



General Terms and Conditions of Business “Electronic Advertising Magenta TV/Magenta Sport”

1 Contracting party

The contracting parties are Telekom Deutschland GmbH (hereinafter referred to as Telekom), Landgrabenweg 151, 53227 Bonn (Bonn Local Court HRB 5919) and the advertising customer or an agency/advertising agent commissioned by the advertising customer (hereinafter jointly referred to as the "customer"), who is not a consumer within the meaning of Section 13 BGB.

Telekom currently operates both an IPTV service and an OTT service with the current name "MagentaTV" and another OTT service with the current name "MagentaSport". Users are given the opportunity to access free TV, pay TV and on-demand content via set-top boxes as well as other end devices (e.g. smartphones, TV sets, TV sticks) (hereinafter referred to as "TV services"). The distribution of content within the framework of the TV services takes place both via closed networks (e.g. IPTV, broadband) and via open networks (Internet). In addition, Telekom offers the users of the TV services a wide range of functionalities such as Instant Restart, Catch-up TV, and an online hard disk recorder.

Telekom is a media partner of various sports leagues and associations and broadcasts national and international competitions as well as individual events of different sports live and on-demand as part of its TV services and on the magentasport.de website. In addition, Telekom broadcasts various music events live and on-demand as part of its TV services and on the magentamusik.de website. The live broadcasts of the various events take place partly in radio programmes organised by broadcasters and distributed exclusively via Telekom's TV services and partly directly by Telekom.

On the basis of contractual agreements with the rights holders and with the broadcasters, Telekom is entitled, subject to the final decision-making right of the broadcaster, to market advertising space within the programmes and also to surround the on-demand content with advertising. In addition, advertising material will also be integrated on the magentasport.de site.

Against this background, Telekom offers the publication of third-party advertising material within the framework of the sports and music programme on the following conditions:

2 Conclusion of contract, subject matter of contract, reservations of Telekom, assignment by way of security

2.1 The contract for the publication of advertising material (hereinafter referred to as the "Advertising Contract") shall be concluded upon receipt of an order confirmation or upon provision of the service. The order confirmation shall contain the agreed services, prices, term and terms of payment. The transmission of declarations on an electronic basis, by fax or e-mail shall also be sufficient for receipt in the above sense. An electronic declaration of intent shall be deemed to have been received on the day on which it is available to the recipient at his electronic address during normal business hours, otherwise on the next business day.

2.2 The services of Telekom specified in the order confirmation are subject to the final right of decision on the "whether" and "how" of the placement of the advertising of the broadcasters as well as subject to any regulatory, legal and contractual (e.g. with artists) requirements.

Telekom also reserves the right to reject advertising media transmitted by the customer on the basis of the contract, both before and after placement, due to the content, origin or for technical reasons, in particular if the advertising media does not comply with the specifications of these GTC and the order confirmation and/or publication is unreasonable for Telekom; furthermore, if the content of the advertising order/advertising material has been objected to by the German Advertising Council in a complaint procedure or if the advertising material is the subject of a warning under competition law, legal proceedings or official investigation proceedings (including criminal and administrative proceedings) or is otherwise unlawful. In such cases, Telekom shall also be entitled to delete or block the advertisement. The customer will be informed of the respective measure taken (e.g. blocking). If the customer provides Telekom with demonstrably lawful substitute advertising media without delay, these shall be discontinued. Any additional costs incurred shall be borne by the customer.

2.3 General terms and conditions of the customer shall not become part of the contract, even if these are attached to requests for quotations, orders, declarations of acceptance, etc. and these are not objected to.

2.4 If the customer is an agency/advertising agent, the latter shall assign its claims against the advertising customer arising from the contract concluded with the latter to Telekom upon conclusion of this advertising contract, insofar as they are the subject of the advertising contract. Telekom hereby accepts the assignment (assignment by way of security). It shall be entitled to disclose this to the advertising customer if the agency/advertising agent defaults on its payment obligation.

3 Guarantees, assurances of the customer, obligations

The customer undertakes the following with regard to the advertising material and its content:

3.1 The Customer shall deliver the Advertising Media free of viruses or other sources of damage.

3.2 The customer warrants that it will not use any targeting and/or capping. The targeting settings are controlled exclusively via the Telekom ad server. The customer is expressly prohibited from setting cookies that are not exclusively part of the technically absolutely necessary delivery mechanism of the AdServer used to ensure the delivery of advertising material via the AdServer. This means that only cookies without targeting, capping and user information may be set. For each culpable violation of the aforementioned obligations, the customer shall pay a contractual penalty in the amount of the order value from which the inadmissible data collection originated. Any further claims for damages shall remain unaffected.

3.3 The customer is responsible for the legality of the content, the advertising material provided by him as well as for such content to which links are provided. The legality is to be determined according to German law. However, if there are indications that the contents are also subject to the provisions of

one or more other legal systems (in particular due to their language or if they are intended for other countries), the legality shall also be determined according to these other legal systems. This responsibility includes, in particular but not conclusively, the following:

a) The customer is responsible for ensuring that the advertising media and their contents do not violate laws, court prohibitions, official regulations, or morality. In particular, the customer shall not supply, offer, provide access to, or advertise any content that violates the provisions of the German Criminal Code (StGB), in particular, content that

- depicts children or adolescents in unnaturally or sexually accentuated postures; this also applies to virtual depictions.
- is pornographic and involves violence, sexual abuse of children or adolescents or sexual acts of humans with animals; this also applies to virtual depictions.
- falls under Sections 130, 130a and 131 StGB facilitating incitement of the people, incites to criminal offences or glorifies or trivialises violence.
- that is sexually explicit, offensive, violent, discriminatory in terms of race, gender, religion, nationality, disability, sexual orientation or age, and radical political content.

b) The customer warrants that he has all the rights to the advertising media provided by him which are necessary for the execution of this contract and that he may dispose of and transfer the contents in the manner associated with this contract. In particular, the customer ensures that he is entitled to include images, moving images, photographs, films, logos, signs and other representations, designs and information on the advertising media provided for placement and to use them as part thereof and/or to grant these powers to Telekom for the performance of this contract.

In particular, the customer shall be obliged to dispose of the rights of use required for the services under this contract in relation to, in particular, authors, performing artists and other holders of ancillary copyrights, phonogram producers, producers, distributors, publishers, collecting societies and other holders of a right of use.

With regard to the musical works contained in the contents, the customer is responsible for ensuring that the further consents/approvals of the music authors or their music publishers (e.g. with regard to the filming of the musical works and/or editing within the framework of the filming of the musical works) necessary for the contractual services have been obtained by the customer or his licensors. Insofar as, with regard to the contents, registration of the customer with a collecting society or licensing with a collecting society by the customer is necessary because the rights are exclusively administered by the collecting society, the customer shall notify Telekom separately of this and provide it with the information required for this without delay and comply with any other requested cooperation (e.g. filling in registration forms) without any delay. Any fees of the respective competent collecting societies (e.g. GEMA, GVL) shall be borne by the customer. By way of clarification, the exemption with its conditions pursuant to clause 5 of the General Terms and Conditions shall apply.

c) In addition to the aforementioned provisions of the German Penal Code, the customer is obliged to comply with the legal requirements for the protection of minors. In particular he undertakes:

- the content provider is obliged to label content and linked content within the meaning of Article 12 JMStV and to comply with the advertising design requirements of Article 6 JMStV.
- to programme its content and its linked content in accordance with Section 11 (1) JMStV for a programme for the protection of minors that is recognised as suitable.
- not to supply advertising material which is included in Parts B and D of the List pursuant to Section 18 of the Protection of Minors Act (JuSchG) or which is wholly or substantially identical in content to a work included in the List (absolute prohibition within the meaning of Section 4 (1) of the Interstate Treaty on the Protection of Minors in the Media (JMStV).
- are included in Parts A and C of the List pursuant to Section 18 JuSchG or are wholly or substantially identical in content to a work included in this List, or
- are obviously capable of seriously endangering the development of children and adolescents or their upbringing to an independent and socially competent personality, taking into account the special form of effect of the medium of dissemination (relative prohibition in the sense of Article 4 (2) JMStV) only if they ensure that they are only made accessible to adults (closed user group). This requirement is currently only considered to be fulfilled for content offered in a closed user group or linked to from the closed user group. The making available of corresponding content in other areas requires a separate written agreement between the parties, for the conclusion of which the customer will approach Telekom without being asked. The customer further undertakes to prohibit content which is likely to impair the development of children or adolescents into a responsible and socially competent personality, in particular content which is not released for children or adolescents of the respective age group in accordance with the JuSchG or which is essentially identical in content to content which is not released for children or adolescents of the respective age group in accordance with the JuSchG (relative prohibition in the sense of § 5 (1)). The provider shall only be obliged to offer such content within the meaning of Article 5 (1) and (2) JMStV if he uses technical means to make it impossible for children or adolescents of the age group concerned to perceive the content or to make it considerably more difficult for them to do so. Telekom must be notified in writing in advance of the offer of such content and may only be made if Telekom does not object within 10 working days.

d) The customer further undertakes to observe the national and international copyright and trademark, patent, name and labelling rights as well as the other industrial property rights and personal rights of third parties.

e) The customer undertakes to observe all court prohibitions as well as the legal systems applicable in Germany and the other target countries and/or recognised rules of conduct of professional associations (in particular the rules of conduct of the German Advertising Council).

f) The customer is obliged, within the scope of the necessary and reasonable technical possibilities, to block access to such content which Telekom rejects as defective and in particular as illegal.

4 Duty to indemnify

If claims are asserted against Telekom by third parties, including state institutions, within the framework of this contract due to the infringement of third party rights and other infringements of rights due to the use of the advertising material in accordance with the contract, in particular in the cases of clause 3, the customer shall indemnify Telekom against these claims and provide Telekom with the necessary support in the legal defence, which Telekom is entitled but not obliged to do, and shall bear the necessary costs of the legal defence for Telekom. The prerequisite for this is that Telekom informs the customer immediately and comprehensively in writing about asserted claims and infringements of rights, does not make any concessions or acknowledgements or declarations equivalent to these and enables the customer to conduct all judicial and extrajudicial negotiations about the claims at its own expense. The right to assert further claims remains reserved.

Any limitations of liability under Clause 10 shall not apply to this Clause 4.

5 Rights of use

The customer grants Telekom a simple, non-exclusive, worldwide right to use the advertising material provided, unlimited in terms of call-off quantities, sub-licensable, limited in terms of time to the term of the advertising contract and limited in terms of content to the purpose of the contract.

The aforementioned granting of rights includes the necessary rights of use, ancillary copyrights and other rights under copyright law, in particular the right to publish, reproduce and/or distribute, publicly reproduce, broadcast, retransmit and perform, archive, make available to the public and edit the advertising material, insofar as this is necessary for the execution of the advertising order.

6 Other obligations of the customer

The customer shall deliver the advertising media to the address specified by Telekom in good time, in the format specified by Telekom and within the specified period, at the latest ten working days before the start of placement, and in accordance with the technical specifications, at his own expense and risk. Telekom shall provide a precise description of the format specifications to be observed by the customer for the respective advertising media and the technical requirements to be observed, if any, separately in relation to the specific advertising medium. The specifications must be observed.

7 Telekom performance

7.1 Telekom owes the placement of the delivered advertising media in accordance with these GTC and the service description.

7.2 Unless otherwise agreed in the offer confirmation, the exclusion of competitors of the advertising customer is not guaranteed, i.e. Telekom does not guarantee that advertisements of competitors of the advertising customer will not be published on the advertising media covered by the contract. However, Telekom will, as far as possible, not place or broadcast advertisements of competitors in immediate succession.

7.3 Telekom shall be entitled to postpone the agreed date for the placement of the advertising media by a reasonable period of time if technical reasons make a postponement necessary. In this case Telekom shall inform the customer immediately of the delay and give him the expected date of placement.

7.4 In addition, clause 2.2 shall apply.

8 Prices and terms of payment

8.1 Unless otherwise agreed in the contract, the applicable list prices of Telekom shall apply. Unless otherwise agreed in the order confirmation, the charges shall be due for payment within 14 days of receipt of the invoice by the customer.

8.2 Remuneration is always net prices plus legally applicable taxes and duties.

8.3 In the event of default in payment by the customer, Telekom shall be entitled to defer further performance of the current contract until payment has been made. Interest on arrears shall generally be charged at a rate of 8% percentage points above the base interest rate of the Deutsche Bundesbank applicable at the time. Telekom reserves the right to claim a higher interest rate.

8.4 The invoice amount shall be paid to the account specified in the invoice. It must be credited at the latest on the fifteenth day after the invoice date. The customer must raise objections to the invoice amount in writing to Telekom within six (6) weeks of receipt of the invoice. Failure to object in due time shall be deemed as approval.

8.5 The customer shall only be entitled to a right of set-off if his counterclaim has been legally established or is undisputed. The customer shall only be entitled to assert a right of retention due to counterclaims arising from this contractual relationship.

8.6 If the customer does not fulfil his obligation to deliver the advertising material on time or if the customer does not deliver the agreed advertising material in the agreed format, this shall not release the customer from his payment obligation. Additional costs incurred due to the late delivery or due to the non-agreed format shall be borne by the customer.

9 Term of contract, termination

9.1 The contract ends automatically with the contractually agreed broadcasting time/contractual term without the need for termination.

9.2 Contractual relationships for an indefinite period of time may be terminated by either contracting party subject to a notice period of 6 weeks to the end of the quarter. The termination must be made in writing.

9.3 The right to terminate without notice for good cause remains unaffected. Good cause for termination without notice exists if the terminating party cannot reasonably be expected to continue the business relationship. The justified interests of the respective other contracting party shall be taken into account. Good cause for Telekom shall be deemed to exist in particular if there is a significant deterioration or a significant threat to the customer's financial circumstances or if the customer ceases or declares his intention to cease payments to Telekom. In addition, good cause shall exist if compulsory enforcement proceedings are instituted against the customer or if insolvency proceedings are threatened against the customer's assets.

9.4 Telekom may refuse the services incumbent upon it if it becomes apparent after conclusion of the contract that its claim to counter-performance is jeopardised by the customer's inability to perform, unless counter-performance is effected or security is provided for it.

10 Liability, default in performance

10.1 Telekom shall be liable without limitation in the event of intent or gross negligence and in the absence of a guaranteed characteristic. In the event of slight negligence, Telekom shall be liable without limitation in the event of injury to life, limb and health. In all other cases, Telekom shall only be liable in the event of slight negligence if an obligation is breached, the fulfilment of which is a prerequisite for the proper performance of the contract, the breach of which jeopardises the achievement of the purpose of the contract and the observance of which the customer can regularly rely on (cardinal obligation). In the event of a breach of a cardinal obligation, liability shall be limited to the foreseeable damage typical for the contract. This also applies to lost profits and savings. Liability for other consequential damages caused by a defect is excluded.

10.2 If the broadcast fails to take place due to a circumstance for which Telekom is responsible, the customer shall be offered a substitute connection.

10.3 Unless agreed in writing, Telekom does not guarantee that specific results or successes will be achieved with the provision of services and placement of advertising.

10.4 Telekom does not guarantee that the advertising media (e.g. the TV services, MagentaSport app, aforementioned websites) will continue unchanged or remain the same in terms of content or quality or be accessible without interruption during the term of advertising campaigns.

10.5 Telekom shall not be liable for claims by the customer or third parties insofar as the customer changes the advertising media himself or has them changed by third parties or the broadcast is prevented or impaired by third parties.

10.6 Telekom shall be entitled to refrain from the agreed broadcast of the advertising contributions supplied by the customer if technical reasons through no fault of its own, force majeure, strike, official orders or other circumstances prevent the broadcast. In the aforementioned cases, the customer shall not be entitled to any claims against Telekom.

10.7 In the event of obvious defects, the customer shall be obliged to notify Telekom in writing without delay, at the latest within three (3) working days after the start of placement. After expiry of this period, the advertising material shall be deemed to have been approved.

11 Confidentiality

11.1 The parties are obliged to keep all information received from the other party under this contract, in connection with this contract and during the performance of the contract and which is of a technical, financial, organisational and other business nature or which concerns other details of the business operations of the parties (hereinafter: "information") strictly confidential and not to pass it on to third parties or make it accessible to them in any other way. Third parties shall not include companies affiliated with Telekom within the meaning of Section 15 of the German Stock Corporation Act (AktG) and the advertising agency commissioned by the advertising customer for this contract, insofar as information has to be passed on to them in connection with the contract negotiations. The use of the aforementioned information is limited exclusively to use for the execution of the contract between the parties. Each party is obliged to consult with the other party if any doubt should arise as to whether information is to be treated as confidential in a specific case.

11.2 The confidentiality agreement contained in this paragraph shall not apply to such information as the parties have lawfully obtained from a third party or which is in the public domain.

Moreover, it does not apply to the conclusion of the contract as such: Both parties can communicate the contract within the scope of their usual press relations without the consent of the other party.

11.3 The Parties shall ensure that their employees, agents or other persons having access to the Information are subject to the same confidentiality obligation as set out in this clause 11.

11.4 The agreement of confidentiality shall also apply for a further two years after termination of the contract. The time limit of the confidentiality obligation does not apply to personal data.

12 Other conditions

12.1 Telekom shall be entitled to provide the services through third parties as subcontractors. Telekom shall be liable for the performance of services by subcontractors as for its own actions.

12.2 German law shall apply to the contractual relationships of the contracting parties.

12.3 The place of jurisdiction for all disputes arising from or in connection with this contract is Bonn. Any exclusive place of jurisdiction shall have priority.

12.4 The customer may transfer the rights and obligations under this contract to a third party only with the prior written consent of Telekom. Telekom may transfer the rights and obligations without prior consent to companies affiliated with it pursuant to Sections 15ff of the German Stock Corporation Act (AktG) and to subcontractors used.

12.5 If a clause of these GTC or a provision of the individual contracts concluded is invalid or unenforceable, the remaining provisions shall remain unaffected. The contracting parties agree already now to replace the invalid or unenforceable provision by a valid and enforceable provision which comes as close as possible to the economic sense of the replaced provision.

Annex: Special Terms and Conditions for Sports Betting Providers "Electronic Advertising MagentaTV/MagentaSport"

1 Scope of application

The following Special Terms and Conditions for Sports Betting Providers (hereinafter referred to as "BGB") apply in addition to the General Terms and Conditions "Electronic Advertising MagentaSport" (hereinafter referred to as "GTC") for contracts with customers pursuant to § 2.

2 Sports betting providers

The customer is a sports betting provider who is in possession of a valid gambling licence for the offers, is named on the so-called "White List of all organisers of sports betting" with a valid sports betting licence from the competent authority for the offers he wishes to advertise on Magenta TV/MagentaSport in accordance with the order confirmation.

3 Conclusion of contract, subject matter of contract, reservations by Telekom, customer's GTCs

The subject matter of the contract results from the GTC mentioned in Clause 1, these BGB and the order confirmation. The services of Telekom specified in the order confirmation are subject to compliance with the guarantees specified in Clause 5. Telekom shall not be obliged to check compliance with the guarantees pursuant to Clause 5. In addition, Clause 2.2. of the GTC shall apply.

4 Components of the contract

Contractual components are in the following order of priority

- a. the order confirmation,
- b. the BGB,
- c. the GTC

5 Special Guarantees by the Advertising Customer / Right of Rejection Telekom

The customer guarantees to fully comply with the statutory provisions, in particular those of the GlüStV 2021, the statutes for the implementation of advertising regulations of the German State Media Treaty as well as the statutes and announcements of the supervisory authorities by the gaming operator in the respective valid version. This means in particular but not conclusively:

5.1 The Customer guarantees to be in possession of a permit pursuant to Section 4 (1) GlüStV 2021 relating to the services advertised under this Agreement (hereinafter referred to as "Permit"). The permission requires a currently effective and enforceable decision at the time of occupation of the advertising space, which may not have been revoked or withdrawn.

5.2 The customer guarantees that he is on the "White List of all sports betting organisers with a valid sports betting licence" when the contract is concluded and at the time the advertising is placed.

5.3 The Customer shall submit this complete notice to Telekom in due time before the conclusion of the contract and undertakes to inform Telekom immediately about any change with regard to its existence or content. In addition, no enforceable prohibition orders may exist in relation to the advertised offer.

5.4 Within the framework of this contract, the customer shall only advertise those services to which the notice referred to in the foregoing refers.

All advertising messages communicated by the customer are unambiguous and exclusively related to the offer assessed as permissible according to the decision. This means, among other things, that the customer must subtitle the use of the company logo with "sports betting", for example.

5.5 The customer also guarantees to comply with all legal requirements, in particular but not exclusively Clause 5 of the German State Treaty on Gambling and official requirements, including the content and ancillary provisions on advertising included in the notice (i.e. in the permit pursuant to Section 4 of the State Treaty on Gambling).

The customer does not operate and/or advertise (including by linking to further advertising media) any games of chance that are not expressly permitted, i.e. in particular no "lottery bets" and "secondary lotteries", i.e. such lotteries in which the tipper bets with a provider that his numbers will be drawn in the original "LOTTO 6 out of 49", for example, as well as the brokerage of online casino games, virtual machine games and online poker.

The customer guarantees in particular, but not conclusively, to advertise or offer live betting on events only within the framework of the legal regulations according to Section 5 (3) of the German State Gambling Treaty and to observe the requirements of the statutes of the gambling supervisory authorities and the state media institutions.

5.6 The customer guarantees that the advertising media for occupying the advertising spaces specified in the order confirmation do not contain any linking.

5.7 Pursuant to clause 1, Telekom shall have the right, in case of reasonable doubt, to reject and not to publish advertising media which in case of doubt do not comply with the aforementioned requirements, without any claims of the customer resulting therefrom. In particular, Telekom shall be entitled to discontinue at any time without liability for damages an advertisement already published in the event that supervisory authorities prohibit Telekom or the broadcaster from disseminating the advertisement or from cooperating with the customer or generally with companies from the same industry in which the customer is active or prepare corresponding measures, e.g. by formal enquiries or hearings against Telekom and/or the broadcaster. Accordingly, a ban by the relevant supervisory authorities is not first required for a rejection or discontinuation of the advertising medium.

6 Termination

Telekom and the customer have the right to terminate this agreement for cause.

An important reason exists in particular, but not conclusively, in the case of:

- a failure to comply with the guarantees assumed by the customer pursuant to clause 5, or
- if criminal investigation proceedings or supervisory proceedings of a supervisory authority are/were initiated against the customer. The customer undertakes to inform Telekom immediately about such a measure.

Telekom, Status as of August 2022