-in surcharge amounting to 20% (twenty per cent) in the event of two advertisers or 30% (thirty per cent) in the event of three or more advertisers. For the avoidance of doubt the Parties hereby stipulate that the tie-in surcharge shall be levied on the entire remuneration agreed for the use of the advertising material. The party with which the contract for the provision of the Tie-in Advertising has been concluded shall be the sole payment debtor for the entire remuneration.

2.6 TWDC shall grant a 50% (fifty per cent) discount for broadcasting a mandatory reference to the composition of OTC products within the meaning of section 4 (3) of the German Medicines Act [*Heilmittelwerbeengesetz* (HWG)] in the case of advertising for pharmaceutical products. This shall only apply to cases where the mandatory reference complies with the standard recommended by the German Medicines Manufacturers Association [*Bundesverband der Arzneimittel-Hersteller* (BAH)] or the German Advertisers Association [*Organisation Werbungtreibende im Markenverband* (OWM)] (namely white text on a grey background; four seconds' duration).

Special Provisions

3. Special provisions for television advertising

3.1. Types of television advertising

3.1.1. An "advertisement" is a film of at least five seconds' duration in which a product or a service is promoted in an advertising slot during or in between television programs.

3.1.2. "Product placement" is mentioning or showing the goods, services, names, trademarks or activities (hereinafter referred to as the "Product" or "Products" respectively) of a manufacturer or a supplier of products in the production chain with the aim of promoting sales.

3.1.3. A "special advertising format" (also referred to as "Special Ad") is any form of advertising that is not a classic advertisement in the narrower sense or a product placement.

3.2. Delivery of material for advertisements and special advertising formats

3.2.1. The Customer must deliver the material needed for the broadcast (including schedules and station copies), in a technically satisfactory form that meets all TWDC's technical specifications, at least seven working days (Monday to Friday, excluding Saturday, Sunday and statutory public holidays in Bavaria) before the scheduled run date and during TWDC's normal business hours (between 9:00 a.m. and 6:00 p.m.).

3.2.2. If the material needed for the broadcast is obviously defective or damaged, TWDC will inform the Customer of the fact and the Customer must promptly deliver material that is free of damage or defect. TWDC shall not be obliged to inspect and reject the material needed for the broadcast. No rights may be derived from the absence of an inspection and/or rejection.

3.2.3. Advertisements in SD format will first be converted to HD resolution due to the transmission format in HD television (1080i/25). In the case of transmission via SD channels (e.g. DVB-T, SD satellite) the HD signal will be converted to SD format.

3.2.4. If a broadcast with a contractually binding run date cannot take place because the Customer failed to deliver material that was of broadcast quality (particularly if this was due to the material being obviously defective or damaged) within the time frame specified in Clause 3.2.1, then TWDC shall be released from its obligation to perform the contract without losing its claim to remuneration. Any other revenues shall be deducted from the remuneration claim.

3.3. Delivery of products for product placement

3.3.1. The Customer shall be obliged to deliver the product(s) to be placed, free of defects, by the agreed date and to the agreed place.

3.3.2. The program scheduling shall be the sole responsibility of the broadcaster, which may reschedule the run date of the production at any time due to technical broadcasting issues and/or cancel the transmission of the production. If the run date is rescheduled and/or cancelled altogether, any claims on the part of the contractual partner against the broadcaster shall be excluded, irrespective of the legal grounds.

3.3.3. The Customer shall bear the costs and risks of delivering the product. The Customer shall be solely responsible for ensuring compliance with all transportation regulations and for obtaining all import and export licenses. The same shall apply for transporting the product away from the broadcaster if the product is not used up or if it is assigned to a new owner.

3.3.4. The Customer shall indemnify TWDC as well as the production companies – within the meaning of a genuine contract for the benefit of third parties – on first demand from any damages, costs (including reasonable legal defence costs) and third-party claims arising from defects of the product.

3.3.5. At TWDC's request, the Customer shall arrange adequate insurance cover for the product. The costs of the insurance cover shall be borne by the Customer.

3.4 Broadcasts of programs in which products are placed

3.4.1 With regard to the deferral of run dates for product placement, Clauses 5.4 to 5.6 shall apply. If no price groups have been defined, the run time and weekday shall be deemed to constitute the "price group".

3.4.2 TWDC shall not guarantee protection against competition for product placement, not even within a program.

3.5. Broadcasts of transmissions involving special advertising formats

3.5.1 With regard to the deferral of broadcasting dates for special advertising formats, particularly transmissions in which cash or non-cash prizes are offered by the Customer, or by TWDC on behalf of the Customer, Clauses 5.4 to 5.6 shall apply. If no price groups have been defined, the broadcasting time and day of the week shall be deemed to constitute the "price group".

3.5.2 TWDC shall not guarantee protection against competition for special advertising formats, particularly promotional competitions, not even within a program.

3.5.3 Consumer data generated in relation to promotional competitions shall belong exclusively to TWDC and/or to the companies affiliated with TWDC. The Customer shall be responsible for providing and delivering competition prizes. Competition prizes must be delivered no later than four weeks before the end of the competition.

3.5.4 If, by way of exception, consumer data is collected by TWDC on behalf of the Customer, e.g. during promotional competitions, the data concerning winners shall be forwarded to the Customer promptly and the Customer shall be solely responsible for handling any prize notifications and shall indemnify TWDC – within the meaning of a genuine contract for the benefit of third parties – against any third-party claims arising from the running of promotional competitions or other reward offers.

4. Special provisions for online advertising

4.1. Online advertising commissions generally require a lead time of ten working days if the advertising material contains other special features. For other types of online advertising a lead time of seven working days is sufficient.

4.2. Advertising material shall be delivered by the Customer. For advertising material in Universal Advertising Package (UAP) format, TWDC requires at least five working days from the time of delivery to examine and integrate it, provided the advertising material complies with any other agreed specifications. The same applies for advertising material in Rich Media Format.

4.3. Where advertising material is not delivered in a form that meets the requirements set out in Clause 4.4, this shall be deemed to constitute a default in delivery. In the event of a default in delivery TWDC shall be released from its obligation to perform the contract without losing its claim to remuneration; any other revenues shall be deducted from the remuneration claim. If the Customer is obliged to deliver more than one kind of advertising material and there is a default in delivery within the meaning of sentence 1 in respect of one or more kinds of such material, then TWDC shall endeavour to execute the order with the advertising material that has been delivered, but shall retain its full remuneration claim; any other revenues shall be deducted from the remuneration claim. If the Customer commissions a so-called "ad bundle", the failure to deliver one or more kinds of advertising material shall be deemed to constitute a default in delivery.

4.4. The advertising material must be sent in accordance with the currently applicable technical specifications for online advertising as well as the self-regulatory framework of telemedia providers in relation to usage-based online advertising.

4.5. In the event that advertising material is delivered belatedly, then the agreed ad impressions (the number of times the respective advertising material is called up), referrals (the forwarding of users who have clicked on the respective advertising material) and other KPIs (key performance indicators) shall be reduced on a pro rata temporis basis in proportion to the overall campaign period. TWDC shall retain its full remuneration claim; any other revenues shall be deducted from the remuneration claim.

4.6. The Customer may request in writing that the advertising material be delivered as part of an order by third parties rather than by TWDC's Ad Server ("Third-Party Server Ads"). The request must include all relevant documentations and information in accordance with this clause and be placed with a lead time of ten working days. Requests shall be evaluated on a case-by-case basis and TWDC reserves the right to reject requests at its own discretion.

Third-Party Server Ads allowed by TWDC must fulfil the following conditions:

- a) The tags of the Ad Server must be implemented in such a way that they are fully functional;
- b) Online advertising must no longer be changed after its release without TWDC's prior written consent;
- c) Compliance with all technical standards or other specifications of TWDC about speed and/or size; and
- d) the Customer must ensure that the third party responsible for controlling the servers where the advertising material is located is responsible for providing accurate information at least about the same statistics typically provided by TWDC, to both the Customer and to TWDC and for disclosing the applicable methods for measuring the advertising delivery.

If a Third-Party Ad Server is unable to deliver the advertising material, the Customer must promptly inform TWDC and TWDC shall be entitled to deem the order as having been cancelled by the Customer pursuant to Clause 9.

4.7. Unless otherwise agreed, TWDC shall report on and invoice the delivery of the advertising material on a monthly basis. To this end impressions and click rates (the frequency of interactions with advertising material, i.e. how often it has been clicked on) shall be the sole criteria used and disclosed to the Customer, unless otherwise agreed. The Customer acknowledges that it shall have no claim to additional information (other than) about impressions and click rates.

4.8. The Customer must disclose any technology developed or employed to collect information about online behaviour or activities to TWDC (e.g. tags, pixel, JavaScript, browser-based cookies, flash-cookies, other cookies, Web Beacons) ("tracking technology"), which the Customer uses to record user information or interactions on any platform marketed by TWDC, including user clicks or other interactions with any Disney website. TWDC shall be entitled to approve or reject the use of this tracking technology in its own interest at any time. If approved, the Customer may use the tracking technology only for the purpose of measuring

conversions, but not for retargeting users or for adding data to a user's non-public profile. The Customer may insert aggregated, anonymized data acquired by its own cookie in the Customer's aggregated (i.e. combined with data of numerous other advertisers) network statistics, which were obtained by the Customer's web servers, provided that these aggregated reports are used only to continuously advance the Customer's business, and further provided that the Customer may not disclose these data to third parties in a manner that would make TWDC identifiable for that party.

The Customer warrants that using tracking technology on a platform marketed by TWDC does not violate any applicable laws, especially data privacy laws, and will not lead to any breach of applicable law, especially data privacy laws, by TWDC either.

4.9 If TWDC approves the collection of personal data, the Customer shall ensure and guarantee that personal data shall only be collected in accordance with statutory provisions. In particular, the Customer shall ensure and guarantee only proceeding to use tracking technologies and place cookies in accordance with statutory provisions. The Customer agrees (and ensures that its service providers also agree) to provide a data privacy statement on its/their website that (a) complies with applicable law, (b) accurately discloses the collection, use and disclosure practices of this website/these websites, and (c) discloses the use of one or several third parties for advertising delivery. The Customer further agrees that its Third-Party Server Ads provide users with a link to the opt-out website of the European Interactive Digital Advertising Alliance at www.youronlinechoices.eu, so that users receive notification of the use of cookies that link to additional information, at the user's request, which accurately discloses the use of cookies (including cookies for interest-based online advertisement) and control options for users (through data privacy statements or otherwise). The Customer and its service providers agree to act in accordance with the terms and conditions of their data privacy statement and the EASA Best Practice Recommendation on Online Behavioural Advertising and the Self-Regulatory Principles of the IAB Europe (or the regulations and guidelines replacing them, as published from time to time) in conjunction with its and their activities under this contract. Any failure by the Customer or by any of its service providers to comply with these obligations under this Clause 4.9 shall entitle TWDC to cancel any order effective immediately by giving extraordinary notice. This Clause 4.9 shall not be intended to limit the Customer to use aggregated user data only for the purpose of internal medial planning (but not retarget users), or (if the Customer is an agency) to disclose qualified evaluations of aggregated user data to its customers and potential customers for media planning purposes.

4.10. The Customer must check the advertising material independently; in particular, it must ensure that the links to the Customer's website provided to TWDC are working and that these websites are available. TWDC shall not be obliged to carry out such checks. Nor shall TWDC be obliged to check the quality of the advertising material, e.g. in terms of the colouring or the completeness of animations, audio output or the like.

4.11. If the Customer is of the opinion that the advertising material is not being presented correctly or is not working as intended, then the Customer must inform TWDC without delay, and in any case no later than within three days after the start of the campaign, if the fault was already present at the start of the campaign. In other cases the Customer must inform TWDC as soon as it has become aware of a fault. If TWDC has not caused these faults, it shall be entitled to make any adjustments contingent upon the Customer's acceptance of the costs, based on the current price list.

4.12. If a specific number of ad impressions over the course of the campaign was agreed, then TWDC shall make a reasonable effort to achieve this number of ad impressions. In the absence of any agreements to the contrary, TWDC shall be entitled to determine the specific placement and rotation of the advertising material itself.

4.13. If the agreed number of ad impressions is not achieved while the campaign is running, TWDC, unless the Customer requests otherwise, shall be entitled to broadcast the advertising material beyond the campaign period without additional remuneration, until the agreed number of ad impressions has been achieved.

4.14. Under no circumstances shall the Customer be entitled to a reduction in compensation due to a shortfall in the number of ad impressions.

4.15. If, after services described in these Terms and Conditions have been commissioned, advertising material is changed by the Customer (including re-direct, etc.), or if data to which advertising material is linked is subsequently changed by the Customer, TWDC shall be entitled to suspend the further execution of the order. TWDC shall resume the execution of the order once the Customer has reversed the change. At the Customer's choice, services provided between the times of the change and the suspension shall either be offset against the agreed ad impressions, referrals and/or other KPIs, or else

TWDC will continue the service in respect of the ad impressions, referrals and/or other KPIs provided at the time of the change in return for appropriate additional remuneration. In either case the Customer shall be obliged to pay for services provided between the times of the change and the suspension.

4.16 2.6 of these Terms and Conditions shall not apply.

Common Provisions for Television Advertising and Online Advertising

5. Use of Advertising Material

5.1 Each time the Customer provides advertising material it must simultaneously provide any information necessary for settling accounts with royalty-collecting societies, such as GEMA [for German music copyrights], particularly any publishers, composers, producers, titles and snippets of any pieces of music used.

5.2 Unless expressly warranted, information regarding broadcasting and placement times, URLs, advertising spaces, dates, and the technical control of online advertising and advertising blocks shall be non-binding and shall be subject to the sovereignty of TWDC. To this extent they are non-binding planning measures. TWDC shall endeavour to ensure that any wishes the Customer might have with regard to run times are taken into account.

5.3 Unless binding broadcasting or placement times, URLs, advertising spaces, dates or advertising blocks have been agreed, TWDC shall use the advertising material within the price group that was booked and may especially vary the broadcasting times, URLs and advertising spaces within a particular price group. TWDC shall inform the Customer accordingly.

5.4 Where binding broadcasting or placement times, URLs, advertising spaces, dates, or the technical control of online advertising or advertising blocks have been agreed, any adjustment shall generally require the Customer's prior consent.

5.5 In the case of merely slight adjustments that are reasonable for the Customer, consent pursuant to 5.4 may be dispensed with. In particular an adjustment shall be deemed to be slight if it occurs within the same price group and does not entail a substantial deviation from the time that was originally planned.

5.6 Consent pursuant to 5.4 may also be dispensed with if TWDC changes the planned order of a broadcaster's programs or the agreed run date due to current events, for serious technical reasons beyond TWDC's control, or owing to force majeure, a strike or statutory provisions. Any adjustment shall only occur within the same price group. TWDC shall inform the Customer accordingly.

5.7 The program schedules shown in the sales documentation are not conclusive and TWDC shall be entitled to offer additional advertising blocks and advertising spaces.

5.8 Protection against competition shall not be guaranteed, not even within individual advertising blocks or within an individual website.

5.9 TWDC shall provide the Customer with proof that the advertisement was run, provided this did occur, on a monthly basis. This may also occur by means of providing logs in an electronic booking system.

5.10 Insofar as the parties are in dispute about the completeness or accuracy of the statistical information, the data provided by TWDC (e.g. with regard to the ad impressions and the click rate) shall be deemed to be binding for the invoices. This shall also apply to Third-Party Server Ads, unless TWDC is apparently at fault.

6. Checking and rejecting advertising

6.1 TWDC shall not be obliged to look at or review the advertising material, or to check it from the point of view of substantive, legal or other considerations, prior to the conclusion of the contract.

6.2 Both before and after a commission to provide the services described in these Terms and Conditions, TWDC reserves the right to refuse to run the advertising, whether in whole or in part, if TWDC, after a reasonable evaluation of the circumstances, is of the opinion that the advertising material is in breach of legal or administrative provisions, and in particular in breach of the applicable common advertising guidelines of the state media authorities, third-party rights or accepted standards of public decency, or if it does not comply with the technical and substantive requirements of these Terms and Conditions (particularly the Disney Brand Ad Guidelines and other annexes). Any rejection of advertising material shall be promptly notified to the Customer.

6.3 If the advertising material is merely unsuitable for the run times of the price group that has been booked, consent this advertising can be broadcast in another price group with the Customer's. Should the Customer withhold its consent, TWDC shall be entitled to withdraw from the contract.

6.4 If the advertising material was rejected by TWDC pursuant to Clause 6.2 and Clause 6.3 is not relevant, the Customer shall be obliged to deliver, within a reasonable grace period set by TWDC, advertising material that complies with the respective legal or administrative provisions as well as the technical and substantive requirements of these Terms and Conditions.

6.5 Should the Customer fail to deliver advertising material that complies with the respective legal or administrative provisions as well as the technical and substantive requirements of these Terms and Conditions within the aforementioned reasonable grace period following the notification of the rejection, TWDC shall be entitled to withdraw from the contract. If the Customer is to blame for the withdrawal, it shall be obliged to compensate the damage incurred, particularly the agreed remuneration, by offsetting other income against the booked advertising.

6.6 Should it transpire that the advertising material does comply with the respective legal or administrative provisions as well as the technical and substantive requirements of these Terms and Conditions after all, and that at the time of the decision TWDC made an incorrect evaluation through mere negligence, then TWDC shall be entitled to schedule an alternative broadcast or placement within the same price group and to notify the Customer of this. If the Customer objects to the alternative broadcast or placement, both Parties shall be entitled to withdraw without either one being obliged to pay compensation for damages.

6.7 If the rejection by TWDC occurs for reasons for which the Customer is not responsible, then the Customer may withdraw from the contract and demand the reimbursement of any advance payments made for the specific broadcast or placement.

6.8 For the avoidance of doubt the Parties shall note that the provisions in this section shall only apply if the Customer has delivered the advertising material before the expiry of the delivery deadlines specified in these Terms and Conditions. If the Customer has not delivered the advertising material until after the expiry of these delivery deadlines, then the provisions on late delivery in the sections "Television advertising" and "Online advertising" shall take precedence. If the Customer has delivered the advertising material before the expiry of the reasonable grace period in line with the case set out in Clause 6.4, but the redelivery was made after the expiry of the delivery deadlines specified in these Terms and Conditions, the grace period that has been set shall be the definitive deadline.

7. Third-party complaints about an advertisement

7.1 If third parties should claim to or bring an action against TWDC or against the Customer on the grounds that an advertising material is in breach of legal or administrative provisions, and in particular is in breach of the applicable common advertising guidelines of the state media authorities, third-party rights or accepted standards of public decency, or on the grounds that it does not comply with the technical and substantive requirements of these Terms and Conditions (particularly the Disney Brand Ad Guidelines, the Online Advertising Guidelines and other annexes) (hereinafter collectively referred to as the "Action"), the Customer undertakes to (a) promptly inform TWDC, setting out the full details and sending the related correspondence, (b) give TWDC its opinion on how it assesses the matter, disclosing whether it has already been faced with similar situations in the past and how it dealt with them at that time and (c) issue a statement on how it would like to handle the Action.

7.2 The contracting Parties undertake to promptly contact one another and consider on how to proceed. Furthermore, the contracting Parties shall inform one another who will respond to the Action and in what way.

7.3 The Customer shall provide TWDC, in good faith and at its own expense, with all the information that is necessary to consider and to decide how to proceed.

7.4 TWDC shall accept no liability as to the lawfulness, appropriateness and/or success of any approach proposed by TWDC and/or any legal assessment made by TWDC.

7.5 Prior to considering how to proceed, the Customer undertakes to refrain from responding to the Action or otherwise entering into contact with the opposing party with regard to this matter, and to refrain from making any statements and/or admissions.

7.6 By way of derogation from 6.2, TWDC shall take full control of the Action, if the Action relates to intellectual property rights allocated to TWDC.

7.7 If the outcome of the Action should be that the advertising material is in breach of legal or administrative provisions, and in particular is in breach of the applicable common advertising guidelines

of the state media authorities, third-party rights or accepted standards of public decency, or that it does not comply with the technical and substantive requirements of these Terms and Conditions (particularly the Disney Brand Ad Guidelines and other annexes), then the provisions in 6.2–6.5 shall apply accordingly. For the purposes of this provision, the outcome of the Action shall be deemed to be any enforceable decision by a court, an authority or a voluntary self-regulation body against TWDC or the Customer (including a provisional decision). The same shall apply if, due to the likely adverse effects, TWDC cannot be reasonably expected to wait for a decision; this is particularly the case if TWDC itself is likely to suffer adverse financial effects.

7.8 After TWDC has received notification of the Action or after the Customer has been informed of an Action, TWDC shall be entitled to suspend the further broadcasting or placement of the advertising material at any time.

8. Warranty

8.1 The advertising service provided by TWDC must be promptly checked by the Customer and obvious defects must be reported without delay. Non-obvious defects must be notified within two weeks. Failure to make such a notification within the prescribed time limits shall result in the expiry of the claims on the grounds of defect, with the exception of claims for damages, insofar as the damage was caused by gross negligence or intent on the part of TWDC or its vicarious agents.

8.2 TWDC shall first be entitled to remedy the defect, provided this is reasonable for the Customer. The Customer shall only be entitled to assert additional claims, if the subsequent performance is unsuccessful at least twice or more, or if the subsequent performance does not occur within a reasonable period of time.

9. Change in booking, cancellation

9.1 Either Party shall be entitled to cancel the order for the provision of services described in these Terms and Conditions, in whole or in part, up to six weeks before the first run date without giving any reason. In the event of a partial cancellation, if the Customer previously received a volume discount and the qualifying threshold for the discount is no longer reached, the price shall be increased in accordance with TWDC's price lists. This cancellation option shall not apply to the Customer in the case of advertisements of over 90 seconds' duration. In addition, the Customer shall be entitled to rebook the run date up to ten working days before the advertising material is run subject to availability at TWDC.

9.2 If the Customer informs TWDC after the six-week period has expired that it no longer wants an order, then TWDC shall strive to ensure that the provision of the commissioned service does not occur, by maintaining the normal course of business. TWDC shall retain its entitlement to remuneration in this case; in derogation from this, the following arrangement regarding the remuneration entitlement shall apply in the case of online advertising:

- up to 4 (four) weeks before the start of the campaign no remuneration payment shall be made;
- up to 2 (two) weeks before the start of the campaign 50% of the remuneration;
- up to 1 (one) week before the start of the campaign 75% of the remuneration;
- up to 3 (three) working days before the start of the campaign 80% of the remuneration;
- up to 0 (zero) working days before the start of the campaign 100% of the remuneration;

9.3 The provisions set out above shall not apply to special advertising formats or product placement.

9.4 The option to cancel for good cause shall remain unaffected.

10. Remuneration

10.1 Unless remuneration has been expressly agreed, the price lists of TWDC valid at the time of the contract conclusion shall apply.

10.2 All prices are stated in euros and exclusive of statutory VAT. They do not include any costs for the production of advertising material, which shall be calculated separately.

10.3 The Customer shall be responsible for any royalties incurred for any use of copyright and neighbouring rights that are due to collecting societies as a result of the advertising material that has been broadcast or placed, and shall indemnify TWDC (within the meaning of a genuine contract for the benefit of third parties) against any such claims on first demand.

10.4 TWDC shall be entitled to change the prices for the provision of services described in these Terms and Conditions at any time. Unless expressly agreed otherwise, new prices shall also enter into force immediately for current orders. In the event of a price increase the Customer shall be entitled to

re-book the order or withdraw from the order in writing within three days after the respective notification by TWDC.

10.5 TWDC shall grant the Customer discounts in accordance with the price lists applicable at the time of contract conclusion. Any additional discounts must be agreed on a contract-by-contract basis.

10.6 TWDC reserves the right to grant agencies a discount amounting to 15% of the invoice amount (excluding VAT) prior to the deduction of cash discounts but after the deduction of any other discounts. In the absence of a respective agreement in an individual contract there shall be no entitlement thereto.

10.7 If the Parties agree on discounts for companies affiliated with the Customer, then in the absence of an agreement to the contrary, any such discount shall cease to apply, as soon as the affiliated company no longer holds a majority interest (over 50% of the shares) in the Customer or the Customer no longer holds a majority interest (over 50% of the shares) in the affiliated company. Any supplementary claims must be settled promptly by the Customer. The Customer shall be obliged to inform TWDC of any changes in the shareholdings insofar as that would result in the discount no longer being applicable.

10.8 Advertising material that has been run shall be paid monthly in advance. Payments received within ten days of the invoice date shall be granted a 2% cash discount, provided payment is made at least three working days before the first run and provided the Customer is not in arrears with any other payments.

10.9 The Customer shall be deemed to be in arrears, without any requirement to issue it a reminder, if payment has not been made within fourteen days of receiving the invoice. The Customer shall bear any costs for payment transactions or payment reversals or similar occurrences.

10.10 TWDC shall be entitled to withhold the contractually agreed performance, if the Customer has not settled the payment that is due three working days before the run date at the latest, or if the Customer is in arrears. This shall not apply, if the Customer declares that the amount due is to be offset against the Customer's indisputable or court-ordered claims, or if the Customer itself is entitled to a right of retention and asserts this no later than three working days before the advertising material is run.

11. Rights of use

11.1 Upon the conclusion of the contract the Customer shall grant TWDC the free, non-exclusive right to use the advertising material in accordance with the contract. TWDC shall be entitled to transfer granted rights to vicarious agents and third parties involved in fulfilling the contract.

11.2 In the case of television advertising, the broadcasting right, in particular, for all of the respective transmission areas shall be granted, without any restriction in respect of the transmission technology, transmission paths or distribution media used, such as satellite, terrestrial transmission, cable transmission (including cable retransmission and the necessary sublicense rights for the retransmitting cable operators), as well as the right to make material available to the public, especially by means of the Internet Protocol, irrespective of the transmission technology used – including UMTS, LTE, DSL and fibre optics – and the terminal devices used for watching/listening – including television sets, games consoles, computers, laptops, tablets and mobile telephones – including live or delayed streaming or downloading, either in return for a fee or free of charge, and with the inclusion of other advertising material, as in television broadcasting. Where advertising material within television programs is also made available by TWDC as video-on-demand or other on-demand offers, this right shall be included, especially in the case of advertising in advance publications. The sole exceptions to this are the rights for broadcasting granted to GEMA and GVL, including online use accompanying programs. However, the Customer must clarify the issue of the authorization to use music in connection with advertising material (film rights and/or master rights and synchronization rights) with the holders of the rights of use at its own responsibility and costs, and where necessary provide proof of authorization in an appropriate form at TWDC's request. In terms of time, place and content the transfer of rights shall occur to the extent necessary to execute the order. This shall also include the right to edit the advertising material, provided this is necessary for technical reasons. Due to technical conditions both the broadcast signal and the on-demand offers may also be received or called up outside the Federal Republic of Germany. TWDC shall not be obliged to encrypt its transmission or to restrict access to on-demand offers to certain regions.

11.3 In the case of online advertising the global right to make advertising material available to the public, in particular, shall be granted, without any restriction in respect of the transmission technology, transmission paths or distribution media used, such as UMTS, LTE, DSL and fibre optics, and without any restriction in respect of the terminal devices used for watching/listening – including television sets, games consoles, computers, laptops, tablets and mobile telephones. In terms of time, place and content

the transfer of rights shall occur to the extent that is necessary to execute the order. This shall also include the right to edit the advertising material, provided this is necessary for technical reasons.

11.4 The Customer shall warrant that it possesses these rights and that they have not been otherwise transferred.

11.5 The Customer shall grant TWDC the free, non-exclusive right to use the advertising material that has been run for its own advertising, public relations, promotional activities, or for the purposes of advising other customers.

12. Liability

12.1 In the case of slight negligence TWDC, its employees, its vicarious agents and its executive bodies shall be liable only for fundamental breaches of contract, and only in the amount of the foreseeable damages that are typical for this type of contract. This limitation of liability shall not apply for injuries to life, limb or health, or in the case of claims under the German Product Liability Act [*Gesetz über die Haftung für fehlerhafte Produkte* (ProdHaftG)].

12.2 Fundamental breaches of contract are obligations that have to be fulfilled for the contract to be duly executed in the first place and in respect of which the contracting partner routinely believes, and is permitted to believe, that they will be met.

12.3 The Customer shall be solely responsible for this and guarantee that the advertising material complies with German law and does not infringe any third-party rights. This shall not apply if TWDC caused the infringement through its own fault, e.g. through its own editing. The Customer shall indemnify TWDC from any third-party claims due to running the advertising material, including reasonable legal defence costs, on first demand.

13. Confidentiality

13.1 The Customer undertakes to treat the content of this Contract, together with these General Terms and Conditions and TWDC's price lists, particularly the agreed conditions, price reductions and media volumes as well as any other trade and business secrets arising from the collaboration between the Parties that have become known to the Customer (hereinafter collectively referred to as "Confidential Information") as strictly confidential and to refrain from making the Confidential Information available to third parties, as long as and insofar as the Confidential Information is not, or will not become, generally known, without this resulting from a breach of the confidentiality obligation, except where legal provisions require the Confidential Information to be made available to authorities. It shall be permissible to divulge Confidential Information to tax advisors and lawyers acting on behalf of the Customer. This obligation shall extend beyond the end of the contractual relationship.

13.2 By way of derogation from 13.1 agencies shall be entitled to disclose the agreed conditions and media volumes to its advertising clients to the extent that this is necessary to fulfil the agency's contractual obligations towards its advertising clients. Prior to any disclosure the agency must get a written undertaking from its advertising customers that they will treat the Confidential Information as strictly confidential and refrain from making it available to third parties, as long as and insofar as it is not, or will not become, generally known, without this resulting from a breach of the confidentiality obligation, except where legal provisions require the Confidential Information to be made available to authorities, and acknowledging that this undertaking shall extend beyond the end of the contractual relationship. At TWDC's request, the agency must provide evidence of this undertaking by its advertising clients.

14. Final provisions

14.1 Offsetting against claims by TWDC shall only be permissible in the case of undisputed or legally established claims. The Customer shall be entitled to a right of retention only in respect of claims arising from the same contractual relationship.

14.2 The assignment by the Customer of rights and claims arising from this contractual relationship shall require TWDC's consent.

14.3 German law shall apply to the exclusion of the provisions pertaining to the regulations on private international law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

14.4 The exclusive place of jurisdiction shall be Munich, provided the Customer is a businessman, a legal person under public law or special funds under public law. TWDC shall also be entitled to assert claims at the defendant's place of establishment.

14.5 If the Customer's place of establishment is not in the Federal Republic of Germany, Munich shall likewise be the exclusive place of jurisdiction, provided the Customer is not a consumer.

14.6 Should one or more provisions of these Terms and Conditions be or become invalid, in the case of doubt the validity of all the other provisions or agreements shall not be affected thereby.

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