GENERAL TERMS AND CONDITIONS OF TRADE ("GTCT")

ProSiebenSat.1 Produktion GmbH („ProSiebenSat.1 Produktion“)

A. General Terms

1. Scope of validity
The services, deliveries and quotes of ProSiebenSat.1 Produktion are effected exclusively on the basis of the following General Terms and Conditions of Trade ("GTCT") and are an integral part of all contractual relationships between ProSiebenSat.1 Produktion and their contracting parties (hereinafter referred to as “Customers”) and all legal transactions in conjunction therewith. All future contractual relationships with the Customer are subject to these GTCT, even if they have not been agreed upon individually and explicitly each time. These GTCT are deemed to be accepted at the latest once ProSiebenSat.1 Produktion commence performance of services. Counter-confirmations by the Customer which refer to his own terms and conditions of trade are herewith expressly opposed. Modifications in these GTCT will be published on the internet website (www.ProSiebenSat1Produktion.de) and sent to the Customer upon request. These amended GTCT are deemed to be accepted, if the Customer does not object in writing within one month upon the date when the modifications having been published.

The subject GTCT have been prepared in German language and may also be translated into other languages. In the event of any deviations in content between the different translations, the German version shall prevail.

2. Contract formation
(1) A contract shall materialize upon the Customer's counter-signing on the quote made by ProSiebenSat.1 Produktion.
(2) In the event that any details of technical features of the service are contained in a quote by ProSiebenSat.1 Produktion, these details only represent approximate values and do not constitute a warranty unless such details have been explicitly quoted as binding.
(3) Any confirmations or counter-confirmations submitted by the Customer specifying different terms and conditions do not constitute a modification of the contract. The principles concerning commercial letters of confirmation shall not apply. Conditions of the Customer deviating from the contract are herewith expressly objected.
3. **Cooperation of the customer and articles owned by the Customer**
The Customer shall undertake any action required to render assistance in due time. ProSiebenSat.1 Produktion’s liability for loss or damages of objects belonging to the Customer or which are brought onto the premises by the Customer is limited to the conditions outlined in item A.11 of these GTCT. ProSiebenSat.1 Produktion is not obliged to take out insurance covering any objects that Customers bring onto the premises with them. ProSiebenSat.1 Produktion recommends that the Customer insures itself against above mentioned damages.

4. **Designation and self-advertising**
   (1) In film or television productions produced at ProSiebenSat.1 Produktion, the following notice shall appear in the beginning or end titles of the production: “Produced at ProSiebenSat.1 Produktion”. ProSiebenSat.1 Produktion’s company logo will be made available to the Customer for this purpose by ProSiebenSat.1 Produktion and has to be displayed simultaneously. In case ProSiebenSat.1 Produktion performs services for the Customer as a Producer as defined by section 94 of the German Copyright Act (UrhG), the Customer is also obligated to name ProSiebenSat.1 Produktion in the beginning or end titles of the production respectively.

   (2) ProSiebenSat.1 Produktion is entitled to use productions and commissioned work produced at ProSiebenSat.1 Produktion for its own advertising, press, and public relations purposes (if appropriate also in connection with the corporate group which ProSiebenSat.1 Produktion is affiliated with), with or without naming the Customer. In addition, ProSiebenSat.1 Produktion is entitled to participate in film, design and similar competitions and in festivals in its own name with its own creative or otherwise copyrighted services.

5. **Proprietary rights**
   (1) The ownership of any and all objects specified in detail in the contract and which are to be transferred to the Customer, in particular material (“goods under retention of title”), shall remain the property of ProSiebenSat.1 Produktion until all claims, including any future claims, of ProSiebenSat.1 Produktion arising from the business relationship with the Customer have been settled. Goods under retention of title may not be pledged, disposed of or the ownership thereof transferred as security without the consent of ProSiebenSat.1 Produktion. Should goods under retention of title be disposed of contrary to this obligation, all claims of the Customer arising from this disposal are herewith assigned to ProSiebenSat.1 Produktion as security without prejudice to further rights or remedies ProSiebenSat.1 Produktion might have. ProSiebenSat.1 Produktion hereby accepts such assignment.
(2) The transfer of the exploitation rights granted to the Customer by ProSiebenSat.1 Produktion (especially the exploitation rights of the authors and the proprietors of neighbouring copyrights) shall be subject to the said precedent condition that full settlement of the claim has been made.

(3) The Customer shall take the goods under retention of title into custody for ProSiebenSat.1 Produktion free of charge until further notice and with all due care of a prudent businessperson.

(4) ProSiebenSat.1 Produktion shall release the goods under retention of title upon demand by the Customer if the value of the goods under retention of title exceeds the total value of outstanding debts by more than 15 %.

6. Compensation

(1) The compensation owed by the Customer for services rendered by ProSiebenSat.1 Produktion shall be set forth in detail in the contract, and if appropriate, in connection with the actual ProSiebenSat.1 Produktion's price list valid at the time of conclusion of the contract. Generally, if compensation for services is calculated based on usage time, the day on which the service is made available and the day on which return is effected or the service terminates will also be charged inclusively. Saturdays, Sundays and public holidays will be charged as usage time by ProSiebenSat.1 Produktion if staff and/or goods or services were to be held available or were used on these days. In the event that staff costs are fixed in the contract or price lists, ProSiebenSat.1 Produktion will impose a surcharge of 50 % for services performed on Sundays and public holidays, even if detailed reference to these surcharges has not been made in the quote. Compensation is due regardless of the actual usage by the customer of resources and leased objects made available by ProSiebenSat.1 Produktion during the term of the contract.

(2) Unless otherwise agreed, services performed by ProSiebenSat.1 Produktion will be documented daily and presented to the Customer by ProSiebenSat.1 Produktion for counter-signature in the form of service control slips after performance of the service, but no later than the following day. They shall be immediately checked, counter-signed and returned by the Customer.

(3) If compensation is agreed as a lump sum for a specific period of time and the service/leased object is, however, used for a time exceeding the period agreed to in the contract, ProSiebenSat.1 Produktion may charge for the use of excess services according to the actual price list valid at the time for the respective services.

(4) In the event that a period of more than four months elapses between the time when a contract is concluded and the time of commencing the performance of the service, ProSiebenSat.1 Produktion shall be entitled to charge the prices valid at the time when the services are rendered.
(5) Invoices submitted by ProSiebenSat.1 Produktion shall be checked by the Customer immediately and notice of any possible errors shall be given in writing immediately.

(6) Any prices quoted in any offers, price lists or quotes are net amounts. The respective statutory value added tax will be charged by ProSiebenSat.1 Produktion in addition to these net amounts.

(7) ProSiebenSat.1 Produktion may accelerate the maturity of all their claims and revoke all agreements made concerning discounts and other payment conditions in the event of: a breach of contract; change in the shareholder or corporate structure of the Customer; a major deterioration in the financial situation of the Customer, especially in the event of a default in payment or a default regarding other obligations; bounced or contested checks or drafts; insolvency, the initiation of moratorium negotiations, bankruptcy proceedings as well as the loss of legal capacity or the loss of the power of disposal. The right of termination set forth in clause A.9. remains unaffected.

7. Payment conditions

(1) Invoices shall be paid by the Customer without any deduction whatsoever in cash at the main offices of ProSiebenSat.1 Produktion or by remittance within 30 days upon the date of the invoice. Should the Customer not pay the invoice within this period of time, ProSiebenSat.1 Produktion is entitled to claim a late fee of Euro 5.00 for every reminder.

(2) In the event of delayed payment by the Customer, ProSiebenSat.1 Produktion shall be entitled to charge default interest according to legal provisions. Other damage caused by default or for any other reason shall remain unaffected thereby.

(3) The Customer may offset payments payable to ProSiebenSat.1 Produktion only against its uncontested or adjudicated claims. In addition, the Customer is entitled to assert a right of retention or refuse performance only as far as its counter-claim is based on the same contractual basis and said counter-claim is adjudicated, uncontested or accepted by ProSiebenSat.1 Produktion.

If the Customer does not meet his payment obligations under the contract, ProSiebenSat.1 Produktion is entitled, without prejudice for any of its other rights or remedies, to refuse to render any services owing under this contract or any other contract with the Customer until full payment of the outstanding debt(s) has been made.

The General Accounting and Cancellation Regulations of ProSiebenSat.1 Produktion apply, which are an integral part of the contract concluded between the Customer and ProSiebenSat.1 Produktion and which are attached to this contract.
8. Liability for defects

(1) Upon delivery, the Customer shall examine the respective object and shall ensure that it is complete (including accessories) and in proper condition. The Customer is obligated to give notice of any visible defects or deficiencies immediately in writing, with exact description of these deficiencies. Notification of those defects which were unable to be detected even upon careful examination at the time of delivery shall be given by the Customer in writing immediately after discovery thereof. If the Customer fails to notify ProSiebenSat.1 Produktion of any deficiencies in time, the object will be deemed as accepted by the Customer and handed over free of defects.

(2) ProSiebenSat.1 Produktion is not liable for defects which have occurred due to the use of inappropriate accessories or due to improper handling or operation by the Customer or any third party assigned by him.

(3) In case of any deficiency, the Customer's remedies against ProSiebenSat.1 Produktion are limited to removal of defects or delivery of a replacement. Should the removal or replacement fail, the Customer is entitled to claim a reduction of the purchase price or rescission of the contract.

(4) For technical studio equipment procured by ProSiebenSat.1 Produktion for the Customer from third-party suppliers or lessors, ProSiebenSat.1 Produktion assumes liability only to the extent the third party is contractually liable to ProSiebenSat.1 Produktion, irrespective of any invoice submitted by ProSiebenSat.1 Produktion. Liability is thus limited to the assignment of any warranty claims and/or claims for damages for which the third party is liable to ProSiebenSat.1 Produktion.

In case ProSiebenSat.1 Produktion performs creative tasks or other copyrighted services for the Customer, ProSiebenSat.1 Produktion will acquire the rights required to achieve the purpose of the contract. It is Customer's sole responsibility to obtain all necessary licenses required from the appropriate copyright collecting societies (e.g. reproduction and broadcast rights for musical compositions from GEMA) for all services provided by ProSiebenSat.1 Produktion; Customer indemnifies and holds harmless ProSiebenSat.1 Produktion from this obligation upon first demand.

(5) Unless otherwise regulated by mandatory law, the statute of limitations for Customer claims against ProSiebenSat.1 Produktion regarding deficiencies expires at the latest one (1) year after commencement of the legal statute of limitations period.
9. Termination without notice

(1) ProSiebenSat.1 Produktion shall be entitled to terminate the entire contract without notice, whereby all claims for damages of the Customer against ProSiebenSat.1 Produktion are excluded, if the Customer, despite receiving a warning by ProSiebenSat.1 Produktion

- is insolvent, or
- an application for the opening of insolvency proceedings concerning the Customer is filed or out-of-court debt settlement proceedings are commenced.

(2) In the event that termination without notice is given which is occasioned by the negligent conduct of the Customer, ProSiebenSat.1 Produktion shall be entitled to claim damages. The damages will be assessed on the basis of the compensation owing to ProSiebenSat.1 Produktion under the contract less any saved expenses and any benefits which are inseparably connected with premature termination.

10. Customer liability / Accident prevention and safety rules

(1) The Customer shall be liable for all, even accidental, damage to property and for personal injuries which ProSiebenSat.1 Produktion or employees and representatives of ProSiebenSat.1 Produktion or third parties suffer in connection with acts or omissions by the Customer, his assigned persons or vicarious agents who are present on the premises of ProSiebenSat.1 Produktion or at other sites as a result of the Customer’s activity.

(2) The Customer shall also be liable for all damages which occur as a result of acts and measures which he undertakes or has undertaken by a third party’s acts or omissions on his behalf in connection with the set or shootings/recordings, in particular where the use of fire and/or water is involved.

(3) The Customer shall be responsible for observing and complying with the safety and accident prevention regulations as set forth in detail in the Appendix “Wichtige Sicherheitsvorschriften in den Produktionsstätten der ProSiebenSat.1 Produktion” (“Important Safety Regulations on ProSiebenSat.1 Produktion Production Sites”) which is an integral part of these GTCT. It is responsible especially for adhering to valid trade association regulations and generally accepted safety and industrial medicine rules for equipment brought onto ProSiebenSat.1 Produktion production or event sites by himself or third parties commissioned by him and for building and setting up the equipment as requirements demand. The fulfillment of all regulations is to be confirmed in writing to the ProSiebenSat.1 Produktion representative in charge of production. ProSiebenSat.1 Produktion is entitled to prohibit any acts of the Customer which appear dangerous.
11. Liability of ProSiebenSat.1 Produktion

(1) ProSiebenSat.1 Produktion shall be liable for possible damages only if
   • the damage is based on intention or gross negligence by ProSiebenSat.1 Produktion, its representatives or agents; or
   • damages from injury to life, body or health caused by ProSiebenSat.1 Produktion's fault exist; or
   • other mandatory legal liability regulations designate liability.

(2) Beyond that, ProSiebenSat.1 Produktion's liability is limited to typically foreseeable damages, also for such damage which is caused by ProSiebenSat.1 Produktion or its representatives or agents in breach of an essential contractual obligation. All further liability is excluded.

(3) The limitation of liability applies to all claims for damages, regardless of their legal foundations, especially with regard to claims resulting from pre- or supplementary contractual obligations.

(4) The Customer is obligated to take appropriate measures to ensure defence against or limitation of damage. In particular, the Customer has to make backup copies of any and all films or tapes received by ProSiebenSat.1 Produktion and to deliver only such copies to ProSiebenSat.1 Produktion. In case the Customer is not able to make a backup copy, it is obligated to inform ProSiebenSat.1 Produktion of this fact expressly in writing. It is recommended that Customer take out appropriate insurance.

12. Force majeure

(1) ProSiebenSat.1 Produktion assumes no responsibility for theft, loss or missing film or tape material delivered by the Customer unless this material was entrusted to ProSiebenSat.1 Produktion for safekeeping. Such safekeeping requires a written agreement with ProSiebenSat.1 Produktion. It is recommended, that Customer take out insurance against above mentioned risks.

(2) Delivery and performance delays caused by force majeure and unpredictable events which make ProSiebenSat.1 Produktion's performance substantially more difficult or impossible, such as material sourcing difficulties, operational interruptions, industrial disputes, government demands, and other comparable, unpredictable cases, even if they occur at suppliers or other agents of ProSiebenSat.1 Produktion, are not, even if binding dates and deadlines have been agreed upon, ProSiebenSat.1 Produktion's responsibility. ProSiebenSat.1 Produktion is entitled to prolong their performance for the duration of the obstruction. Should performance be prolonged for an unreasonable long period due to this obstruction, either party may rescind the as yet unfulfilled portion of the contract either partially or completely.
13. Assignment of claims and rights, corporate situation
(1) The assignment of claims and rights arising from the contract as well as and the further transfer of rights which have to be assigned to third parties as agreed between the parties according to agreement is subject to prior written approval of ProSiebenSat.1 Produktion. In case ProSiebenSat.1 Produktion gives its consent, the Customer shall remain jointly and severally liable for the claims asserted by ProSiebenSat.1 Produktion.
(2) In the event that the business undertaking of the Customer passes to other hands, or a major change in the shareholders or in the management occurs, the Customer is obligated to inform ProSiebenSat.1 Produktion immediately. If matters of justified concern to ProSiebenSat.1 Produktion are affected by these changes, ProSiebenSat.1 Produktion is entitled to terminate the contract with immediate effect.

14. Applicable law
These terms and conditions and any contract formed between the parties will be governed by and construed in accordance with the laws of the Federal Republic of Germany.

15. Written form requirements
This agreement contains the complete agreement concluded between the parties. If oral agreements have been made they lose their validity once this contract is signed. Any amendments to or modifications of the present Agreement shall be made in writing so as to be legally effective. The same shall apply to the conditioning out of the present clause concerning the required written form.

16. Safeguarding clause
In the event that any provisions of the present Agreement are or become invalid, the validity of the remaining provisions remains unaffected thereby. The parties shall agree on the replacement of such provisions by provisions apt to attain the desired economic aim in view of the interests concerned. The same applies to bridging possible gaps in the present Agreement.

17. Place of performance and jurisdiction
The place of performance is Unterföhring, Landgericht München I (Munich Regional Court I) shall have jurisdiction and venue, if legally admissible.
B. Special provisions

In addition to the general terms, the following provisions apply for services such as lease of studios, staff performance and commissioned production:

I. Lease of studios

1. Lease of premises, technical equipment, facilities and pool equipment

(1) If the subject matter of the contract is a temporary lease of premises (especially studios) and/or technical equipment and/or facilities and/or pool equipment (hereinafter referred to as the "leased object"), the type, extent and duration of the lease of the leased object is governed by the quote of ProSiebenSat.1 Produktion which is counter-signed by the Customer. If premises are leased, the Customer must provide full information to ProSiebenSat.1 Produktion concerning the intended use thereof.

(2) The Customer is obliged to treat the leased object handed over to him with proper care, to insure it appropriately and in due form at its own expense and, where applicable, to transport it to and from the places of storage.

(3) Upon expiry of the lease period, the Customer shall return the leased object to ProSiebenSat.1 Produktion timely in the same condition as handed over to the Customer. Otherwise the Customer shall bear all costs for restoring the leased object to its original condition. If there is a delay in the return of the leased object, the Customer shall pay a late fee for each commenced day which shall amount to the rental charge for at least one day. If the leased object could have been rented to another customer at a higher rental charge, the Customer shall pay this amount. The Customer shall be required to pay a lower amount only if he succeeds in furnishing proof that the damage suffered by ProSiebenSat.1 Produktion was lower.

(4) If the leased object is temporarily not needed by the Customer during the lease period, ProSiebenSat.1 Produktion may otherwise dispose of the leased object during this period, offsetting this against the rental charge.

(5) The leased object may only be used for the purpose stipulated in the contract. The prior, express approval of ProSiebenSat.1 Produktion must be obtained in writing if the leased object is being used for a purpose different than stated at time of the conclusion of the contract.

(6) If the subject matter of the contract is the temporary lease of technical equipment, facilities and/or pool equipment, due to company regulations and for reasons of safety the Customer shall be obliged to procure exclusively from ProSiebenSat.1 Produktion all the technical services, equipment, installations, etc. for his production and, in order to ensure proper handling of the leased object, to request all the necessary staff to set up and operate the leased objects from ProSiebenSat.1 Produktion.
(7) The leased object may not be re-subleased by the Customer or handed over to third parties.

(8) The leased object may not be modified without obtaining prior written approval from ProSiebenSat.1 Produktion. If modified, the Customer has to restore altered objects to their former condition at his own expense after expiry of the lease period. Furthermore, the leased object shall be returned to ProSiebenSat.1 Produktion in proper condition.

(9) The rental fee for premises does not include the charges for providing the amount of electricity normally required for production. The Customer will notify ProSiebenSat.1 Produktion in advance of the estimated consumption of electricity. The amount of electricity actually consumed will be invoiced to the Customer basing on the current price list.

(10) The rental fee for premises includes the charges for heating the premises. The heating for the rooms shall be effected by utilising the available heating capacity and heating times. ProSiebenSat.1 Produktion does not owe a certain room temperature on the leased premises. The Customer is not allowed to operate any additional heating or cooling devices without obtaining prior consent from ProSiebenSat.1 Produktion.

(11) The rental fee for premises includes charges for normal water consumption. The Customer will notify ProSiebenSat.1 Produktion in advance if it intends to exceed this level of water consumption (e.g. for decoration purposes or for the grounds). Any excess consumption will be charged additionally to the Customer based on the interim meter reading.

(12) Telephone calls, telegrams, telefaxes and any other use of communication services will be charged separately to the Customer basing on the current price list. It is the Customer’s responsibility to ensure that only authorized persons use the available means of communication. In the event of any unauthorized use, the Customer shall also be responsible to ProSiebenSat.1 Produktion for payment in full of any charges incurred subject to the relevant rates in the price list.

2. Customer obligations

(1) The Customer undertakes to comply with the safety and cancellation regulations, technical guidelines of ProSiebenSat.1 Produktion and any house regulations if applicable, which are an integral part of the contract concluded between the Customer and ProSiebenSat.1 Produktion. The aforementioned regulations will be made available to the Customer at any time upon request if they are not already attached to these GTCT.

(2) If functions are held with visitors, the Customer, as the organizer thereof, shall apply for the necessary official permits prior to use. For as long as these permits are not available, ProSiebenSat.1 Produktion shall be entitled to
prohibit these functions from being held without the Customer being released from his obligation to pay the agreed compensation.

(3) When holding authorized functions, Customer is required to comply with official regulations and requirements as well as statutory provisions. Within the scope of the official fire regulations, the Customer is aware that ProSiebenSat.1 Produktion does not maintain an established company fire brigade and can only assign trained employees for fire safety service.

(4) The Customer shall not be entitled to transfer rights and/or duties arising from contracts concluded with ProSiebenSat.1 Produktion to third parties without obtaining prior special written consent from ProSiebenSat.1 Produktion.

(5) The Customer shall be obliged to acquire all the exploitation rights from authors, proprietors of neighbouring copyrights and other proprietors necessary for the production, reproduction and editing of film shots and/or sound recordings at its own expense. The Customer guarantees that it has acquired these rights upon commencement of film shootings and/or sound recordings. The Customer shall indemnify and hold harmless ProSiebenSat.1 Produktion upon first demand against all claims asserted against ProSiebenSat.1 Produktion by third parties arising from a violation of this duty including all reasonable legal costs and expenses for legal defence.

3. Insurance

(1) Customer acknowledges that, as a general principle, no insurance coverage is provided by ProSiebenSat.1 Produktion for damages which occur to premises and leased objects made available to the Customer and that these risks must be insured by the Customer itself.

The Customer is therefore obliged to ensure full insurance coverage for any leased object. The Customer hereby assigns all claims against an insurance company to ProSiebenSat.1 Produktion on account of performance. ProSiebenSat.1 Produktion hereby accepts the assignment.

4. Impairment of performance

(1) In the event that operational disturbances or other interruptions relating to operations which the Customer, his representative or assistants are neither responsible for nor have caused, make the performance of agreed services impossible for a continuous period of longer than four hours, the ProSiebenSat.1 Produktion's claim for compensation shall not be applicable for the duration of the disruption after this period up until the disruption has been remedied.

(2) The Customer may terminate the contract if the disruption is not remedied within a reasonable time by ProSiebenSat.1 Produktion and the Customer has no further interest in executing the contract.
5. Termination without notice
(1) Notwithstanding the rights of termination according to clause A.9, ProSiebenSat.1 Produktion shall be entitled to terminate the contract without notice, whereby all claims for damages of the Customer against ProSiebenSat.1 Produktion are excluded, if, despite receiving a warning by ProSiebenSat.1 Produktion, the Customer should

• continue to use a leased object contrary to the terms of the agreement in a manner which constitutes a serious infringement of the rights of ProSiebenSat.1 Produktion, especially if it should hand over the leased object to a third person without authorisation to do so,
• expose the leased object to considerable danger by neglecting his obligation to exercise due care,
• endanger work safety by his conduct in such a manner that continuation of the contract cannot be reasonably expected of ProSiebenSat.1 Produktion, or
• undertake acts which are capable of considerably endangering the rights and/or interests of ProSiebenSat.1 Produktion to a comparable extent.

II. Staff services
(1) ProSiebenSat.1 Produktion is providing its entire technical staff to the Customer for productions, post-productions and technical processing as well as, if requested by the Customer, creative staff. For these services, unless otherwise agreed, the costs for the staff shall be invoiced to the Customer as a rule on an hourly or daily basis in accordance with the current ProSiebenSat.1 Produktion price list.

(2) The Customer shall assign the employees only within the scope of his own production and shall thereby comply with the regulations of the industrial safety legislation. For reason of Company organisation the Customer is not entitled to pay employees of ProSiebenSat.1 Produktion directly or indirectly or to grant them any benefits in any form.

(3) In the event that employees of ProSiebenSat.1 Produktion are to be made available to the Customer for a period longer than the scope agreed to in the contract, or longer than the regular 8 hours of work per day (“overtime”), Customer shall obtain the approval of the central disposition department (“Zentraldisposition”) at ProSiebenSat.1 Produktion. Applications for overtime shall be sent to the central disposition department at ProSiebenSat.1 Produktion no later than 10.00 am on the day overtime is to be performed. If employees of ProSiebenSat.1 Produktion are required to work for the Customer on days which according to law or collective bargaining agreements are not classified as working days, the Customer shall apply to the ProSiebenSat.1 Produktion central disposition department for this in
writing, at least 48 hours before the commencement of work, stating the reasons necessary for the overtime. ProSiebenSat.1 Produktion shall endeavour, if possible, to fulfil the wish of the Customer within the scope of statutory provisions, if staff is available.

(4) If staff provided to the Customer by ProSiebenSat.1 Produktion is performing creative services or any other kind of copyrighted service (e.g. animation, design, especially character design, creative signature work or the development of logos) only those rights especially only the exploitation rights of the authors which are required in order to achieve the purpose of the contract will be granted to Customer. Any further rights and/or rights to be acquired by copyright collecting societies (e.g. GEMA) shall be acquired by the Customer separately. Rights in and to any software which is used or developed at ProSiebenSat.1 Produktion to perform contracts shall not be granted. Not granted are also the rights for editing and further development unless this is expressly agreed contrary to these provisions.

III. Commissioned production

(1) If the Customer commissions ProSiebenSat.1 Produktion to make productions for which ProSiebenSat.1 Produktion assumes sole responsibility, the compensation to be paid for such work by the Customer shall be assessed according to the quote submitted by ProSiebenSat.1 Produktion. The quote shall also be binding for the scope of services to be rendered by ProSiebenSat.1 Produktion. Special services and subsequent amendments to the contents of a contract or any other kind of amendment are not contained in the budget and shall be charged additionally by ProSiebenSat.1 Produktion.

(2) For the acceptance of the services according to clause (1) the parties shall agree on at least one intermediate acceptance for each completed stage of work or development, or several such acceptances, depending on the size of the contract, as well as a final acceptance at ProSiebenSat.1 Produktion. Each party shall assume responsibility for ensuring that at least one person competent to make a decision is present on its behalf. The result of each acceptance shall be binding for both parties. Acceptances shall be recorded in writing by ProSiebenSat.1 Produktion and submitted as confirmation to the Customer within two working days.

(3) Any possible defects established during the course of an acceptance procedure must be specified in such a manner that ProSiebenSat.1 Produktion can make changes and rectify the defects using current state-of-the-art technology. Only technical or qualitative defects which deviate from the type of execution agreed upon in writing shall be regarded as defects. Any changes carried out at the request of the Customer which deviate from
the scope of the contract or which are effected at his request after acceptance of the particular stage of work are not included in the compensation shown in the offer and shall be charged to the Customer separately.

(4) If ProSiebenSat.1 Produktion is executing an order for Customers during the course of which ProSiebenSat.1 Produktion provides creative services or other kind of copyrighted services (e.g. animation, design, especially character designs, signature design or the development of logos) using its own personnel or third parties, Customer shall only granted the rights, especially only the exploitation rights from authors, proprietors of neighbouring copyrights and other proprietors necessary, which are required in order to achieve the purpose of the contract. The transfer of rights is subject to full settlement of the claim according to clause A.5 (2). Any further rights and/or rights to be acquired from copyright collecting societies (e.g. GEMA) shall be acquired separately by the Customer. Rights to any software which is used or developed at ProSiebenSat.1 Produktion to perform contracts shall not be granted. Not granted are also the rights for editing and further development unless this is expressly agreed contrary to these provisions

(5) Rights to third-party services will be acquired by the Customer itself, unless these are expressly included in the production contract and budget.

(6) ProSiebenSat.1 Produktion shall be entitled to work with subcontractors to render the agreed services or to employ the services of subcontractors for parts of services. This does not constitute a contractual relationship between the Customer and the subcontractor and ProSiebenSat.1 Produktion’s obligations towards the Customer will remain unaffected without restriction.

ProSiebenSat.1 Produktion GTCT, Status: May 2004, subject to change and misprint