

Draft Domination Agreement dated March 13, 2024

DOMINATION AGREEMENT

between

- (1) **ProSiebenSat.1 Media SE**, business address: Medienallee 7, 85774 Unterföhring, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Munich under HRB 219439,

– hereinafter referred to as the “**Controlling Company**” –

and

- (2) **Seven.One Entertainment Group GmbH**, business address: Medienallee 7, 85774 Unterföhring, registered with the commercial register of the local court of Munich under HRB 168016

– hereinafter referred to as the “**Controlled Company**” –

– the Controlling Company and the Controlled Company hereinafter each a “**Party**” and together the “**Parties**” –

Recitals

- (A) The Controlling Company currently holds all shares in the share capital of the Controlled Company and is therefore the sole shareholder of the Controlled Company.
- (B) There is a domination and profit and loss transfer agreement (*Beherrschungs- und Gewinnabführungsvertrag*) in place between the Controlling Company and the Controlled Company dated May 23, 2007, which became effective upon registration with the commercial register of the Controlled Company on August 27, 2007 (the “**Existing DPLTA**”).
- (C) It is intended that in each case with effect to the end of the current (short) financial year of the Controlled Company (i) the Existing DPLTA will be terminated and (ii) the Controlling Company will contribute and assign all shares in the Controlled Company to Joyn GmbH with its registered office in Munich, registered with the commercial register of the local court of Munich under HRB 235362, whereby the sole shareholder of Joyn GmbH will in turn be at that time the Controlling Company.

- (D) With effect from the beginning of the following (short) financial year of the Controlled Company, this domination agreement is to be concluded between the Controlling Company and the Controlled Company.

Now, therefore, the Parties hereby agree as follows:

§ 1

Management Authority and Instruction

1. Irrespective of its legal independence, the Controlled Company is subject to the management authority of the Controlling Company.
2. Within the statutory limits, the Controlling Company is entitled, in exercise of its management authority for the business activities of the Controlled Company, to make decisions on business policies, issue general guidelines and issue instructions in individual cases.
3. The individual responsibility of the managing directors of the Controlled Company for compliance with the statutory provisions remains unaffected.

§ 2

Loss Absorption

The provisions of section 302 of the German Stock Corporation Act (*AktG*), as amended from time to time, apply *mutatis mutandis* to the absorption of losses (*Verlustübernahme*).

§ 3

Effective Date and Term

1. This agreement is concluded subject to the approval of the shareholders' meeting of the Controlling Company and the shareholders' meeting of the Controlled Company and becomes effective upon its registration with the commercial register (*Handelsregister*) of the Controlled Company, however, not earlier than with the beginning of the first financial year of the Controlled Company following the conclusion of this agreement.
2. The loss absorption obligation pursuant to § 2 of this agreement shall apply for the first time from the beginning of the financial year of the Controlled Company in which this agreement becomes effective pursuant to para. 1. Otherwise, the provisions of this agreement shall apply as from the effectiveness of this agreement pursuant to para. 1.

3. This agreement is concluded for an indefinite period. This agreement may be terminated by each party with a notice period of four (4) weeks to the end of a month.
4. The right to terminate this agreement for good cause (*wichtiger Grund*) without prior notice remains unaffected.
5. The notice of termination must be in writing.

§ 4

Final Provisions

1. This agreement contains all provisions agreed upon between the Controlling Company and the Controlled Company in relation to the domination and absorption of losses. There are no ancillary agreements and they shall not be valid.
2. Amendments and supplements to this agreement must be made in writing unless a stricter form is required by law.
3. References to statutory provisions are made to the respective statutory provisions in the respective applicable version.
4. If any provision of this agreement is or becomes invalid and/or unenforceable in whole or in part, the validity or enforceability of the other provisions under this agreement remains unaffected. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the economic content of the invalid or unenforceable provision. The same applies to any gaps in the agreement.
5. The costs of this agreement shall be borne by the Controlling Company.

Unterföhring, [●] 2024

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ProSiebenSat.1 Media SE

**Seven.One Entertainment
Group GmbH**

by:

by:

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[Name],
Member of the Executive Board

[Name],
Managing Director

.....

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[Name],
Member of the Executive Board

[Name],
Managing Director