GENERAL TERMS AND CONDITIONS OF ARD MEDIA GMBH | TV

1 | CONCLUSION OF CONTRACT

The advertising companies which are members of the ARD MEDIA consortium (hereinafter referred to as "ARD MEDIA"), represented by ARD MEDIA GmbH, which is named in the price list and which has been commissioned to perform the tasks specified below, shall, within the framework of the available broadcasting time, take on the execution of orders for advertising on television which is broadcast in the broadcasting time provided for this purpose by the ARD broadcasting companies BR, hr, MDR, NDR, RBB, RB, SWR, SR, WDR via the television stations which they operate. BR's First TV channel is also broadcast via the ASTRA satellite. ARD MEDIA shall execute the orders in the name and for the account of the ARD advertising companies and undertakes to duly execute the orders confirmed by it in accordance with the following provisions. In this context, the advertising companies are each represented individually and not jointly by ARD MEDIA.

2 | COMPLIANCE WITH LEGAL REGULATIONS

Advertising placements must comply with the current laws and state treaties on the establishment of the ARD state broadcasting corporations BR, hr, MDR, NDR, rbb, RB, SR, SWR, WDR and the Interstate Broadcasting Agreement and the rules of conduct recognised by the Central Association of the German Advertising Industry (ZAW) and/or the German Advertising Council. Advertising for political purposes of any kind, for religious views and ideological convictions is excluded. This also applies to the use of corresponding statements in advertising. According to the Interstate Broadcasting Agreement in force in Germany, as amended from time to time (s. 7 (8) StV): "Television commercials shall not feature persons who regularly present news programmes or programmes on current political events".

The ARD guidelines for advertising, sponsoring, sweepstakes and production assistance in the version of 16/11/2021 shall apply.

3 | SPECIAL REGULATIONS AND REQUIREMENTS FOR GAMBLING ADVERTISING

Advertising for legally permitted gambling activities is permissible in accordance with the provisions of the GlüStV 2021, in particular subject to the requirements and restrictions set out in Sections 4 and 5 of the GlüStV 2021.

A prerequisite for ARD MEDIA GmbH to accept an order for the placement of advertising is that the advertiser holds a valid licence pursuant to Section 4 of the GlüStV 2021. Evidence thereof must be provided to ARD MEDIA GmbH prior to booking by submitting a copy of the licence. In particular, the licence for organising sports betting must specify the licence number, the date of issuance, and authorisation to offer, distribute, and advertise online betting products in Germany.

The advertiser warrants that it offers, distributes, and advertises the online betting product in compliance with all terms and ancillary provisions of the German licence (including any amendments thereto) and in accordance with applicable law. The advertiser further warrants that the conditions for

the issuance and continued validity of the German licence are met and that the licence has not been revoked, suspended, or withdrawn.

If circumstances materially affecting the validity of the licence or the permissibility of the advertising change during the term of the agreement, the client shall inform ARD MEDIA GmbH immediately in text form. This applies in particular to any changes to the German licence as well as to any new or amended administrative or judicial decisions, pending proceedings, or asserted third-party claims that could prevent the broadcast or sale of advertising airtime for the advertiser's commercials. Where applicable, an additional prerequisite for ARD MEDIA GmbH to accept an order for the placement of advertising is that, at the time of booking, the advertiser is listed on the current whitelist of the gambling supervisory authorities of the federal states pursuant to Section 9(8) of the GlüStV 2021.

The client further warrants that neither the customer nor any affiliated companies, agents, affiliates or other third parties attributable to the customer offer, distribute or advertise any unauthorised betting, gaming, gambling or comparable products, and that neither the online betting product nor the customer's name is associated with such products, in particular through advertising or links on the services of the online betting product (e.g. website, app).

In addition to and by way of clarification of Section 2 of these General Terms and Conditions, the advertiser undertakes to comply with the relevant provisions of the GlüStV 2021 in the version applicable from time to time, the provisions of the advertising guidelines, and the content and ancillary provisions contained in the licence granted to it regarding the design of advertising and any mandatory or notice texts.

In addition to Section 7 of these General Terms and Conditions, the Contractor reserves the right to verify compliance with the above obligations and to take appropriate measures in the event of any breach

4 | UNIFORM ORDER

For a product or service to be advertised, only a single order in which the advertiser is to be precisely identified shall be accepted.

5 | ENGAGEMENT OF ADVERTISING AND/OR MEDIA AGENCIES

If an advertising and/or media agency places orders, it does so in its own name and for its own account. Orders from advertising and/or media agencies shall only be accepted if the advertiser is named.

ARD MEDIA shall be entitled to demand proof of mandate from the advertising and/or media agency. Upon placing the order, an advertising and/or media agency shall assign to ARD MEDIA the payment claims against its customer arising from the advertising contract on which the claim is based. ARD MEDIA hereby accepts this assignment (assignment by way of security). It is entitled to disclose this to the customer of the advertising and/or media agency if the claim is not settled within one month of the due date. The assignment of the claim against their customer is made purely as security and not in lieu of performance. ARD MEDIA's claim against the advertising and/or media agency shall therefore

remain valid until ARD MEDIA's claim has been settled in full, even if the claim is asserted against the customer.

If the advertising agency engaged gives their consent, another advertising and/or media agency may take its place during the execution of the order with the consent of ARD MEDIA.

6 | WRITTEN FORM

The contract on the acceptance of an order placed must be in writing or confirmed electronically. Subsidiary and amendment agreements require the same form.

7 | RESERVATION OF RIGHT OF REFUSAL

ARD MEDIA reserves the right to refuse orders; this applies in particular to bookings made via so-called online booking platforms (its own or third-party) where the booking corresponds to an order. Even in the case of legally binding accepted orders, ARD MEDIA reserves the right to reject broadcast documents due to their origin, content or technical form. A rejection is possible in particular if a commercial's content violates legal provisions or the broadcaster's interests. Uniform principles apply to these decisions. The Client is to be informed immediately.

The reasons for rejection shall be communicated to the Client.

8 | PRICES, DISCOUNTS, BILLING

8.1 ARD MEDIA shall charge and grant the prices, rebates, agency and discounts specified in the respective valid price list. Discounts are granted on invoicing based on the gross order value (excluding VAT) of the advertising placements agreed for a contractual year. They are settled retroactively at the latest at the end of the contract year in accordance with the gross sales actually processed. For price calculation purposes, the running time of the film copies is measured according to their actual length. The basis for calculating the length of a placement is the first and the last perceptible audio or image signal. If a time unit specified in the price list is exceeded, the placement price for the next higher time unit will be charged. Sponsorship and Best Seconds are not included in the total sales for discounting purposes. Rather, the prices for this shall be agreed separately.

8.2 |All agreed conditions (including price reductions, rebates, discounts, etc.) apply directly to the Client.

8.3 |Changes to placement prices shall come into effect for current orders at the earliest one month after they have been communicated to the Client. In such a case, the Client may withdraw from the contract at the time the change comes into effect. It must notify ARD MEDIA of this without delay, at the latest within 10 days of notification of the change.

8.4 |Unless another currency is expressly stated, all prices are net prices in euros, plus the value added tax valid at the time of performance.

8.5 |ARD MEDIA reserves the right to charge surcharges for corner placements in the case of special formats or broadcasts (both on the evening before and in sports environments). These are communicated clearly and in writing in advance.

8.6 |In order to achieve a harmonious transition from the programme item to the advertising and vice versa, the Contractor shall be entitled to fade in or out the advertising commercial over approx. 1% of the total length.

9 | TERMS OF PAYMENT

9.1. |For contracting parties in an ongoing business relationship, placements are generally invoiced between the 1st and 5th of the broadcast month with the corresponding invoice date.

Invoices are due net, without deductions, no later than 25 days from the date of invoice. A 2% discount will be granted for payments received within 10 days of the invoice date. In the case of invoicing with an invoice date after the 5th of the month of broadcasting, these payment terms shall apply analogously.

9.2 | First-time contracting parties as well as customers domiciled abroad shall pay before the first broadcast begins.

9.3 | No discount is granted for special forms of advertising and special formats. Exceptions are agreed separately.

9.4 | Payment must be received no later than three working days before first broadcasting. As a rule, bookings are calculated on the first working day of the month of broadcast. Invoices are due net, without deductions, no later than 25 days from the date of invoice if the advance payment referred to in paragraph 1 is observed; a 2 % discount is granted if payment is received within 10 days of date of invoice. In the case of crossed cheques, the date of payment shall be the date of receipt by ARD MEDIA GmbH; in the case of bank transfers, the date on which the amount is credited to one of the accounts of ARD MEDIA GmbH specified below:

ARD MEDIA GmbH
Commerzbank AG
IBAN DE80 5008 0000 0230 0242 00 BIC
DRESDEFFXXX

Helaba
IBAN DE77 5005 0000 0054 7360 04
BIC HELADEFFXXX

If the invoice is not paid on time, ARD MEDIA GmbH shall be entitled to refrain from executing the order until payment has been received or to withdraw from the order without this giving rise to any claim for compensation on the part of the Client.

The Client shall be liable to ARD MEDIA GmbH for the damage incurred.

10 | JOINT ADVERTISING

Joint advertising (advertising material used by several financially separate companies for joint advertising) requires the written consent of ARD MEDIA in each individual case. ARD MEDIA shall be entitled to levy a group surcharge per advertised product on the applicable price for the placement of group advertising.

11 | CONTRACT YEAR

Orders are processed within one calendar year. The contract year is the calendar year.

12 | RESPONSIBILITY FOR CONTENT OF ADVERTISING MATERIALS AND FOR LABELING, TRANSPARENCY, AND DISCLOSURE OBLIGATIONS IN RELATION TO THE USE OF ARTIFICIAL INTELLIGENCE (AI) IN ADVERTISING MATERIALS AS PER THE EU AI ACT

12.1 | The client shall be responsible for the content of the sound carriers provided to ARD MEDIA and shall warrant their legal admissibility. The client shall indemnify and hold harmless ARD MEDIA, the broadcasting radio stations and the digital offerings from and against any third-party claims, insofar as such claims are based on circumstances attributable to the client.

12.2 | The client shall bear sole responsibility for compliance with all statutory labelling, transparency and disclosure obligations in connection with the use of Artificial Intelligence (AI) in advertising materials. This shall include, in particular, the provisions of Regulation (EU) 2024/1689 (EU AI Act) as well as all other applicable national and European regulations. The proper labelling of audio and/or TV spots that are subject to mandatory legal labelling requirements shall be the sole responsibility of the advertising company and/or the client

ARD MEDIA, as well as the (radio) stations or digital platform operators involved in the distribution, shall not be obliged to review compliance with the AI labelling obligations in advance. They shall not be liable for any breach by the client of the relevant statutory requirements, unless ARD MEDIA or the participating stations/platform operators have acted with intent or gross negligence.

The client shall indemnify and hold harmless ARD MEDIA as well as the participating stations/platform operators from and against any third-party claims, regulatory measures, fines, costs and other detriments arising from improper labelling of AI or omitted AI labelling for which the client is responsible.

13 | RIGHTS OF USE

13.1 | The Client guarantees that ARD MEDIA will only be sent such broadcasting materials, in particular image and sound carriers, for which it has acquired and settled all copyrights and ancillary copyrights required for exploitation on television, also insofar as industrial sound carriers (industrial records and tapes) have been used for the production of the broadcasting materials. Excluded from this are the broadcasting rights and the reproduction rights to musical works of the GEMA repertoire required for

the production of the broadcasting tape, which are acquired and compensated by the ARD advertising companies through their contracts with GEMA.

13.2 | The Client shall transfer to ARD MEDIA the right to use the broadcast documents provided, in terms of time, place and content, to the extent necessary to execute the order. This also includes the right to transfer the right of use to the broadcaster(s) or to third parties commissioned to handle the broadcast. In all cases, the right of use is transferred without any territorial restrictions and entitles to broadcasting by means of all known technical processes as well as all known forms of television. This also includes the right to simultaneous, unaltered exploitation in online media of all kinds, including the Internet, i.e. the right to broadcast the commercial to a large number of potential users by means of analogue, digital or other storage or data transmission technologies via electromagnetic waves through wire networks of any kind or by radio in such a way that they can receive and reproduce the commercial in parallel with all other forms of television via online media (e.g. the Internet), regardless of which receiving device is used (simulcast).

13.3 | The transfer of rights also includes the right of ARD MEDIA to make a recording for the person who can credibly demonstrate in writing that his rights are affected and to hand over this recording to him. ARD MEDIA is not obliged to check the legality of this use. ARD MEDIA shall also be entitled to make a recording of the entire commercial break for third party clients for listening/viewing purposes, which may include the third party client's commercial as well as the Client's commercial in whole or in part. ARD MEDIA will point out in connection with the transfer of the recording to third parties that any use beyond this is not permitted. Should claims be asserted against ARD MEDIA by third parties on the basis of the use of the broadcasting material made available, in particular image and/or sound carriers, the Client shall indemnify ARD MEDIA against all damages and costs arising in this connection.

13.4 | The Client – insofar as it holds the following rights – shall permit ARD MEDIA and its marketing organisations to use all broadcast documents, in particular image and sound carriers ("production"), free of charge and without any time or place restrictions, in whole or in part, as often as they wish in all media for the purposes of self-promotion and customer advice.

This includes in particular the right to use the production in a manner customary in the industry on the "ard-media.de" website, in image films, in print media, in presentations, at trade fairs, etc. for the purposes of self-promotion and customer advice.

14 | SUBMISSION OF BROADCAST DOCUMENTS

14.1 | The Client undertakes to submit the documents for the respective ARD MEDIA programme no later than the acceptance date specified in the price list or specially agreed, but at least 10 working days before the broadcast. If broadcast documents are not delivered on time or in a technically insufficient form or if they are rejected in accordance with section 6 of the General Terms and Conditions and if the programme cannot be broadcast for these reasons, the Client shall remain obliged to pay for the agreed broadcast time. In this case, however, ARD MEDIA shall be obliged to offer the Client an alternative date if possible. If a commercial is rejected for reasons for which the broadcaster or marketing company is responsible, the Client may withdraw from the contract. In the event of loss or damage to broadcast documents sent to ARD MEDIA, ARD MEDIA's liability shall be limited to reimbursement of the costs of making a new copy.

14.2 | If in-house and/or commissioned music has been used in the broadcast documents, the Client is obliged to make the associated sound files available by the broadcast date – stating the music metadata – via the GEMA sound file upload for audio fingerprint monitoring for GEMA billing, or to impose this obligation on its contractual partners accordingly by contract. This also applies to GEMA free and licence-free music. (Further information can be found at www.ard-media.de/abwicklung.)

15 | COMPLIANCE WITH BROADCASTING TIMES

Agreed broadcasting times shall be adhered to as far as possible. As a rule, however, ARD MEDIA does not guarantee broadcasting at a specific time, in a specific order, in connection with a specific accompanying programme or in compliance with the so-called exclusion of competition as a rule. Section 7.6 shall remain unaffected.

16 | POSTPONEMENT OF ADVERTISING BROADCAST

16.1 | If a commercial cannot be broadcast on the envisaged date for reasons relating to the schedule or if it is cancelled for other reasons as a result of a technical malfunction or interruption of operations, it shall be brought forward or caught up on as far as possible. The Client's consent is required to bring forward or postpone the commercial, unless the postponement is insignificant. The postponement of a television commercial is immaterial if it takes place within the same editorial environment and does not result in the broadcast of the commercial more than 15 minutes before or after the originally scheduled time. If the necessary consent could not be obtained or was subsequently not granted, the Client may request a substitute broadcast under comparable conditions within the limits of availability. If this is not possible, the Client may claim a price reduction in accordance with the extent of the poor or reduced performance. Further claims are excluded.

16.2 | ARD MEDIA shall repay the fee if the advertising placement was not broadcast due to the failure of all *Das Erste* channels, unless the broadcast of this advertising placement was brought forward or made up for. In the event of the failure of a proportion of these channels, ARD MEDIA shall reimburse a corresponding part of the fee if the broadcast could not reach more than 10% of registered television receivers. The Client may not assert claims beyond this, in particular in the event of a failure of satellite broadcasting, IPTV or Internet. The feed into the German cable network is the responsibility of the respective cable network operators. Any liability on the part of ARD MEDIA or the advertising companies it represents is excluded in this respect.

17 | POSTPONEMENT DUE TO PERSONAL IDENTITY

ARD MEDIA reserves the right to reschedule the broadcast of commercials to another broadcasting day, if possible at the same time, if the commercials feature familiar television personalities who are to be broadcast on the same day on Germany's *Das Erste* television channel. Clause 15 (1) sentence 2 shall not apply.

18 | REFERENCE IN OTHER ADVERTISING MEDIA

Reference may only be made to an advertising placement on ARD MEDIA in other advertising media if it is made clear that the advertising placement is not broadcast on general television but on commercial television. Wording that links commercials to broadcasters is not permitted.

19 | FORCE MAJEURE, CLIENT WITHDRAWAL

19.1 | In the event of force majeure, each Party to this agreement may withdraw from the agreement with immediate effect, unless ARD MEDIA has already performed the service. ARD MEDIA shall be obliged to repay to the Client the fee due for the cancelled advertising placement(s). The Client has no further claims. Force majeure shall include in particular riots, fire, power failures, storm damage, strikes, lockouts, damage caused by construction work and similar events for which ARD MEDIA cannot be held responsible.

19.2 | In other cases, a request for cancellation by the Client must be received by ARD MEDIA in writing no later than four weeks before the first broadcast date of the dates which are to be cancelled according to the request for cancellation. In the event of non-compliance with this deadline, ARD MEDIA may refuse to agree to the withdrawal if it is not possible to resell the contractually agreed broadcast dates to other clients.

19.3 | In the case of fixed orders (e.g. booking of the Best Minute), cancellation is not possible in accordance with 19.2.

20 | CREDIT NOTE

If the Client is entitled to repayment, ARD MEDIA shall issue the Client with a corresponding credit note in accordance with the applicable tax requirements, which shall be deducted from the next invoice.

21 | LIABILITY OF THE CLIENT

If the Client, the Advertiser or their vicarious agent violates a contractual obligation, the Client shall indemnify ARD MEDIA as well as the broadcasters and stations broadcasting the advertising against claims by third parties. This also applies to the costs of a reasonable legal defence.

22 | SET-OFF, RIGHT OF RETENTION

22.1 | The Client can only declare offsetting with counterclaims if they are undisputed or legally established claims.

22.2 | The assertion of rights of retention by the Client is excluded if the counterclaims result from another contractual relationship. If the counterclaims are based on the same contractual relationship, the assertion of the right of retention is only permissible if the counterclaims are undisputed or legally established.

23 | WARRANTY RIGHTS / LIABILITY OF ARD MEDIA OR THE ADVERTISING COMPANIES IT REPRESENTS

In the event of poor or inadequate performance on the part of ARD MEDIA, the Client's warranty rights shall be limited, at ARD MEDIA's discretion, to replacement broadcasting on a comparable date or reduction of the price in accordance with the extent of the poor or inadequate performance. A shortfall in performance exists, for example, if more than 10% of the technical reach documented for the IVW audit was not achieved or if broadcasting took place in reduced quality. Warranty rights of the Client become time-barred after 12 months. Any further claims of the Client, in particular for damages instead of performance and for compensation for any other direct or indirect damage – including incidental or consequential damage, irrespective of the legal grounds – are excluded. This does not apply if

a | ARD MEDIA has fraudulently concealed a legal or material defect or has assumed a guarantee for its absence or the quality of the service;

b | the damage has resulted in loss of life, bodily injury or damage to health due to intent or gross negligence on the part of ARD MEDIA, one of its legal representatives or vicarious agents or a negligent breach of essential contractual obligations by ARD MEDIA or these persons;

c | a culpable breach of duty by ARD MEDIA, its legal representatives or vicarious agents has led to physical injury or damage to health;

d | liability is assumed in accordance with the Product Liability Act.

In the event of simple negligence, however, ARD MEDIA's obligation to pay compensation shall be limited to the amount of the foreseeable damage typical of the contract.

Liability for consequential damages, such as loss of profit, loss of savings and other indirect damages, is excluded, unless the purpose of the contract would be endangered thereby.

24 | CONFIDENTIALITY

24.1 | Both parties are obliged to keep confidential and protectable matters of the other Party which are entrusted to them or become known to them from or in connection with their cooperation, and not to use them for their own or third party purposes, but only for the lawful fulfilment of tasks within the scope of the order. Confidential shall mean any information or documents of a Party which the Party has designated in writing as confidential or the confidential nature of which is clearly evident from its nature, in particular trade and business secrets.

24.2 | Publications of any kind in connection with the cooperation are generally only permitted with the prior consent of the other Party. ARD MEDIA shall, however, be entitled to use the Client's name, brand and logo as well as information about the order for reference purposes, subject to the aforementioned confidentiality obligations.

25 | FINAL PROVISIONS

25.1 | Should individual provisions of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions. In the event of contradictions between the English and the German version of these General Terms and Conditions the German version shall prevail.

25.2 | Place of performance and jurisdiction is Frankfurt am Main.

25.3 | ARD MEDIA is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

25.4 | The law of the Federal Republic of Germany shall be deemed agreed.

25.5 | Deviating General Terms and Conditions of the advertising and/or media agency will not become part of the contract even through acceptance of an order, unless the parties have expressly agreed otherwise in writing.

Valid from October 2026. Subject to change without notice.