

ProSiebenSat.1PULS4



General Terms & Conditions of ProSiebenSat.1 PULS 4–Group (version 01.01.2018)

§ 1 Object of Contract – Placing of Order

(1) ProSiebenSat.1 PULS 4 GmbH – hereinafter referred to as "ProSiebenSat.1 PULS 4" for short – exclusively markets in its own name and for the account of the respective TV stations the Austrian advertising blocks of ProSieben Austria, ProSieben MAXX Austria, Sat.1 Österreich, Sat.1 GOLD Österreich, kabel eins austria, kabel eins Doku austria, sixx Austria and PULS 4, ATV, ATV II, Café Puls – hereinafter referred to as "Stations" for short.

(2) These General Terms & Conditions (GT&C) shall apply to all and any contracts concluded between ProSiebenSat.1 PULS 4 and advertisers or agencies (both also referred to as "Customer") regarding the distribution by broadcast of commercials (advertising spots) in the Austrian advertising blocks of the Stations, unless stipulated otherwise in the respective contracts. In the event of advertising/media agencies acting as Customer, the contractual relationship comes about exclusively with the agency: and such agency shall be the sole contracting partner of ProSiebenSat.1 PLUS 4 and it shall be liable for the fulfilment of all and any obligations arising from the contract. Orders from agencies shall only be accepted in respect of advertisers whose names are exactly stated in detail, provided that also the content of the advertising spots is described in detail.

(3) If the agency is the contracting partner, such agency, effective as of the conclusion of the contract, hereby assigns to ProSiebenSat.1 PULS 4 its claims for payment against its customer arising from the underlying advertising contract. ProSiebenSat.1 PULS 4 hereby accepts the assignment [collateral assignment] and is entitled to disclose such assignment to the customer of the agency, if the claim is not paid within one month from the due date.

(4) GT&C of Customer diverging from the provisions of these General Terms & Conditions hereby are expressly objected to. Customer hereby submits to these GT&C, also in the event of his own GT&C stipulating exclusive application. ProSiebenSat.1 PULS 4 shall be entitled at any time to change the present GT&C. Changes of these GT&C shall be published on the website "www.prosiebensat1puls4.com" and shall become effective two weeks after first accessibility.

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(5) The respective program structures/schemes, price groups, and price lists of the Stations referred to in these GT&C shall apply as an integral part of these GT&C in the version as amended from time to time. Customer by executing the contract confirms that these documents were given to him before the execution of the contract and that his order is based upon these documents.

(6) The conclusion of a contract presupposes written broadcast instructions by the Customer. The contract is concluded by a written or electronic confirmation (telefax, email) by ProSiebenSat.1 PULS 4 or the broadcast of the commercial by the Stations, whatever occurs earlier in time. Only the content of the contract as reflected in the order confirmation of ProSiebenSat.1 PUL 4 shall apply, unless Customer within 24 hours from receipt of the order confirmation objects in writing to same. Order confirmation by way of oral communications or by telephone shall not constitute an effective substitution of a confirmation in writing.

(7) Customer may book with the Stations marketed by ProSiebenSat.1 PULS 4 advertising spots of any length as desired by the Customer. All and any offers by ProSiebenSat.1 PULS 4 are subject to the reservation of availability of the advertising time slots. The broadcast price depends upon the price list and increases linearly on the basis of seconds.

(8) If special forms of advertising (Special Ads) are the subject of the contract, special provisions shall be attached to the order confirmation, which also form part of the contract.

§ 2 Processing of Orders

(1) ProSiebenSat.1 PULS 4 shall distribute by broadcast booked advertising spots to the extent possible in accordance with the placement wishes of Customer. There is no entitlement to the placing of an advertising spot in a specific advertising block or in a specific position of such advertising block. ProSiebenSat.1 PULS 4 does not warrant that in addition to the advertising blocks reflected in the program scheme no other advertising blocks are offered and broadcast.

(2) A general exclusion of competition cannot be agreed to, including competition within advertising blocks.

(3) In principle it is possible to reserve advertising time slots. Such reservations shall, however, lose their validity if the Customer does not, within seven working days, place a written order with the ProSiebenSat.1 PULS 4 Group in regard of the advertising spots desired to be broadcast at the reserved broadcast time slots.

(4) Customer shall be entitled to reschedule agreed advertising bookings. This shall apply both to a change in the booked price group, length of spot as well as the broadcast time. It shall be a precondition that the rescheduling request is communicated in writing to ProSiebenSat.1 PULS 4 not later than 14 working days before the agreed time of broadcast and that the volume of booking remains unchanged. The rescheduling shall only become effective, if ProSiebenSat.1 PULS 4, in accordance with free capacities, confirms in writing the requested new broadcast time and advertising spots.

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(5) ProSiebenSat.1 PULS 4 shall not be obligated to view an advertising spot before acceptance of the order and to verify its admissibility before confirmation. Therefore, ProSiebenSat.1 PULS 4 reserves the right to reject placed and confirmed broadcast orders on the grounds of legality, morality or impairment of the reputation of ProSiebenSat.1 PULS 4 or of the marketed Stations. There will be a rejection in any event, if the advertising spot is in violation of mandatory legal provisions. Customer shall be informed of a rejection by ProSiebenSat.1 PULS 4 without delay. Customer shall have the opportunity to make available for broadcasting without delay a new or modified advertising spot to which the ground of rejection does not apply. If such substitution of the advertising spot is made available too late for the agreed time of broadcast, Customer shall nevertheless be obligated to pay the agreed remuneration.

If the rejection is based upon grounds regarding the reputation of ProSiebenSat.1 PULS 4 and/or of the Stations marketed or, if the rejection is based upon grounds regarding the person of Customer or advertising client, justifying a withdrawal from the contract, the obligation to pay the agreed remuneration shall lapse. All and any claims (including claims for damages) by Customer going beyond the foregoing are hereby expressly excluded. ProSiebenSat.1 PULS 4 hereby reserves the right not to broadcast advertising (including the immediate stopping of a running advertising campaign) objected to by the Austrian Advertising Council (Österreichischer Werberat). It may on this ground both refuse to accept an advertising order and to rescind orders accepted in legally binding form.

In addition, ProSiebenSat.1 PULS 4 reserves the right to refuse multiple placements as well as advertising spots referring to each other within one and the same or within more than one advertising block.

§ 3 Broadcast Material

(1) Unless a different implementation is agreed to in a particular case, Customer hereby undertakes to make the necessary material (motive plans and broadcasting copies) available to ProSiebenSat.1 PULS 4 at least 14 working days before the agreed broadcast time. The quality of the broadcast copies in respect of technology and content shall be the sole responsibility of Customer. The broadcast copies have to be uploaded via the ProSiebenSat.1 PULS 4 Uploader to <https://uploader.sevenonemedia.de/upsom/de/>. We broadcast exclusively SD and HD advertising spots with the following technical specifications (“http://www.prosiebensat1puls4.com/content/bereich/wichtige_punkte/motivuploader.html”) Modifications of the audio standards by ProSiebenSat.1 PULS 4 are not possible.

(2) Broadcast copies shall be sent to:
ProSiebenSat.1 PULS 4 GmbH, Media Quarter 3.3, Maria Jacobi Gasse 1, A-1030 Vienna. The sending of the broadcast documents and material shall be at the cost and risk of Customer.

(3) Customer shall communicate simultaneously to ProSiebenSat.1 PULS 4 all data necessary for the accounting in regard of AKM and other collecting societies, such as the producer, composer, publisher, title and length of the advert music.

(4) If the delivery of broadcast documents and material is in delay or subsequently altered, ProSiebenSat.1 PULS 4 cannot warrant orderly distribution by broadcast. If advertising spots are broadcast not at all or wrongly due to the broadcast material not having been delivered in time, or having been labelled incorrectly, insufficiently or defectively, ProSiebenSat.1 PULS 4 may invoice Customer the remuneration due for the broadcast time as well as for additional costs incurred by ProSiebenSat.1 PULS 4 and/or the Stations.

§ 4 Time of Broadcast

Affirmations made by ProSiebenSat.1 PLUS 4 in respect of the broadcast of advertising spots at specific times are always subject to last minute program changes. If the times of broadcast cannot be complied with for such a reason or on account of force majeure or of circumstances for which neither ProSiebenSat.1 PULS 4 or a Station are responsible, the broadcast of such advertising spot may be effected on the basis of other conditions (other times, etc.), subject to Customer's consent. Such a consent shall always be deemed to have been given in the event of minor rescheduling, namely a rescheduling of less than 15 minutes before or after the originally envisaged time without a significant change to the detriment of Customer of the editorial environment and the booked price group.

§ 5 TV Rights of Use and Exploitation, MedKF-TG

(= Medienkooperations- und förderungs-Transparenzgesetz = Act on the Transparency of Media Cooperation and Promotion)

Customer's responsibility under media, competition and copyright law and duties of characterization pursuant to MedKF-TG

(1) Customer, to the extent necessary as far as time, location, and content are concerned for the implementation of the order, hereby transfers to ProSiebenSat.1 PULS 4 his TV right of use (broadcasting right) in regard of the advertising spots delivered for the purpose of the broadcast. The foregoing shall, in particular, include the right to further transfer such TV right and the right of use to the Stations and to third parties authorized with the implementation of the broadcast.

(2) Customer warrants that and shall be liable for having the right to dispose of all and any copyrights, rights of performance protection, and such other rights and the rights to transfer such rights to ProSiebenSat.1 PULS 4. In addition Customer shall also be liable for the advertising spot not violating any unfair competition law as well as self-binding guidelines and the principles of the advertising industry. In the event of ProSiebenSat.1 PULS 4 and/or the Station being held liable for violations of the law by the Customer, Customer shall indemnify ProSiebenSat.1 PULS 4 and/or the Station upon the first respective request.

(3) If Customer is subject to § 3a Medienkooperations- und -förderungs-Transparenzgesetz (MedKF-TG and the Guidelines published under such act, ProSiebenSat.1 PULS 4 and/or the Stations will characterize the broadcast of the ordered advertising spot with the words "entgeltliche Einschaltung des/der" (= "remunerated advertisement of") or "Eine entgeltliche Information des/der" (= "remunerated information by") or "bezahlte Anzeige des/der" (= "paid advertisement of") and add the name of the

body of the entity or of a logo, which unequivocally identifies such entity. Customer shall include in the advertising spot such characterization in accordance with the aforementioned requirements or ProSiebenSat.1 PULS 4 and/or the Stations – upon the request of Customer – will provide for such characterization. Customer shall be solely responsible for legal compliance with the duties of information and with the requirements regarding the content under the MedFK-TG and he shall hold harmless ProSiebenSat.1 PULS 4 and/or the Stations in respect of all and any claims, which might be raised against ProSiebenSat.1 PULS 4 and/or the Stations in connection with the broadcast of the respective advertising spot.

§ 6 Warranty / Liability

(1) If an advertising spot is not broadcast at all or wrongly due to reasons for which ProSiebenSat.1 PULS 4 and/or the Stations are responsible, ProSiebenSat.1 PULS 4 shall promptly secure the proper distribution of such advertising spot by choosing, in the discretion of ProSiebenSat.1 PLUS 4, a program slot corresponding optimally to the agreed broadcasting time. Customer shall not have any (warranty) claims going beyond the foregoing, such as, in particular, for rescission ("Wandlung") of the contract relationship or for price reduction.

(2) ProSiebenSat.1 PULS 4 shall only be liable for damages – on whatever legal basis – in the event of wilful or grossly negligent actions and omissions. The liability of ProSiebenSat.1 PULS 4 shall be limited to typical damage and to the typical extent of such damage, which was reasonably foreseeable by ProSiebenSat.1 PULS 4 as of the time of the conclusion of the contract. The parties are in agreement that the quantum of such typically foreseeable damage shall in no case exceed EUR 10,000.00.

(3) In addition, liability shall be limited to the amount of the order volume of the such broadcast of advertising spots as did not take place or was not in accordance with the contract. The liability for damage going beyond the foregoing is excluded, as is also compensation for indirect damage, consequential damage, or lost profits.

(4) If an advertising spot is in violation of provisions of statute law and/or orders by a court of law or an administrative authority, Customer shall hold harmless ProSiebenSat.1 PULS 4 in respect of all and any claims of third parties, costs, expenses, disbursements, fines, non-cash impairment of assets, etc., raised against ProSiebenSat.1 PULS 4 in connection with such advertising spot, irrespective of the whether the nature of such claims is based on civil or criminal law.

§ 7 Rights of Contract Revocation

(1) ProSiebenSat.1 PULS 4 may cancel an orders already confirmed in binding form, if there are unforeseeable program changes for ProSiebenSat.1 PULS 4 and/or the Stations, in particular, if the Station no longer holds a broadcasting licence or, if one or more of the Stations marketed no longer can be received in Austria by way of all reception platforms.

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(2) In principle broadcast orders confirmed by ProSiebenSat.1 PULS 4 are binding. Customer may request in writing from ProSiebenSat.1 PULS 4 at the latest four weeks before the scheduled broadcast time to cancel the confirmed order. ProSiebenSat.1 PULS 4 may decide on such a request in its sole discretion. An order shall only be deemed to have been cancelled, if ProSiebenSat.1 PULS 4 accepted the cancellation in writing. Customer is not entitled to be granted such a cancellation. If ProSiebenSat.1 PULS 4 accepts a cancellation, there is no claim for remuneration. If Customer wishes to cancel the order up to four weeks and not later than 5 working days before the scheduled time of the broadcast, Customer shall pay to ProSiebenSat.1 PULS 4 10 per cent of the agreed remuneration, (without any deductions, agency commission and discounts = gross charges), plus value-added tax, provided ProSiebenSat.1 PULS 4 accepts such cancellation. Within the last five working days before the scheduled broadcast time a cancellation is no longer possible. Broadcast orders in respect of a length of two minutes or more (long spots) cannot be cancelled.

(3) In addition, ProSiebenSat.1 PLUS 4 has the right to rescind the contract with immediate effect on important grounds; such a ground shall be, in particular,

- the insolvency of the contracting party or the opening of insolvency proceedings in respect of such party's assets or the refusal to open such proceedings in the absence of assets sufficient to cover the costs of proceedings;
- if the contracting party discontinues its business activities or the business is liquidated;
- if, on the basis of a preliminary injunction ("Einstweilige Verfügung") the rendering of the agreed services is forbidden or, if a formal warning was issued.

§ 8 Change of Price

The prices upon which the confirmation of offer is based are calculated pursuant to the applicable price list. ProSiebenSat.1 PULS 4 is authorized at any time to adjust the prices. Changes of prices shall become effective in respect of broadcast orders already given, if and when ProSiebenSat.1 PULS 4 communicates such changes to Customer. In such an event Customer may withdraw from the broadcast order given, provided Customer informs ProSiebenSat.1 PULS 4 in writing within three working days from receipt of the communication. Otherwise, the broadcast shall take place on the basis of the new prices.

§ 9 Discounts / Agency Commission

(1) Pursuant to the price documentation of the Stations – unless special conditions apply in respect of certain advertisers – discounts shall be granted in respect of the list prices in the form of cash discounts, provided the booking volume (annual volume) of a Customer exceeds the amounts referred to in the respective price schedule. The discount shall be calculated on the basis of the annual volume of the year of the order (= calendar year). The final accounting shall take place retroactively upon the end of contract year at the latest in accordance with the actually booked advertising time.

(2) Group discounts shall require in any event the express confirmation in writing upon the conclusion of the contract. If entities belonging to the group (group status as

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of January 1st of the current calendar year) request a joint discount system, a conformation in writing of a group participation of at least 50 per cent is necessary.

(3) Advertising agencies or advertising intermediaries shall receive an agency fee of 15 per cent of the invoiced amount (net, after deduction of discounts) plus value-added tax. The foregoing is subject to the precondition that ProSiebenSat.1 PLUS 4 had received payment of such invoice.

(4) If the contracting party is an agency, such agency hereby undertakes to disclose to and, if applicable, pass on to the respective advertiser all and any cash benefits (rebates, commissions, discounts, etc.), provided it is obligated to do so. Furthermore, it undertakes to inform the advertisers, with whom it cooperates, if and to the extent it is obligated to do so, that, in addition to the brokering of advertising times for the advertiser, other relations for the provision of services might exist between ProSiebenSat.1 PULS 4 and the agency and that within the framework of such relations ProSiebenSat.1 PULS 4 might pay fees to the agency for services rendered. The agency also undertakes to pass on to the advertisers benefits paid to the agency, if obligated to do so by statute law or contract.

Furthermore, the parties shall keep secret vis-a-vis third parties all and any other services received from ProSiebenSat.1 PULS 4. This shall also apply after the termination of the contractual relationship with ProSiebenSat.1 PULS 4.

§ 10 Terms of Payment

(1) ProSiebenSat.1 PULS 4 shall invoice to Customer as of the beginning of each and every subsequent month the remuneration for the advertising times broadcast in the preceding month. The amount invoiced shall be calculated for the total duration of the broadcast of the advertising spots during the invoiced period in connection with the price per second established on the basis of the price list applicable from time to time. The prices stated in such list are expressed in Euros exclusive of 20 % value-added tax, 5% advertising tax, and fiscal charges, if any, pursuant to the Gaming Act (Glücksspielgesetz). The invoices are due and payable without any deductions within 30 days from submission of the invoice. Payment shall be exclusively by way of a bank-to-bank transfer to the bank account communicated by ProSiebenSat.1 PULS 4. Any other form of payment shall require a separate agreement in writing. In the event of payment within ten days from submission of the invoice ProSiebenSat.1 PULS 4 shall grant a discount of 2 per cent. The foregoing is conditional upon Customer having paid all preceding invoices. In case of a new business relationship ProSiebenSat.1 PULS 4 reserves the right to advance payment. The same shall apply if material grounds, such as for instance a deterioration of the financial situation of Customer, appears to justify advance payment. ProSiebenSat.1 PULS 4 has the right to credit payments received, irrespective of their allocation, at first to interest and costs, which arose due to a delay of payment, and thereafter to such a debt as is the oldest from time to time.

(2) In event of delay of payment ProSiebenSat.1. PULS 4 shall have the right to desist from further distribution by broadcast. Irrespective if the foregoing, the claim for remuneration shall continue to exist also for advertising spots which were not broadcast. ProSiebenSat.1 PULS 4 shall have the right to demand for arrears interest in the amount of 1,25 per cent per month.

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(3) Customer shall only have the right to set-off counter-claims against the claims of ProSiebenSat.1 PULS 4, provided such counter-claims have been acknowledged in writing or established by a court.

(4) Fiscal Charges (Abgaben) and Taxes (Steuern) – Customer hereby undertakes to have ready and to submit to ProSiebenSat.1 PULS 4, if requested to do so, appropriate proof of payment of Self-Assessed Fiscal Charges in respect of all and any taxes and fiscal charges, which have to be paid by Customer on the basis of self-assessment ("Self-Assessed Fiscal Charges"). If Customer has to pay taxes and fiscal charges on the basis of self-assessment and ProSiebenSat.1 PULS 4 becomes liable for such Self-Assessed Fiscal Charges, Customer shall hold harmless ProSiebenSat.1 PULS 4 in this respect.

§ 11 Special Terms for Online Advertising

(1) These terms and conditions shall apply correspondingly also to the marketing of advertising on the internet for and on behalf of the suppliers and producers of internet offers (hereinafter referred to as Internet Suppliers), and, therefore, to all and any contractual relationships between ProSiebenSat.1 PULS 4 and the advertising contracting partners or agencies (Customer) regarding the placing of online advertising (hereinafter referred to as Internet Advertising) on the websites and internet applications of ProSiebenSat.1 PULS 4 and the respective Internet providers. Therefore, these terms and conditions shall apply subject to the proviso that whenever there is a particular reference in § 1-11 to "advertising times" and "advertising spots" on television the respective terminology for online advertising via internet sites shall be covered correspondingly.

(2) To the extent these GT&C refer to product descriptions, media data, websites and price lists these shall be part of the contract. Customer confirms having been given such documents, which are accessible on the website "www.prosiebensat1puls4.at", before the conclusion of the contract or having informed himself about such documents on the internet.

(3) The terms regarding possible rescheduling (§ 2 par. 4) shall apply subject to the proviso that the periods of time are reduced as follows: for standard forms of advertising the period of time shall be 3 working days and for special forms of advertising at least 5 working days.

(4) § 7 (Rights of Contract Revocation) shall apply subject to the proviso that a cancellation by Customer of an order concerning special forms of advertising, such as for instance online sponsoring or micro-sites, is excluded in any event. In the event of cancellation not later than one week before placement 80% of the remuneration shall be paid; thereafter 100%.

(5) The submission of invoices shall be separately as of the end of the month of placement or of campaign. The invoice amount shall be calculated on the basis of the internet advertising placements during the invoice period as established by ProSiebenSat.1 PULS 4 in connection with the prices derived from the applicable price list of the online offer. In the event of delay of payment or in case of a significant deterioration of the financial situation of the Customer/advertising client and in case

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of new clients ProSiebenSat.1 PULS 4 shall have the right to demand payment in advance.

(6) § 2 par. 1 of the GT&C shall apply subject to the proviso that booked internet advertising shall be placed by ProSiebenSat.1 PULS 4 within the agreed website. The websites and the areas of the respective internet provider result from the product description applicable from time to time as of the time or the order confirmation by ProSiebenSat.1 PULS 4. If the number of contacts (ad impressions) as prognosticated within the framework of the order confirmation is not reached (under-delivery), ProSiebenSat.1 PULS 4 shall have the right, subsequent to the agreed period of the campaign, to provide the missing contacts within the framework of the network marketed by ProSiebenSat.1 PULS 4. ProSiebenSat.1 PULS 4 will aim at consulting with the Customer in this respect for the purpose of optimal harmonization.

(7) § 3 par.1 shall apply subject to the proviso that the material necessary for the placement of internet advertising shall be delivered to ProSiebenSat.1 PULS 4, free of charge, either on an appropriate data storage device or electronically to werbemittel@sevenonemedia.at.

(8) § 4 shall apply subject to the proviso that a significant rescheduling shall mean both a placement outside of the agreed period of time as well as placement on a different website.

(9) Placement shall be in the usual play black quality of the internet provider and depending upon the technological standard of the respective equipment of the internet user.

(10) Customer shall have the duty to verify placed internet advertising without delay after the first placement and to complain about defects, if any, within the first week of placement. After the expiration of such period defects, if any, shall be deemed to have been approved. If Customer requests a change of the internet advertising after the expiration of the aforementioned period, he shall bear the costs arising from the change. If the defect was contained already in the original material of Customer, Customer shall bear the costs of all and any necessary changes.

(11) If the contracting partner by using special techniques, such as the use of cookies or tracking pixels, obtains and collects data arising from the placement of advertising material on the online media offered by ProSiebenSat.1 PULS 4, such contracting partner hereby represents that he will comply with the requirements of DSG 2000 (= Datenschutzgesetz 2000 = Data Protection Act 2000) in collecting, processing, and using person-related data. If the contracting partner obtains anonymous data from accessing advertising material supplied for the online media offered by ProSiebenSat.1 PULS 4, contracting partner shall evaluate such data only within the framework of the respective campaign. Such an evaluation shall only encompass anonymous data generated by placement of advertising on the online media offered by ProSiebenSat.1 PULS 4. The contracting partner is not allowed, beyond the foregoing, to further process, use, and transfer all and any data arising from the access of the advertising material supplied by him for the online media offered by ProSiebenSat.1 PULS 4. In particular, the contracting partner shall not for his own purposes, store, evaluate, use otherwise, and/or transfer to third parties data derived from the placement of advertising on the online media offered by ProSiebenSat.1

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PULS 4. Such prohibition shall also include the development of profiles from the behaviour of users on the online media offered by ProSiebenSat.1 PULS 4 and the further use of such profiles. If the contracting partner uses third-party systems for the placement of advertising material on the online media offered by ProSiebenSat.1 PULS 4, he shall secure that also the operator of such systems complies with this agreement.

(12) Provided Customer is subject to § 3a Medienkooperations- und -förderungs-Transparenzgesetz (MedKF-TG) < = Act on the Transparency of Media Cooperation and Promotion> and the corresponding Guidelines, § 5 par. 3 of these GT&C shall apply correspondingly also in regard of the publication of the placement of advertising with on-demand services and on a website.

§ 12 Special Terms for Teletext Advertising

(1) These terms and conditions shall apply correspondingly also to the teletext advertising pages marketed by ProSiebenSat.1 PULS 4 in the teletext program of the operator or producer of teletext offers (hereinafter referred to as teletext). They shall therefore apply subject to the proviso that whenever there is a particular reference in § 1-11 to "advertising times" and "advertising spots" the related terminology for the implementation of teletext advertising, such as "teletext advertising" and "teletext pages", shall be covered correspondingly.

(2) To the extent these GT&C refer to product descriptions, media data, websites and price lists these shall be part of the contract. Customer confirms having been given such documents, which are accessible on the website "www.prosiebensat1puls4.at", before the conclusion of the contract or having informed himself about such documents on the internet.

(3) § 2 of these GT&C shall apply subject to the proviso that booked TT advertising shall be placed by ProSiebenSat.1 PULS 4 under the agreed heading and an agreed page number. The heading and the environments for the teletext offers shall result from the respective program structures / schemes applicable as of the time of the order confirmation by ProSiebenSat.1 PULS 4. There is no entitlement to placement of the TT advertising/TT advertising lines in a particular position on the TT page.

§ 13 Special Terms for Internet Auctions of Advertising Times

(1) These terms and conditions shall apply correspondingly also to the internet auctions of advertising times organized by ProSiebenSat.1 PULS 4 on "www.prosiebensat1puls4.at/auction" (hereinafter referred to as "auction"). They shall apply subject to the proviso that whenever there is a particular reference in § 1-11 to "advertising time" and "advertising spots" on television the related terminology and terms shall also cover the implementation of auctions of free advertising times. "Customer" within the meaning of these special terms shall be the respective bidder, i. e. a registered user of "www.prosiebensat1puls4.at".

(2) ProSiebenSat.1 PULS 4 offers advertising times on "www.prosiebensat1puls4.at" (offers), which may be purchased by a registered user of "www.prosiebensat1puls4.at" (bidder) by way of an internet auction:

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a) ProSiebenSat.1 PULS 4 determines a starting price and a period of time (duration of bid) within which the offer may be accepted by a bid. The bid shall lapse, if another bidder makes a higher bid during the duration of bid. Upon the end of the bidding (duration of bid) a contract comes about regarding the advertising time offered between ProSiebenSat.1 PULS 4 and the highest bidder.

b) Every bidder may make a maximum bid at an auction. Such maximum bid constitutes the highest amount the bidder is prepared to pay for the advertising time offered. The maximum bid shall not be disclosed to the other bidders. If other participants make bids in regard of the advertising time offered, the current bid will be automatically increased step by step to the effect that the bidder shall remain the highest bidder until his maximum bid was exceeded by another bidder.

c) ProSiebenSat.1 PULS 4 may also determine a minimum price for an auction, which differs from the starting price. In this case no contract shall come about, if upon the end of the auction the bid of the highest bidder does not reach the minimum price.

d) Under certain circumstances the offers may also be provided with the option Immediate Purchase (Fixed Price). If a bidder exercises such option the contract shall come about at the Immediate Purchase Price, irrespective of the expiration of the offer period and without an auction taking place. Such option may be exercised by every bidder as long as there was no bid for the advertising time or the bids have not yet reached the minimum price as determined by ProSiebenSat.1 PULS 4.

e) Making bids by way of automatic data processing is forbidden.

(3) To the extent these GT&C refer to product descriptions, media data, websites and price lists these shall be part of the contract. Customer confirms having been given such documents, which are accessible on the website "www.prosiebensat1puls4.at", before the conclusion of the contract or having informed himself about such documents on the internet.

(4) § 2 of these GT&C shall apply subject to the proviso that TV advertising purchased by auction will be placed by ProSiebenSat.1 PULS 4 under the heading/ in the timeslot as indicated. The heading/timeslot results from the respective program structure/scheme applicable as of the time of the order confirmation (by ProSiebenSat.1 PULS 4). There is no entitlement to placement in a particular position of the advertising acquired by auction.

(5) ProSiebenSat.1 PULS 4 reserves the right to rescind unilaterally a contract which came about by auction, if objective business interests of ProSiebenSat.1 PULS 4 preclude the business with the Customer. In such an event there shall be no mutual obligations of the contracting partners and payments, if any, shall be refunded immediately.

(6) (Rights of Contract Revocation) shall apply subject to the proviso that in any event a cancellation of the contract by the Customer shall be excluded.

(7) The terms regarding a possible rescheduling (§ 2 par. 4) shall not apply.

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(8) The invoicing shall be pursuant to § 10 (Terms of Payment) of these GT&C as of the beginning of the subsequent month in regard of the advertising times broadcast in the preceding month. The prices stated in the offer of ProSiebenSat.1 PULS 4 and in the bid of the particular bidders are denominated in Euro exclusive of 20% value-added tax, 5% advertising tax, and of other fiscal charges, if any.

§ 14 Final Provisions

(1) If particular provisions of these GT&C should be ineffective, this shall not impair the effectiveness of the other provisions. Ineffective provisions shall be substituted by such provisions as correspond as closely as possible to the commercial content of the provision intended by the parties.

(2) Correspondence shall be served upon a Customer at such address as notified to ProSiebenSat.1 PULS 4 most recently and it shall be deemed to have been received upon dispatch to such address. For the purpose of facilitating communications every Customer at the beginning of the business relationship shall communicate to ProSiebenSat.1 PULS 4 a current e-mail-address, subject to the proviso that so-called "gratis accounts" (such as "hotmail", "gmx", or "yahoo"), which do not require disclosure of personal data upon registration, will not be accepted.

(3) All contracts between ProSiebenSat.1 PULS 4 and the contracting partners shall be governed exclusively by Austrian law. The contracting partners agree to submit all disputes arising from the contractual relationship, including, in particular, disputes about the conclusion and dissolution of a contract, to such court of law for Vienna, Innere Stadt, as has subject-matter jurisdiction. ProSiebenSat.1 PULS 4 shall be at liberty to seize with the dispute another court having jurisdiction.