

## Main Elements in the Contract of Mr Heiner Luntz

*Date* May 3, 2016  
*Subject* Remuneration of Mr Heiner Luntz  
*From* Board of Supervisory Directors  
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*To:* Annual General Meeting of Shareholders of RNTS Media N.V.

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## Main Elements in the Contract of Mr Heiner Luntz

Agenda Item 3 (a) of the Annual General Meeting of Shareholders of RNTS Media N.V. to be held on June 15, 2016, includes an announcement by the Board of Supervisory Directors of RNTS Media N.V. concerning plans to appoint Mr Heiner Luntz (the Executive) as a member of the Management Board of RNTS Media N.V. effective June 15, 2016.

In accordance with best practice provision II.2.14 of the Corporate Governance Code – which stipulates that the main elements of the contract of an Management Board member with the company shall be made public after it has been concluded, no later than the date of the notice convening the general meeting where the appointment of the Management Board member will be proposed – the main elements in the contract of Mr Heiner Luntz are given below.

### Term of Employment and Termination

The term of the service agreement with RNTS Media N.V. commenced on October 1, 2015 and is limited for a period of 4 years upon expiry of the September 30, 2019. Besides this, the contractual relationship may be terminated with a notice period of six months till the end of each calendar month.

### Fixed Remuneration

The Executive receives a fixed gross annual salary (including holiday pay) of € 250.000,-- gross per full calendar year.

### Variable Remuneration

Mr Luntz is entitled to a yearly variable remuneration payment (Bonus) of gross € 100.000,-- in case of achievement of 100 per cent of the targets set out by the company.

### Stock Options

The Executive was granted an option to purchase up to 500.000 Ordinary Shares of RNTS subject to any dilution. The further terms and conditions with respect of the options are subject to the RNTS Stock Option Plan and to the Executive's Stock Option Agreement.

### Severance

At the discretion of the company the Executive is bound to a 18 months post-contractual non-compete term - During the term of the non-competition covenant, the Executive receives a monthly compensation equal to 80 % of the monthly fixed remuneration most recently received by him.



The Supervisory Board of the Company shall decide until 31 December 2018 the latest, whether this Agreement shall be extended. If the Supervisory Board of the Company decides only after 31 December 2018 that the Agreement shall not be extended, the CFO shall receive his last monthly salary for a maximum period of six more months.

**Travel Allowance**

The Executive receives a lump sum in the gross amount of € 24.000,-- per year to cover his travel expenses between his home address and the company office.

**Expenses**

Mr Luntz receives a lump sum in the gross amount of € 5.000,-- per year.

RNTS N.V.  
Berlin, May 3, 2016