

**CONVENIENCE TRANSLATION. FOR READING PURPOSES ONLY.**

**Draft Contribution Agreement II dated March 13, 2024**

*[to be notarized]*

**CONTRIBUTION AND ASSIGNMENT AGREEMENT**

between

- (1) **ProSiebenSat.1 Media SE** with its registered office in Unterföhring, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Munich under HRB 219439,

and

- (2) **ProSiebenSat.1 Fünfzehnte Verwaltungsgesellschaft mbH**, with its registered office in Unterföhring, registered with the commercial register of the local court of Munich under HRB 177760.

– hereinafter each a “**Party**” and collectively the “**Parties**” –

**Recitals<sup>1</sup>**

- (A) The share capital of Joyn GmbH with its registered office in Munich, registered with the commercial register of the local court of Munich under HRB 235362, as registered with the commercial register amounts to EUR 25,002.00 and is divided into a total of 25,002 shares with a nominal amount (*Nennbetrag*) of EUR 1.00 each. ProSiebenSat.1 Media SE holds all shares in Joyn GmbH (the “**Existing Joyn Shares**”) and is thus its sole shareholder. It acquired the Existing Joyn Shares by a share purchase and assignment agreement dated [●] from Seven.One Entertainment Group GmbH with its registered office in Unterföhring, registered with the commercial register of the local court of Munich under HRB 168016, which sold and assigned the Existing Joyn Shares to ProSiebenSat.1 Media SE with immediate effect on the basis of the aforementioned share purchase and assignment agreement.
- (B) By resolution of [*today*], the shareholders’ meeting of Joyn GmbH resolved to increase the share capital of Joyn GmbH from EUR 25,002.00 by EUR 998.00 to EUR 26,000.00 by issuing a total of 998 new shares with a nominal amount of EUR 1.00 each (the “**New Joyn Shares**” and together with the Existing Joyn Shares,

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<sup>1</sup> *Note: This contribution and assignment agreement is expected to be combined with the capital increase resolution mentioned in Recital (D) and/or other measures in one notarial deed. In this case, the information or explanations contained in the following Recitals may be replaced in whole or in part by corresponding information or explanations elsewhere in the notarial deed and the Recitals – without changing the content of the agreement – may be suitably amended and/or shortened.*

- the “**Contribution Shares II**”) (the “**Joyn Capital Increase**”). ProSiebenSat.1 Media SE as the sole shareholder of Joyn GmbH was authorized to subscribe for the New Joyn Shares.
- (C) The share capital of ProSiebenSat.1 Fünfzehnte Verwaltungsgesellschaft mbH (hereinafter also „**Entertainment Holding**“) as registered with the commercial register amounts to EUR 25,000.00 and is divided into one share with a nominal amount of EUR 25,000.00. ProSiebenSat.1 Media SE holds that one share in Entertainment Holding and is thus its sole shareholder.
- (D) By resolution of [*today*], the shareholders’ meeting of Entertainment Holding resolved to increase the share capital of Entertainment Holding from EUR 25,000.00 by EUR 1,000.00 to EUR 26,000.00 by issuing a total of 1,000 new shares with a nominal amount of EUR 1.00 each (the “**New Entertainment Holding Shares**”). ProSiebenSat.1 Media SE as the sole shareholder of Entertainment Holding was authorized to subscribe for the New Entertainment Holding Shares. The New Entertainment Holding Shares will be issued to ProSiebenSat.1 Media SE against payment of their nominal amount in cash and an additional contribution in kind (premium in kind) in the form of the Contribution Shares II in accordance with the more-detailed provisions of the aforementioned capital increase resolution. ProSiebenSat.1 Media SE has subscribed for the New Entertainment Holding Shares by way of a subscription declaration of [*today*].

Now, therefore, the Parties hereby agree as follows:

## § 1

### Contribution and Assignment

1. ProSiebenSat.1 Media SE hereby contributes the Contribution Shares II to Entertainment Holding in accordance with the following provisions of this agreement with all rights associated therewith, including any undistributed profits, and hereby assigns the Contribution Shares II to Entertainment Holding in accordance with the following provisions of this agreement with all rights associated therewith, including any undistributed profits. Entertainment Holding hereby accepts this contribution and assignment in each case.
2. The contribution and assignment of the Contribution Shares II pursuant to para. 1 above shall each be subject to the condition precedent of the issuance of the New Joyn Shares by registration of the Joyn Capital Increase with the commercial register of Joyn GmbH and become legally and economically effective immediately following such registration (the “**Transfer Date II**”).

## § 2

### Consideration; Valuation

1. The contribution and assignment of the Contribution Shares II pursuant to section 1 above shall be made in fulfillment of the obligation of ProSiebenSat.1 Media SE to pay the premium in kind resulting from the subscription for the New Entertainment Holding Shares in accordance with the provisions of the capital increase resolution at Entertainment Holding on the issuance of the New Entertainment Holding Shares of [*today*].
2. The consideration of Entertainment Holding for the contribution and assignment of the Contribution Shares II consists of the issuance of the New Entertainment Holding Shares to ProSiebenSat.1 Media SE in accordance with the provisions of the aforementioned capital increase resolution.
3. Entertainment Holding will exercise existing options regarding the valuation of the Contribution Shares II in its commercial and tax balance sheet in accordance with the instructions of ProSiebenSat.1 Media SE and will, in particular, at the request of ProSiebenSat.1 Media SE and to the extent legally permissible, recognize the Contribution Shares II in its tax balance sheet by continuing the tax book value of the Contribution Shares II at ProSiebenSat.1 Media SE.
4. The total value at which the Contribution Shares II are recognized in the commercial balance sheet of Entertainment Holding shall be recorded as a contribution to the capital reserve of Entertainment Holding in accordance with section 272 para. 2 no. 1 of the German Commercial Code (*HGB*).

## § 3

### Guarantees

1. ProSiebenSat.1 Media SE hereby guarantees to Entertainment Holding within the meaning of an independent guarantee promise pursuant to section 311 para. 1 of the German Civil Code (*BGB*) that on the Transfer Date II
  - a. ProSiebenSat.1 Media SE is the owner of the Contribution Shares II and can freely dispose of them;
  - b. the Contribution Shares II are each free from encumbrances and other rights *in rem* of third parties;
  - c. the Contribution Shares II have been paid in full and repayments of the share capital attributable to them have not been made.

2. Any claims of Entertainment Holding under the guarantee pursuant to para. 1 above shall become time-barred within three (3) years after the Transfer Date II.
3. ProSiebenSat.1 Media SE does not assume any further warranties or guarantees and, to the extent legally permissible, such further warranties or guarantees shall be excluded.

#### **§ 4**

##### **Final Provisions**

1. The costs of this agreement shall be borne by ProSiebenSat.1 Media SE.
2. This agreement and its interpretation are subject to the substantive laws of Germany.
3. Amendments or supplements to this agreement, including this provision, must be made in writing to be effective, unless a stricter form is required by law.
4. If any provision of this agreement is or becomes invalid and/or unenforceable, the validity of the remainder of this agreement remains unaffected. In place of any invalid and/or unenforceable provision, a valid and enforceable provision that comes as close as possible to the economic content of the invalid and/or unenforceable provision shall be deemed to have been agreed. The same applies to any gaps in this agreement.

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