

## PART 1: GENERAL PROVISIONS

### § 1 Scope of application

(1) These Standard Terms and Conditions and the TVN price list shall apply exclusively in all contractual relationships in which TVN GROUP, comprising AZ MEDIA TV GmbH, TVN CORPORATE MEDIA GmbH & Co. KG, TVN GROUP HOLDING GmbH & Co. KG, TVN LIVE PRODUCTION GmbH, TVN PRODUCTION GmbH & Co. KG and TVN SOLUTIONS GmbH (hereinafter individually and jointly referred to as "TVN") provides services to other companies, merchants, legal entities under public law or special funds under public law (hereinafter referred to as the "Contracting Partners" and jointly referred to as the "Parties"), unless deviating terms are agreed in writing.

(2) These Standard Terms and Conditions (in particular Part 2, Special Provisions, § 4) and the Standard Terms and Conditions of Purchasing of Verlagsgesellschaft Madsack GmbH & Co. KG shall additionally apply exclusively between TVN and its suppliers.

(3) Conflicting terms and conditions, in particular the Contracting Partner's Standard Terms and Conditions, shall not become part of the contract, even if TVN performs a contract without expressly rejecting such terms and conditions, unless their validity is expressly approved in writing by TVN.

### § 2 Subject matter and performance period

(1) TVN provides a variety of services. These include, among others:

- Full service offers in the media sector
- Aerial shooting by remote-controlled aircraft
- Film production
- Conceptual design
- Project management
- Business communications
- Format development
- Programme production
- Rental of studios and / or other premises
- Rental of technical equipment
- Rental of costumes, props and accessories

(2) Unless agreed otherwise, the Contracting Partner shall specify the tasks to be performed. On this basis, the performance of tasks is planned jointly. TVN may submit a written concept for this and take over the project management, after prior consultation with the Contracting Partner. In case of doubt, the Contracting Partner shall be responsible for project management.

(3) Unless agreed otherwise, conceptual design is a separate, fee-based service provided by TVN.

(4) Dates are non-binding unless expressly designated as binding by TVN in written form. TVN's obligation to perform the service only begins upon acceptance of the offer or acceptance or approval of the contractual service concept by the Contracting Partner.

(5) In the event that the Contracting Partner fails to cooperate or provide information, and in the event of strikes, lock-outs, intervention by government authorities or other circumstances which hinder/prevent the performance of the order and for which TVN is not responsible, deadlines are deemed to be extended by the duration of the hindrance and by a reasonable start-up time after the end of the hindrance. TVN will inform the Contracting Partner of any hindrance without undue delay.

### § 3 Conclusion of contract and order of priority

(1) A contract is concluded if TVN accepts an order from the Contracting Partner within four weeks. Offers submitted by TVN are subject to confirmation, unless the Parties have agreed on other arrangements. Contractual declarations by both Parties must be issued in writing.

(2) Representations of any kind whatsoever which establish an obligation for TVN to assume responsibility going beyond the regulations provided for in these Standard Terms and Conditions require an expressed written confirmation by TVN. Guarantees and warranties require expressed and written confirmation by the TVN management.

(3) Unless agreed otherwise on an individual contract basis, the contents of the following documents shall apply in the following order of priority:

a. TVN order confirmation

b. TVN offer

c. these Standard Terms and Conditions (in the event of contradictions, the Special Provisions shall take priority over the General Provisions)

d. the Standard Terms and Conditions of Purchase of Verlagsgesellschaft Madsack GmbH & Co. KG

In the event of contradictions or gaps in the regulations, the above order of priority shall apply. Documents and attachments prepared after the contract has been concluded shall become an integral part of this contract upon the subsequent signing of such documents by all Contracting Parties.

### § 4 Rights of use / intellectual property / supplies provided by the Contracting Partner

(1) Unless agreed otherwise in individual cases, TVN's entire intellectual property existing at the time of the conclusion of a contract or acquired at a later date, as well as all adaptations, changes and further developments shall remain the property of TVN. Subject to the condition precedent of full payment of the agreed remuneration, TVN only grants the Contracting Partner an ordinary, non-transferable, time-limited right to use TVN's intellectual property insofar as this is necessary for the contractually intended use of the services and/or performance results covered by the contract. It is not permitted to produce copies of TVN's intellectual property or to edit or change it. Forwarding to third parties is not permitted either. If no contract is concluded between the Parties, all objects that have been provided must be returned, deleted or destroyed. Preparatory work for services and performance results (e.g. concepts, scripts, raw data, raw material, footage, etc.) are not subject of the granting of rights, unless expressly agreed otherwise in the contract.

(2) "Intellectual property" within the meaning of the above sub-clause (1) shall mean all industrial property rights and rights similar to industrial property rights of any kind, such as patent rights, trademark rights, utility and design patent rights, personal rights, copyrights, as well as rights of use and exploitation, whether registered or not, including the right to apply for such rights, and know-how.

(3) Insofar as the Contracting Partner requests the use and integration of pieces of music into the services and/or performance results, it is the Contracting Partner's sole responsibility to completely clarify the rights required to use such pieces of music. The same applies to all other pre-existing works and services (e.g. pictures, videos, fonts, graphics such as icons, open source

software, plugins, etc.) which TVN integrates at the Contracting Partner's request.

**(4)** Insofar as the Contracting Partner provides TVN with information and/or materials for the performance of the contractual services, it shall grant TVN all rights to associated existing intellectual property that are necessary for the performance of the contract. The Contracting Partner warrants that all materials and information provided by it are not encumbered with third-party rights and that TVN can freely use the materials and information for the performance of the contractual services.

The Contracting Partner further warrants that all information it provides to TVN is correct and complete. Finally, the Contracting Partner warrants that all information and materials made available to TVN and their contractual use by TVN do not violate any legal regulations.

The Contracting Partner undertakes to indemnify TVN on first demand from and against all claims by third parties that are not compatible with the above warranties and the above granting of rights. This also comprises the costs of any necessary legal defence.

TVN is not obligated to inspect the materials and information provided by the Contracting Partner for correctness and completeness or permissibility of use.

Reference is hereby made to the Contracting Partner's further cooperation obligations under § 7 below.

## § 5 Term / termination

**(1)** If the Contracting Partner terminates the contract in accordance with Section 648 BGB before the start of performance without TVN being responsible for the termination of the contractual relationship, TVN is entitled to demand the agreed remuneration in accordance with Section 648 sentence 1 BGB. However, TVN must take into account the expenses saved as a result of the cancellation of the contract or which were acquired or maliciously omitted to be acquired through other use of the labour.

**(2)** In the cases of para. 1, TVN may instead of the claim under § 648 p. 1 BGB, the following flat-rate compensation:

- Cancellation up to 7 days before the start of the service: 15 per cent of the agreed net remuneration
- Cancellation up to 24 hours before the start of the service: 20 per cent of the agreed net remuneration
- Cancellation within 24 hours before the start of the service: 80 per cent of the agreed net remuneration
- Cancellation after commencement of benefits: 100 per cent of the agreed net remuneration

**(3)** The start of the service shall be determined by the prior contractual agreements

**(4)** The Contractual Partner reserves the right to prove that the expenses saved as a result of the cancellation of the contract are actually higher and that the remuneration to which TVN is entitled is therefore actually lower than the lump sums agreed under paragraph 2.

**(5)** The right to extraordinary cancellation for good cause remains unaffected for both parties. Good cause shall be deemed to exist in particular if

- fulfilment of the contract becomes legally or actually impossible for reasons for which TVN is not responsible;
- the Contractual Partner is in default of payment and does not pay even after a reminder has been sent;

- the Contractual Partner repeatedly fails to fulfil its duty to co-operate despite being requested to do so within a set deadline;
- the contractual partner has a rating from S & P (Standard and Poor's), A.M. Best or Moody's and its rating falls under the secure category;
- the contracting party has filed an application for the opening of insolvency proceedings against its assets;
- insolvency proceedings have been opened against the contracting party's assets;
- the contractual partner merges or its ownership or control changes to a share of at least 25 %. Excluded from this are all mergers or changes in ownership or control, insofar as these are carried out with companies that are affiliated with the contractual partner in accordance with Section 15 AktG;
- the country in which the contractual partner has its registered office or head office becomes involved in a civil war or armed hostilities with another country, even if war has not been declared and it is partially or fully occupied by another power.

**(6)** Any cancellation must be in writing.

## § 6 TVN contact persons / employees

**(1)** TVN alone is authorised to give instructions to the employees deployed by TVN to provide the services. TVN's employees are not integrated into the Contracting Partner's company.

**(2)** Agreements concerning the content of the services can only bindingly be made between the Contracting Partner and the TVN project coordinator/project manager. Other TVN employees are not authorised to make or accept declarations on behalf of TVN.

**(3)** TVN decides which employees are to be deployed and reserves the right to replace them at any time. TVN is entitled to use freelancers and other companies within the framework of the performance of the order.

## § 7 Contracting Partner's obligation to cooperate

**(1)** The Contracting Partner shall provide TVN with all information required for the performance of the contractual services in a complete, timely and truthful manner.

**(2)** The Contracting Partner shall make available to TVN in good time, free of charge and in accordance with TVN's specifications all necessary technical facilities which are required for the provision of the services but are not to be provided by TVN under the terms of the contract, such as the technical environment, and shall keep these in a functional and proper condition during the period of performance.

**(3)** The Contracting Partner shall cooperate to the necessary extent and free of charge in the performance of the order, e.g. by making available employees, work premises, technical environments, software, data and telecommunication facilities. It shall grant TVN directly and by means of remote data transmission access to hardware and software and, if necessary, to technical equipment. It shall without undue delay answer questions, review results and test production, software and technical equipment.

**(4)** The Contracting Partner is responsible for securing its technical equipment and data in accordance with state-of-the-art technology. In the absence of an expressed written notice to the contrary, TVN employees are entitled to assume that the technical equipment and all data with which they can come into contact are secured.

**(5)** The Contracting Partner shall take reasonable precautions for the event that the technical equipment, hardware and software

do not work properly in whole or in part (e.g. by regular inspections of the technical equipment, data backups, fault diagnosis and regular review of the results). It is the Contracting Partner's responsibility to ensure that third parties properly operate the necessary working environment.

**(6)** The Contracting Partner shall name in writing a contact person, an address, a mobile number and an e-mail address for TVN to ensure availability of the contact person, especially in the event of live broadcasts and mobile production. The contact person must be in a position to make the necessary decisions on behalf of the Contracting Partner or to bring about such decisions immediately. The contact person ensures good cooperation with the contact person at TVN. The Contracting Partner's employees whose work is required for the performance of the order are to be released from other duties to an appropriate extent and are to be informed in accordance with the arrangements of the order.

**(7)** The obligations to cooperate as described in § 7 are genuine primary obligations of the Contracting Partner. The Contracting Partner is liable to TVN for any disadvantages, losses or additional costs incurred by TVN as a result of a culpable breach of these obligations.

## § 8 Remuneration and payment terms

**(1)** Unless agreed otherwise, the remuneration to be paid to TVN is based on the current TVN price lists.

**(2)** All prices are plus value added tax, unless the sale is exempt from value added tax.

**(3)** TVN is entitled to invoice services or partial services

**(4)** TVN is entitled to demand partial or full advance payment or security in the form of guarantees, credit securities, liens, land charges etc. if there is no pre-existing business relationship with the Contracting Partner, if the delivery is to be made to a country other than Germany or the Contracting Partner has its registered office abroad, or if there are reasons to doubt the punctual payment by the Contracting Partner. If doubts about the Contracting Partner's solvency arise after the conclusion of the contract – and also in the event of a good cause as provided for in § 5 (4) – TVN may revoke the payment terms granted and request immediate payment.

**(5)** The remuneration shall be due upon issue of the invoice.

**(6)** Complaints about invoices must be lodged within seven days of receipt of the invoice. After expiry of this period, the invoice shall be deemed to have been accepted and the Contracting Partner shall be barred from raising objections to the invoice. Objections to the invoice do not result in payment not falling due on the specified date.

**(7)** Invoicing on a time-and-materials basis is carried out upon presentation of the activity reports customary at TVN. The Contracting Partner may object to the stipulations made there only in writing and in accordance with sub-clause (6).

**(8)** Travel times, travel costs and subsistence expenses are calculated according to the TVN price list, depending on the place of employment of the relevant TVN employee. Travel time and costs are incurred on journeys between the employee's place of employment and the Contracting Partner's respective place of deployment or between various places of deployment of the Contracting Partner.

**(9)** Set-offs by the Contracting Partner are only permitted if its claims are uncontested or have been finally and bindingly de-

termined. A right of retention can only be asserted in relation to claims that originate from the same legal relationship. The Contracting Partner cannot assign any claims against TVN to third parties, notwithstanding the provision of section 354 a of the Commercial Code (HGB).

**(10)** Insofar as the Contracting Partner fails to fulfil its payment obligations in accordance with the contract, TVN is entitled, without prejudice to other rights, to withhold contractual, further or other services concerning the Contracting Partner until the outstanding amount has been paid in full in accordance with the contract.

**(11)** TVN is entitled to invoice the Contracting Partner for the contributions to the artists' social security fund (Künstler-Sozialkasse) as well as for royalties to be paid to collecting societies such as GEMA and for taxes of foreign artists with an additional 15% service fee.

**(12)** If the contract is concluded and performed as intra-Community trade within the EC and the Contracting Partner fails to provide TVN with its VAT identification number, TVN shall be entitled to invoice and demand payment of the relevant German value added tax in addition to the agreed remuneration.

## § 9 Warranty

**(1)** Public statements, recommendations or advertising by TVN do not represent contractual quality descriptions, unless TVN and the Contracting Partner have contractually agreed that such information is to constitute a quality description.

**(2)** Performance under a contract for works and services

**a.** In the case of defects in a work, TVN shall at its discretion initially rectify the defect or produce a new work.

**b.** Insofar as TVN earnestly and finally refuses to perform the service, refuses rectification or replacement due to disproportionate costs or if rectification or replacement fails or is unreasonable for TVN, the Contracting Partner may at its discretion and in lieu of performance only demand a reduction of the remuneration (price reduction) or cancellation of the contract (withdrawal) and damages within the scope of the liability limitations in accordance with these Standard Terms and Conditions.

**c.** In the event of a minor breach of contract, in particular in case of only minor defects, the Contracting Partner is not entitled to withdraw from the contract.

**d.** Defects in a work must be notified in writing within two weeks of delivery – in the case of hidden defects within two weeks of their discovery. The written notification must also contain the designated error.

**e.** If the Contracting Partner receives faulty instructions or descriptions, TVN is only obligated to supply fault-free instructions or descriptions, and this obligation furthermore only applies if the fault in the instructions or description hinders the proper assembly or use of the work.

**f.** If it is found that the work sent in by the Contracting Partner for rectification of defects is free of defects, TVN may invoice the Contracting Partner for the expenses incurred in examining the defectiveness of the work.

**g.** After the successful completion of the functional test, the Contracting Partner must formally confirm acceptance in writing without undue delay. If a work performance involves several individual works that can be used by the Contracting Partner independently of each other, these individual works are to be

accepted separately. If partial works are defined in a contract for works and services, TVN may make partial works available for acceptance. Subsequent acceptance tests will only verify whether the parts that were accepted earlier also interact correctly with the new parts.

**h.** If the contract involves the creation of a script, production concept or other concept, in particular for the development, modification or extension of the service, TVN may demand separate formal acceptance of the concept.

**i.** Within a period set by TVN, no more than five working days after delivery of the work or notification of completion, the Contracting Partner must inspect the work result and, via the contact person, either confirm acceptance in writing or make notification in writing of the detected defects, including an exact description. If the Contracting Partner fails to make notification within this period and uses the service without giving notice of defects, the service shall be deemed to have been accepted. Minor defects shall not entitle the Contracting Partner to refuse acceptance. For live productions, acceptance must be confirmed immediately. Any defects detected must be reported immediately.

### **(3) Purchase**

**a.** The Contracting Partner shall immediately notify TVN in writing of any defects that occur, including an exact description of the defect and any information that is useful for the elimination of the defect (obligation to give notice of defects according to section 377 HGB). Only the contact person defined in accordance with § 7 (6) above is authorised to give notice of defects.

**b.** TVN may primarily provide warranty by rectification of defects. The urgency of the rectification of the defect depends on the degree of the impairment of operations and on the type of production.

**c.** If rectification irretrievably fails, the Contracting Partner may reduce the remuneration or withdraw from the contract subject to the legal requirements.

**d.** The liability provisions of these Standard Terms and Conditions shall apply to damages and compensation for expenses. Other warranty rights are excluded.

**(4)** Warranty claims shall become time-barred after expiry of one year from acceptance or, for purchases, from transfer of risk.

### **§ 10 Reservation of title**

**(1)** Insofar as the object of the contractual performance is a purchase of goods and products, such goods and products shall remain the property of TVN until all claims to which TVN is entitled under the business relationship with the Contracting Partner have been satisfied (reserved-title goods). This also applies if individual or all claims of TVN are included in a current account and the balance has been calculated and accepted.

**(2)** The Contracting Partner is only entitled to sell the reserved-title goods in the ordinary course of business if it simultaneously assigns to TVN all claims against its customers or third parties arising from such resale. If reserved-title goods are sold unprocessed or after processing or combination with objects that are the exclusive property of the Contracting Partner, the Contracting Partner hereby assigns to TVN in full the claims arising from the resale. TVN hereby accepts the assignment. The Contracting Partner shall continue to be entitled to collect such claims, even after they have been assigned. TVN has the right to collect the claims itself; however, TVN undertakes not to collect the claims as long as the Contracting Partner properly fulfils its payment obligations and other duties.

**(3)** If the Contracting Partner – after processing/combination – sells reserved-title goods together with goods not belonging to TVN, the Contracting Partner simultaneously assigns the claims arising from the resale in the amount of the value of the reserved-title goods, with all ancillary rights and priority over the rest. TVN hereby accepts the assignment. Sub-clause (2) shall apply mutatis mutandis to the collection of such claims.

**(4)** TVN shall have the right to request that the Contracting Partner notify TVN of the assigned claims and their debtors, provide TVN with all information required for the collection of such claims, deliver the associated documents, and notify the debtors of the assignment.

**(5)** The Contracting Partner must notify TVN without undue delay of any seizures and other interference by third parties with the reserved-title goods and must provide all related documents.

**(6)** The Contracting Partner must inform TVN without undue delay of any damage to or loss of the reserved-title goods.

**(7)** In the event of default of payment or other substantial breaches of contract by the Contracting Partner, TVN is entitled to take back the reserved-title goods. In this case the Contracting Partner is obligated to assign claims for restitution against third parties to TVN. The Contracting Partner hereby irrevocably permits TVN to enter the Contracting Partner's premises where the reserved-title goods are stored in order to enable TVN to inspect or, if applicable, to remove the goods.

**(8)** The Contracting Partner is not permitted to pledge the reserved-title goods or to assign them as security except with the written consent of TVN.

**(9)** The reference value for calculating the value of the security is TVN's selling price, less 10% if the goods are no longer in mint condition.

### **§ 11 TVN's liability**

**(1)** TVN has unlimited liability for intent and gross negligence, for damage to life or limb, malicious intent and product liability, assumed guarantees and mandatory statutory provisions.

**(2)** In the event of a breach of a material contractual obligation TVN is liable in the amount of the typical contractual loss. The contract value of the individual order represents the typical contractual loss. In the event of data loss by the Contracting Partner, TVN is only liable for the expenditure necessary to restore the data, but always limited to the contractual value of the individual contract. The Federal Court of Justice (BGH) regards as material contractual obligations or cardinal obligations such obligations the fulfilment of which is essential for the proper performance of the contract and on compliance with which the other Contracting Party relies and is entitled to rely.

**(3)** In all other cases, TVN's liability is excluded.

**(4)** The above provisions also apply to any breaches of duty by TVN's legal representatives or assigned vicarious agents.

**(5)** With the exception of the mandatory statutory liability in accordance with § 11 (1), all claims against TVN for damages or compensation for futile expenditure in the case of contractual and non-contractual liability shall become time-barred after expiry of one year.

**(6)** Events of force majeure which prevent TVN, its suppliers or other vicarious agents from processing the contract shall release TVN from the obligation to perform the contract until the event of force majeure has ended. Insofar as such events are

material with regard to TVN's obligation and TVN is not responsible for such events, including with regard to the selection of its vicarious agents, the following events shall be deemed equivalent to events of force majeure: industrial action, fluctuations/interruptions in energy or signal supplies, breaches of contract by upstream contractual partners in the case of rental objects. If the disruption lasts longer than one week, each Party is entitled to withdraw from the contract in writing with immediate effect. Claims by the Contracting Partner that go beyond the above shall be excluded.

### § 12 Confidentiality and data protection

(1) The Contracting Partners undertake to treat with strict confidentiality, for an unlimited time, all knowledge of TVN's confidential information and business secrets obtained during the performance of the order, and to only use the above within the framework of the performance of the order. TVN's business secrets include, in particular, the prices and the services provided under these Standard Terms and Conditions.

(2) The Contracting Partner may only make information relevant to the contract available to employees and other third parties to the extent necessary in order to exercise the right of use granted to it; otherwise it shall keep all information secret. The Contracting Partner will inform anyone to whom it grants access to information relevant to the contract in writing about TVN's rights to the contractual services and the obligation to keep them confidential, and will obligate such persons in writing to observe the confidentiality duties.

(3) The Parties undertake to observe the rules of data protection law. Insofar as TVN is granted access to the Contracting Partner's technology, hardware and software (e.g. during productions), this is not intended to constitute a commercial processing or use of personal data by TVN. Rather, a transfer of personal data only occurs in exceptional cases as a secondary consequence of TVN's contractual services. Should it be necessary in individual cases, the Parties shall record their mutual data protection obligations in a separate contract for the processing of personal data.

### § 13 Change of the contents of performance (change request)

(1) Insofar as the Contracting Partner wishes to change the contractually agreed services after the conclusion of an individual contract, it may submit a change request to TVN. TVN will provide notification within a reasonable period of time, at the latest after ten working days, as to whether the change is possible and what effect it will have on the contractual services, in particular taking into account the time schedule, the quality of the service and the remuneration (supplementary offer). The Contracting Partner shall then inform TVN in writing as soon as possible whether it wishes to maintain its requested change under these terms by accepting the supplementary offer or whether it wishes to continue the contract under the contractually agreed terms.

(2) If the examination of a change request leads to more than insignificant expenses, TVN may invoice the expenses caused by the examination separately in accordance with § 8, unless agreed otherwise.

(3) Pending agreement on the change, work shall continue under the existing contract. Instead, the Contracting Partner may demand that the work be suspended in whole or in part or be finally discontinued. In such cases, § 5 applies.

### § 14 Rights and obligations to include credits / self-promotion

(1) In the case of media productions, in particular film or television productions, which are produced with significant editorial participation by TVN, the production by TVN must be indicated in the opening title or closing credits. At the same time, the TVN logo must be displayed.

TVN is also entitled to integrate its name and logo or other distinguishing features and codes in a manner customary in the industry into the contractual services and performance results. The Contracting Partner is obligated to retain unchanged such integrations as well as all protective notices such as copyright notices.

(2) Even beyond the term of the contract, TVN is entitled, to the extent customary in the industry (e.g. in newsletters, on company websites, in showreels etc.), to name the Contracting Partner as its client, using its logos and other marks and/or to use the services and performance results provided to the Contracting Partner (including any objects, persons, documents and/or information provided by the Contracting Partner for this purpose, to which the Contracting Partner hereby grants TVN corresponding ordinary rights) in whole or in part within the framework of reference naming and self-promotion.

### § 15 Choice of law and place of jurisdiction

(1) These Standard Terms and Conditions and all individual contracts are subject to German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) If the Contracting Partner is a merchant within the meaning of the Commercial Code (HGB), a legal entity under public law or a public-law special fund or if it has no general place of jurisdiction in Germany, the place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship and the place of performance of the services shall be TVN's registered place of business. Any mandatory place of jurisdiction remains unaffected by the aforesaid.

## PART 2: SPECIAL PROVISIONS

(applicable in addition to the General Provisions)

### § 1 Special supplementary provisions for aerial shooting by remote-controlled aircraft

(1) Special obligations of the Contracting Partner

If TVN is assigned with location shooting, the Contracting Partner shall ensure without undue delay that TVN receives a written take-off and landing permit from the land owner. Other permits and documents necessary for the application for the ascent permit must also be provided without undue delay by the Contracting Partner in consultation with TVN. TVN will apply for the ascent permit with the responsible air traffic authority within Germany.

(2) Performance and performance times

a. Services for aerial shooting are provided with multicopters (aircraft weighing five kilograms or more) and blimps (Zeppelins) from Hanover, Germany. In the case of small copters (aircraft weighing less than five kilograms), the service is provided from the respective location, if applicable.

b. The image material is recorded directly in the cameras on the aircraft. A control monitor on the video van or with the video operator receives the video signal in real time. Post-processing and transfer to a format other than the agreed format is generally not

part of the scope of services and must be ordered separately. For live broadcasts in HD-SDI or SD-SDI, the image signal is forwarded by TVN directly to the previously agreed receiving point.

**c.** Acceptance of the image material shall be carried out by the Contracting Partner immediately after the flight on the monitor of the video van.

**d.** The TVN team deployed is bound by the requirements of the responsible air and other authorities when location shooting. In the case of deployments abroad, a corresponding lead time must be planned so that TVN can verify the country-specific legal requirements and apply for any necessary permits.

### **(3) Remuneration / damages**

**a.** If fixed shooting and deployment days are postponed or cancelled for reasons for which TVN is not responsible (e.g. poor weather conditions etc.), the Contracting Partner must provide notification thereof in writing at least 72 hours before the planned date. If notification is given in good time, deployment will be postponed without charging a separate cancellation fee. Any costs incurred up to that point shall be borne by the Contracting Partner. If such notification is not given prior to expiry of the above period, the Contracting Partner will be charged 100% of the order amount. The Contracting Partner shall be free to provide proof that TVN did not incur any loss or that the loss incurred was lower. For live broadcasts and productions abroad, the following regulation in § 1 (3) b. shall apply and shall take precedence over this regulation in § 1 (3) a.

**b.** If fixed shooting and deployment days for live broadcasts or productions abroad are postponed or cancelled for reasons for which TVN is not responsible, the Contracting Partner will be charged 100% of the order amount, unless the Contracting Partner informs TVN in writing of the postponement or cancellation at least seven calendar days before the planned departure. The costs already incurred due to the order up to the time of cancellation/postponement are to be reimbursed to TVN in any case. The Contracting Partner shall be free to provide proof that TVN did not incur any loss or that the loss incurred was lower.

**c.** If the order is for a deployment abroad, the costs for the A.T.A. Carnet document for the temporary import of equipment are to be borne by the Contracting Partner (applies only if the order relates to deployment in countries which are members of the A.T.A. Convention).

### **(4) Safety information**

**a.** The deployment may be aborted for safety reasons by the pilot or the flight director at any time. This also applies in case of poor visibility or weather conditions.

**b.** The electrically operated multicopters may not be used directly above uninvolved persons (e.g. at public events) or above spectators. The blimp may also be used above spectators after prior clarification in each individual case with the responsible air traffic authority.

**c.** Depending on the requirements, the multicopter can be used up to wind force 5 Bft (35 km/h). The small copter can be used up to 4 Bft (20 km/h). The blimp can be used up to 3 Bft (15 km/h) (gusts of wind max. 25 km/h).

**d.** Depending on the requirements, the multicopter can be used up to wind force 5 Bft (35 km/h). The small copter can be used up to 4 Bft (20 km/h). The blimp can be used up to 3 Bft (15 km/h) (gusts of wind max. 25 km/h).

**e.** All planned deployments must be coordinated in detail with

TVN in good time before the deployment. When using the blimp, a preliminary inspection of the locations to be filmed is necessary. Special arrangements must be made for the take-off and landing areas of the blimp. These are to be clarified with the responsible TVN flight director.

**f.** All issues with security relevance must be discussed with TVN in good time in advance.

**g.** Separate security measures apply in public spaces and must be discussed in advance.

**h.** Actors or other persons (e.g. performers, cameramen, extras, etc.) who, contrary to the above-mentioned advice, are active in any form in the danger area of the aircraft at their own request or at the request of the Contracting Partner shall bear responsibility for any injuries and any resulting damage incurred. Risks arising from the above-mentioned deployment of persons must be expressly insured by the Contracting Partner.

**i.** TVN, prior to the deployment, draws the Contracting Partner's attention to special risks involved with the deployment (e.g. deployment over water, deployment over metallic terrain etc.), but the Contracting Partner nevertheless wishes to carry out such deployment, the Contracting Partner shall be liable for any loss resulting from the realisation of the risk named by TVN.

## **§ 2 Special provisions for the rental of studios / premises / equipment / costumes, props and accessories**

### **(1) Rental object / period of use**

**a.** With the conclusion of the rental agreement for the rented items specified in the individual contract (recording and music studios etc.), the Contracting Partner assumes the obligation to procure exclusively from TVN all decorative items, technical equipment, costumes/props/accessories, all equipment required for the production – including location shooting –, all technical services and comparable services. This particularly affects the use of the mixing, music and editing rooms as well as the electronic production technology, which includes the final production after the completion of shooting.

**b.** Unless agreed otherwise, the rented rooms and objects are generally only available to the Contracting Partner on working days. Work on weekends and public holidays must be agreed in each individual case and in good time with the central planning department or the TVN contact person. The Contracting Partner is obligated to comply with the agreed times such as start and end times. If the Contracting Partner does not take over the rented rooms or objects at the agreed start time, it is nevertheless obligated to pay the rent from this time onwards.

**c.** TVN is entitled to take the necessary precautions for cleaning at the expense of the Contracting Partner insofar as the Contracting Partner fails to fully carry out the cleaning work by midnight of the last day on which the rooms are made available to the Contracting Partner. For each day on which the contractually rented rooms, including the ancillary rooms, are not clean-swept, TVN is entitled to lump-sum damages in the amount of one full studio rent (daily rent). The Contracting Partner shall also bear the costs of waste and rubble disposal, which shall be invoiced to the Contracting Partner at the daily rate plus 15% service fee. The Contracting Partner shall be free to provide proof that TVN did not incur any loss or that the loss incurred was lower.

### **(2) Supplementary rental services**

**a. a.** The heating fee includes the heating of ancillary rooms made available to the Contracting Partner. Heating on Saturdays and Sundays, if requested by the Contracting Partner, will be

charged separately. The Contracting Partner is not entitled to demand a specific temperature in the studio or to put additional heating devices into operation without TVN's approval. Heating is carried out by using the existing heating capacities and heating times.

**b.** The normal water/heating/electricity consumption in the rooms/studios will be charged on a pro rata basis. Water consumption for decorative purposes or on the premises will be charged to the Contracting Partner according to the interim meter reading. The Contracting Partner is generally provided with the normal quantity and type of electricity. The technical management must be notified at least 48 hours in advance of any intended higher electricity consumption in the studio or on the premises. Electricity is charged on the basis of the reading of the studio electricity meters according to the current price list.

**c.** The fees for telephone calls, internet access, telegrams, faxes and telexes are based on the current price list. The Contracting Partner is obligated to pay all charges arising from the use during the rental period of the telephones located in the rooms rented by the Contracting Partner.

### (3) Decorative objects

**a.** At the end of the rental period, the Contracting Partner is obligated at TVN's discretion to either restore modified decorative objects to their former condition at its own expense or to leave them to TVN in the modified condition free of charge.

**b.** At TVN's discretion, lost or destroyed objects are either to be replaced by the Contracting Partner at its own expense with equivalent objects or the Contracting Partner is charged for such objects at their market price plus a 15% service fee. The latter applies to projection lamps that become unusable due to use or damage.

### (4) Technical equipment and costumes / props / accessories

**a.** Objects taken over from the Contracting Partner for processing or proper storage may, at TVN's discretion, also be stored in collective warehouses. Storage will be carried out by TVN with due care. The Contracting Partner shall be responsible for labelling and insurance of these objects. TVN is entitled to charge storage fees in accordance with a separate agreement. TVN may demand at any time that the stored objects be taken back.

**b.** The nature, scope and duration of the provision of the objects are defined in the delivery and service documents. The nature and scope of the accessories that are part of the rental are determined by TVN according to suitability, unless expressly agreed otherwise.

**c.** The place of delivery is the TVN warehouse or another place specified by TVN to the Contracting Partner. The Contracting Partner must satisfy itself of the completeness and proper condition of the rented objects, including accessories, at the place of delivery. Notifications of defects or the invoking of shortfalls can only be made in writing immediately after the objects have been delivered or taken over, including a precise specification. The Contracting Partner is obligated to handle the objects provided to it with due care, to store them properly and to transport them to and from the storage locations at its own expense and risk. Except with TVN's consent, rented objects may not be sublet or left to others, altered and, unless agreed otherwise, may be transported only within the Federal Republic of Germany.

**d.** If TVN's stock of studio equipment is not sufficient, TVN confirms to be willing to procure the necessary items for the Contracting Partner from third parties. This does not result in any corresponding contractual obligation on the part of TVN. TVN

accepts no liability for the quality of such objects. They are invoiced at the rental price charged by the respective third-party provider, plus administration and procurement costs.

### (5) Termination of rent / returning the rental objects / damages

**a.** The Contracting Partner is obligated to compensate TVN for the loss incurred if TVN is caused to terminate the contractual relationship prematurely due to unlawful behaviour on the part of the Contracting Partner or if the Contracting Partner fails to comply with contractually agreed performance times. In such cases, the obligation to pay damages refers to the full amount of the unused services, in the case of studio rentals, however, to at least 150.00 Euro per day plus double the studio rent for each studio ordered but not used. The Contracting Partner shall be free to provide proof that TVN did not incur any loss or that the loss incurred was lower.

**b.** Rented rooms, including ancillary rooms, are handed over to the Contracting Partner in a clean-swept condition at the beginning of the contractually agreed rental period and are to be returned in the same condition at the end of use. All clean-up work shall be at the expense of the Contracting Partner, on a time-and-materials basis. The Contracting Partner shall only be released from this obligation once an employee to be determined by TVN has approved the condition of the rented rooms including the ancillary rooms.

### (6) Transfer of risk / special obligations of the Contracting Partner

**a.** From the day on which the rental object is made available until it is taken back by TVN, the risk of damage and destruction passes to the Contracting Partner who is also liable for the completeness of the rental object from the day when it is made available until it is returned. The Contracting Partner shall take over the studio and the studio equipment, devices, machines etc. as is.

**b.** All necessary repair work during the rental period shall be borne by the Contracting Partner, unless it is caused by the normal wear and tear of the contractual object.

**c.** The Contracting Partner shall without undue delay report any damage to the rental object occurring during the rental period.

**d.** For productions with spectators, the Contracting Partner must inform the central planning department at least ten working days before the start of production of the exact times, the number of persons and the need for ancillary rooms and facilities (cloakrooms, toilets, parking spaces, etc.), in writing or by e-mail with confirmation of receipt.

**e.** The Contracting Partner is responsible vis-à-vis TVN for compliance with all relevant statutory, government and trade association regulations, in particular the industrial safety and accident prevention regulations and the generally accepted technical rules and standards. TVN is entitled to prohibit activities and measures that it considers dangerous, or to demand the implementation of all security measures that appear necessary.

**f.** The Contracting Partner is obligated to adequately insure the rental object against all risks for which the Contracting Partner or a third party is liable to TVN under these Standard Terms and Conditions or under the individual contract. In addition, the Contracting Partner is obligated to adequately insure all risks arising from the use of the services, in particular the liability risk vis-à-vis TVN, including liability for consequential damage and loss of profits, as well as vis-à-vis the persons participating in the production and working on the premises.

**(7) Fire service / specialists**

**a.** The provision of firefighters is carried out in accordance with the applicable government regulations. Invoicing is either based on an hourly rate or a flat rate according to the price list. This also covers the inspection and maintenance costs for the fire extinguishing system. In the case of productions with spectators, additional safety measures (entrance controls, fire and object protection, etc.) are required in accordance with the applicable government requirements. The provision of security and auxiliary staff must be agreed with the central planning department at least four working days before the start of production.

**b.** The provision of specialists for whom the salary price list does not contain any regulation shall be subject to a special agreement.

**(8) Rental price**

The TVN price lists valid during the period of use and the delivery and service documents to be drawn up shall serve as the basis for invoicing the rental price or remuneration for the studios, equipment including accessories and other services provided to the Contracting Partner. If the price calculation depends on the duration of use, the day when the rental objects are made available and the day when they are returned are always included in the calculation. Saturdays, Sundays and public holidays during the rental period will only be exempt from invoicing if it can be proven that on these days TVN's personnel or material services were neither required to be kept on stand-by nor used. If the remuneration is charged in the form of a lump-sum for a specified period of time, the time exceeding the time underlying the calculation of the lump-sum shall be charged at the regular price according to the price list.

**§ 3 Special provisions for the provision of staff by TVN****(1) Provision / obligations of the Contracting Partner**

**a.** The Contracting Partner may not make TVN staff available to third parties without TVN's permission. The required staff must be requested in writing from the central planning department in good time, at the latest by 12.00 noon on the previous day.

**b.** TVN is prepared to procure the required staff for the Contracting Partner if its own staff is not sufficient. All additional costs incurred due to the use of external staff, such as travel expenses, higher wages and the like, shall be borne by the Contracting Partner. TVN does not warrant that it will always be possible to provide or procure the requested staff for the Contracting Partner.

**c.** If TVN wishes to itself use staff that has been made available for a longer, indefinite period of time, TVN shall give two days' notice. The Contracting Partner may also only return to TVN staff made available to the Contracting Partner for a period of more than three days upon two days' notice, unless TVN agrees to take such staff back earlier.

**d.** Through the provision of staff, TVN's authority to issue instructions to such staff is transferred to the Contracting Partner by delegation of the right of direction. Responsibility for compliance with the legally regulated working hours as well as other legal regulations existing for the protection of employees, in particular the Occupational Safety and Health Act (Arbeitsschutzgesetz), shall also be incumbent upon the Contracting Partner. Loss of working hours caused by compliance with statutory regulations shall be borne by the Contracting Partner.

**e.** Overtime work can only be ordered by the Contracting Partner after approval by TVN's central planning department. Requests

for overtime following normal working hours must be submitted in writing to the central planning department no later than at 10.00 a.m. of the day in question, and requests for work on days that are not considered working days by law or collective agreement no later than 48 hours before the requirement. During the term of the contract, the Contracting Partner and its agents are obligated to comply with the statutory provisions on occupational health and safety when using staff made available by TVN.

**f.** TVN shall obtain the necessary official permits for work on Sundays and public holidays, insofar as such work is to be carried out in the territory of the municipality of Hanover, Germany. The fees will be invoiced to the Contracting Partner. For corresponding work outside Hanover, the Contracting Partner must obtain approvals from the authorities responsible for the planned deployment location.

**g.** During working hours, the staff must be given the opportunity to have breakfast and lunch. The quarter-hour breakfast break and the half-hour lunch break do not count as working time.

**h.** If the use of public transport is no longer possible after the end of working hours, the Contracting Partner must provide a means of transport or accommodation.

**(2) Remuneration / cost provisions**

**a.** The Contracting Partner is prohibited from granting, either itself or through third parties, directly or indirectly, any form of remuneration or benefits to TVN employees.

**b.** Travel costs, incidental expenses, special remuneration components such as shift, night, hardship, dirt and height allowances, as well as break and daily allowances, allowances for off-site work and the like may not be paid directly by the Contracting Partner to the TVN employees, but are paid directly by TVN on the basis of the confirmation issued by the Contracting Partner or its agent on the daily report, and are charged to the Contracting Partner with a 15% service fee.

**(3) Non-solicitation**

The Contracting Partner undertakes to refrain from directly or indirectly enticing away any TVN employees during and for a period of two years after termination of the contract. For each breach of this obligation, the Contracting Partner shall pay TVN a contractual penalty amounting to two gross annual salaries (including bonuses, royalties) of the employee concerned who was enticed away by the Contracting Partner in violation of this obligation, whereby the gross annual salary of the employee concerned in the year before the contractual penalty was forfeited shall be decisive for the calculation of the contractual penalty.

**§ 4 Special Terms and Conditions of Purchasing of TVN****(1) Delivery time**

**a.** The delivery time begins upon receipt by the Supplier of the order from TVN. Delays in delivery and performance due to force majeure and due to events that make delivery by the Supplier considerably more difficult or impossible shall not lead to an extension of the delivery time.

**b.** If the Supplier does not perform within the agreed delivery time, TVN is entitled to set a reasonable period of grace, which need not exceed one week. If delivery is not made during this period of grace, TVN is entitled to withdraw from the contract in whole or in part and to demand damages for non-performance or procure replacement at the Supplier's expense.

**c.** The Supplier is obligated to inform TVN without undue delay if it is found that it will not be possible to meet the agreed delivery



deadline. If the Supplier is responsible for the non-compliance with the agreed periods and deadlines or is in default, TVN is entitled to charge damages in the amount of 0.5% of the invoice amount of the affected delivery per day of delay, but not exceeding 5% of the invoice amount. The Supplier is free to provide proof that TVN has not incurred any loss or that the loss incurred is lower. Further claims that TVN may have shall remain unaffected by this.

**d.** In the event of delivery before the agreed time, TVN reserves the right to return the goods at the Supplier's expense. If TVN does not return the goods despite premature delivery and stores the goods, this is done at the Supplier's expense and risk. The due date of the agreed payment shall not be affected by this.

## **(2) Transfer of risk / shipment**

**a.** The Supplier undertakes to make notification of dispatch separately for each individual shipment. The object, the quantity, the weight, the packaging, the mode of shipment and the labelling of the delivered goods must be indicated in this context. The notice of dispatch must be in the possession of TVN at the latest upon arrival of the goods. Otherwise, TVN is entitled to reject the goods.

**b.** All deliveries to TVN shall be free of charge, including packaging, insurance and any other costs, taxes or customs duties.

## **(3) Warranty / guarantee / title**

**a.** The Supplier warrants that the delivered goods comply with the legal and government regulations applicable to their distribution and use and that they do not violate any third-party rights.

**b.** The period for TVN to give notice of visible defects is three weeks from acceptance or receipt, and three weeks from detection of the defect for non-visible defects. In order to safeguard TVN's warranty claims, it is sufficient if the notification is dispatched by TVN within the stated period.

**c.** Upon payment of the agreed remuneration, title to the goods passes to TVN. Extended security rights for the Supplier, such as extended retention of title in case of all monies clauses, group retention of title or similar, do not apply.

## **(4) Payments**

**a.** The agreed prices are fixed prices and preclude subsequent claims of any kind.

**b.** For each delivery that is not a partial delivery of an order placed at a lump-sum price, the invoices are to be issued in duplicate, at the latest upon dispatch, and shall be sent separately to TVN. Invoices may not be enclosed with the delivery of goods.

**c.** Payments shall be made 14 days from receipt of the invoice by the central purchasing department less 3% discount, or 30 days from receipt of the invoice without deduction, at TVN's discretion either by sending a crossed cheque or by transfer to a bank/post office bank account held by the Supplier.

**d.** TVN is always entitled vis-à-vis the Supplier to offset, withhold or reduce payments in the event of warranty claims. TVN is also entitled to these rights vis-à-vis companies affiliated with the Supplier pursuant to section 15 AktG.

**e.** Advance payments by TVN shall only be made if adequate security is provided, for example in the form of a bank guarantee.

**f.** Invoices must be sent in electronic form as a pdf document to the following address: [lieferantenrechnung@madsack-medien-gruppe.de](mailto:lieferantenrechnung@madsack-medien-gruppe.de).

## **(5) Liability**

## **(6) Supply Chain Due Diligence Act**

The Seller recognises the Code of Conduct for Business Partners of the MADSACK Media Group, which is available at the web address: [www.madsack.de/wp-content/uploads/2024/03/MADSACK-Verhaltenskodex-fuer-Geschaeftspartner-1.pdf](http://www.madsack.de/wp-content/uploads/2024/03/MADSACK-Verhaltenskodex-fuer-Geschaeftspartner-1.pdf).

## **(7) Granting of rights**

In addition to these Standard Terms and Conditions the TVN General Provisions for the granting of rights shall apply.

Last updated: April 2024