

Digital general terms and conditions for Ringier AG (Ringier Advertising)

dated 08 September 2023

1. General

1.1. Scope

The General Terms and Conditions for Ringier AG's Digital Operations ('GTCs') apply to all advertising orders and govern the conclusion, content and execution of contracts relating to the range of services that Ringier AG ('Ringier Advertising') offers relating to integrating advertisers into an electronic media advertising vehicle belonging to the inventory owners.

Ringier Advertising's GTCs shall apply exclusively. Ringier Advertising hereby expressly rejects counter-confirmations made by the advertiser/agency ('contractual partner') that refer to its own terms and conditions. Deviations from these GTCs or the contractual partner's terms and conditions are valid only if and insofar as Ringier Advertising has confirmed the same in writing. The latest version of the shop providers' General Terms and Conditions (available on their websites) apply to e-commerce transactions conducted by individual partners included in the services offered by the inventory owners.

1.2. Definitions

Inventory owners are companies that have handed over their inventory (either in whole or in part) to Ringier Advertising for marketing purposes. Advertisers are individuals or companies that advertise themselves, their products and/or services or that advertise the products and/or services they sell. An advertising order is any contract between Ringier Advertising and the contractual partner that governs the integration of any form of the advertiser's commercial communication ('advertising material') into an advertising vehicle belonging to an inventory owner.

The contractual partner is either the advertiser itself (irrespective of whether it is contracting on its own behalf or through an advertising or media agency) or an advertising or media agency ('agency'), provided that the latter is Ringier Advertising's actual contractual partner and enters into the contractual relationship with Ringier Advertising in its own name and on its own account. Advertising vehicles are understood to be all the inventory owner's electronic media marketed by Ringier Advertising (in whole or in part).

Advertising material is in principle any format shown in the latest valid range of services and price list available at www.ringier-advertising.ch/en/digital. Special formats and advertising forms may be implemented following consultation with and review by Ringier Advertising. Ringier Advertising is entitled to change the advertising material offered or to remove it from its range of services at any time.

1.3. Representation by an agency

Ringier Advertising will accept agency advertising orders in the name of and for the account of the advertiser (agency client) and in the name of the agency and for the account of the advertiser (indirect representation) only for specifically designated clients. The agency working with Ringier Advertising must inform Ringier Advertising before conclusion of the contract whether it is acting in the name of and for the account of the advertiser (direct representation), or in its own name and for the account of the advertiser (indirect representation). In the case of direct representation, the advertiser is Ringier Advertising's contractual partner; in the case of indirect representation, the agency is Ringier Advertising's contractual partner. If

there is a lack of clarity over representation, the contract is deemed to have been concluded with the agency itself (indirect representation).

Ringier Advertising is entitled to demand proof of mandate or power of representation from agencies. The advertiser must state in the power of representation it has issued that it will inform Ringier Advertising immediately if a mandate or power of representation issued to the agency is revoked. The advertiser declares in the power of representation that it is responsible for the content of the agreement, particularly for the form and legality, and that it shall be held liable for any consequences of non-compliance with statutory provisions. The advertiser shall be liable vis-à-vis Ringier Advertising for settling the services listed in the agreement and invoices issued by Ringier Advertising accordingly in the name of the representative. Any right of appeal of the advertiser against the agency is part of the bilateral legal relationship between the advertisers and the agency, and may not be used against Ringier Advertising or be used as a basis for non-settlement or delayed settlement of invoices issued by Ringier Advertising. An advertiser directly represented by an agency may release itself from its payment obligation to Ringier Advertising only through remittance of payment to the same. Ringier Advertising reserves the right to make direct contact with the directly represented advertiser and provide it with a copy of the signed contract.

The agency is responsible for informing its clients of their obligations and rights resulting from all parts of the contract.

The agency undertakes to fulfil its accounting obligations vis-à-vis its clients in accordance with Arts. 400 and 401 Swiss Code of Obligations.

2. Conclusion of advertising orders

Ringier Advertising's quotes and ranges of services are non-binding at all times and are subject in particular to the availability of advertising slots and/or advertising space. An advertising order is legally valid only when Ringier Advertising confirms an advertising order in writing or by email, and the advertiser/agency does not contradict this order confirmation in writing or by email within 48 hours, or, if applicable, a corresponding agreement is countersigned

by the advertiser/agency. Ringier Advertising has the right to request a written counter-confirmation of the advertising order from the advertiser/agency (email is sufficient). The advertising order in any case comes into effect when the advertising material is integrated into the agreed advertising space. The integration of the advertising material replaces Ringier Advertising's confirmation at this point, whereon any objection on the part of the advertiser/agency is excluded.

These GTCs and the documents listed below, which form a material and integral part of the contract, apply exclusively to the advertising order:

- Order confirmation
- Existing client agreements, if applicable
- Existing agency agreements, if applicable
- Advertising material specifications

3. Ringier Advertising's rights and obligations

3.1. General

Ringier Advertising provides the agreed services with due care. It is entitled to involve third parties at any time to assist with the fulfilment of its contractual obligations.

3.2. Right of refusal and suspension of service

Ringier Advertising has the right, at any time, to reject an advertising order from advertisers and/or agencies without stating a reason. Ringier Advertising shall notify the advertiser/agency of a rejection without delay.

In the case of advertising orders already concluded, Ringier Advertising is entitled to immediately remove immoral or illegal content in the advertising material (in particular portrayals of violence, pornographic or racist content, incitements to violence or crime, games and betting

that violate the Swiss Gambling Act (*Geldspielgesetz*), unsolicited advertisements (spam),

content that infringes third-party rights, such as copyright, trademarks, patents, privacy or design rights, and content that violates the regulations against unfair competition or major advertising regulations, such as those concerning tobacco, alcohol, medicine and food) from the website at any time, at its own discretion and without informing the contractual partner.

Ringier Advertising is expressly released from the obligation to provide services in relation to (outstanding) free space, conditions or performance compensation credits in the event that Ringier Advertising no longer markets an inventory. This shall not entitle the contractual partner to file claims of any kind against Ringier Advertising.

In the case of automatic booking through programmatic channels and the Ringier Advertising direct booking channel, or for digital advertising in general, Ringier Advertising is entitled, at any time and without consulting the advertiser/agency, to make adjustments to the a) targeting and b) campaign duration. The advertiser/agency is not entitled to any claims or other demands against Ringier Advertising as a result. In particular, the advertiser is not entitled to placement of its online advertisement in a specific position on the relevant website or to a specific time slot for access to the relevant website. In this case, Ringier Advertising shall naturally deliver the ad impression services booked at another time, in another location and possibly using a different target group data structure, at its own discretion.

3.3. Editorial freedom

The editorial freedom with respect to all content on all advertising vehicles lies with the inventory owner. It remains unaffected by this contract and also encompasses design and channel classification, for example. The design of the inventory owners' electronic media or the advertising vehicles may be modified at any time during the term of the contract, provided that the contractual partner's advertising material is at least equally repositioned. In the event of disagreement over equivalence, Ringier Advertising will make a decision.

3.4. Forwarding of data for advertising statistics

The contractual partner acknowledges and agrees that Ringier Advertising may use data to draw up advertising statistics and forward data to third parties.

3.5. Storage

Ringier Advertising is entitled, but not obliged, to save advertising material and to archive it for an indefinite period of time.

4. Contractual partner's and obligations

4.1. Bereitstellung der Werbemittel

The contractual partner is obliged to provide Ringier Advertising with the advertising material necessary for the delivery/placement of the advertisement, even within an ongoing campaign, in keeping with the prevailing technical specifications – available at www.ringier-advertising.ch/en/digital – at its own expense and at the latest by the following deadlines before the confirmed placement date (campaign start):

- 3 working days (final deadline: 5:00 pm) for conventional advertising material in the form of GIF, JPEG, iFrame, SWF, third-party tags
- 5 working days (final deadline: 5:00 pm) for special advertising material, such as pushdown, mobile interstitials and html5
- 5 working days (final deadline: 5:00 pm) for all video advertising material, such as pre-rolls, start-up ads, channel switch ads
- 10 working days (final deadline: 5:00 pm) for PR texts, such as advertorials and native advertising

Advertising material should be delivered to digitaladops@ringier.ch. The contractual partner is liable for the consequences of any advertising material that is inadequate or delivered late. In the event of incorrect supply of advertising material, particularly where delivery is delayed or in the event of subsequent modification, adherence to the agreed placement deadline or fulfilment of the agreed service cannot be guaranteed. Ringier Advertising's full claim to remuneration remains valid, even if placement of the advertising material is delayed or omitted altogether.

4.2. Remuneration

The contractual partner shall pay Ringier Advertising the remuneration set out in the advertising order, plus VAT and (if applicable) any other relevant taxes in the respective statutory amount.

The contractual partner is obliged to incorporate (or have incorporated) a toolbox program code (AdTag) into the advertiser's websites for the purposes of reporting and tracking if the remuneration or a proportion thereof is based on a post-click value (bill per registration, etc.).

If, based on the agreed remuneration model (e.g. revenue sharing), Ringier Advertising depends on billing to be provided by the contractual partner, the latter will prepare and deliver to Ringier Advertising a detailed invoice by the third working day of each following month. Ringier Advertising is entitled to have the statement audited by an independent auditor and/or IT specialist, who is obliged to maintain confidentiality. If the deviations identified by this party amount to more than 5% to the detriment of Ringier Advertising, the costs of the audit will be borne by the contractual partner and the deviations subsequently invoiced in the corresponding amount.

4.3. Responsibility for quality and advertising content

The contractual partner is solely responsible for the advertising material and the content given to Ringier Advertising for publication. The contractual partner undertakes to review its advertising material, content, products and other information to ensure that they are lawful and to provide a guarantee in this respect.

The contractual partner is solely responsible for fulfilling the heavy ad intervention criteria of Chrome and Edge browsers. Advertisement deliveries that are blocked by heavy ad intervention shall not be refunded or compensated.

4.4. Intellectual property rights

The contractual partner guarantees that it and/or the advertiser has obtained all rights necessary for the production of the advertising material and that it possesses all rights necessary for placement of the advertising material in the booked advertising vehicles. The contractual partner transfers to Ringier Advertising, to the extent required for execution of the advertising order, all copyright, usage rights, ancillary copyright and other rights necessary for the use of the advertisement in the booked electronic media, in particular the right to duplicate, disseminate, transmit, process, store in and extract from a database, in time, location and content, together with the corresponding sub-licensing rights to the inventory owner of the booked advertising vehicle. The contractual partner grants Ringier Advertising the right to label the advertising material where necessary with the designation 'advertisement' or similar, to preserve copies of the advertisement and to make the same accessible through a Ringier Advertising database to the extent required for execution of the advertising order. Moreover, all intellectual property rights (copyrights, trademarks, design rights, etc.) to content, logos, layouts, etc., accessible on the inventory owners' advertising vehicles belong to and will remain the property of Ringier Advertising, the corresponding inventory owners or the third parties that have made this material available to Ringier Advertising and/or the corresponding inventory owners.

The contractual partner hereby acknowledges and agrees that no claims to the above-mentioned intellectual property rights accrue to it as a result of the contractual relationship with Ringier Advertising. The contractual partner/agency authorises Ringier Advertising to submit the advertising material to the corresponding competent authority (e.g. Federal Office of Communications (OFCOM), Swissmedic, Comlot, Federal Office of Public Health) for evaluation should Ringier Advertising have any doubts concerning the legality of the advertising material. If there is any doubt as to the legal admissibility of any advertising material, Ringier Advertising is entitled to reject the advertising material or to suspend publication (see under section 3.2).

4.5. Indemnity

If Ringier Advertising, a member of a governing body or an employee of Ringier Advertising is held liable under criminal, civil or administrative law due to the illegality of information provided by the advertiser or the agency, due to the lack of consent of third parties, due to the infringement of third party rights or data protection violations or other infringements of the law by the contracting partner or a third party commissioned by the contracting partner, the contracting partner shall indemnify the parties concerned against all claims upon first demand and shall fully hold them harmless and indemnify them against any and all actions.

4.6. Notification of defects

The contractual partner must review the integration of the advertising material within 24 hours of placement and submit a notification of defects immediately. The complaint period begins at the time the advertising material is published in the event of evident defects, and at the point of discovery in the event of latent defects. If the contractual partner fails to submit a notification of defects promptly, placement of the advertising material will be deemed to have been approved.

5. Invoicing and payment terms

5.1. Invoicing

Ringier Advertising will bill the contractual partner on final delivery of the agreed service or at the end of each month pro rata temporis. The ad management tools used by Ringier Advertising are the determining factor relating to services invoiced. In the case of time-based advertising placements (fixed placements), the service will be deemed to have been wholly fulfilled if at least 80% of the media service forecast in advance (indicative ad impression values) has been delivered. The invoicing process for variable costs is based on the tracking system, which provides information on parameters such as clicks, leads and turnover (order value). The tracking system of Ringier Advertising is the sole authority in this regard. Any numerical

discrepancies of up to 10% between Ringier Advertising's tracking system and the contractual partner's tracking system will not be taken into consideration on the invoice. If a discrepancy exceeds 10%, Ringier Advertising will attempt to reach an agreement with the contractual partner. If Ringier Advertising is unable to provide the agreed service at all or is unable to provide it in full (i.e. not to the level of at least 80% of the media service forecast agreed in advance) during the agreed campaign period due to circumstances that fall under the contractual partner's control, in particular if Ringier Advertising does not receive the advertising material in time, or receives incorrect material, in a faulty format or with illegal content, Ringier Advertising will be entitled to invoice the contractual partner in full for the remuneration owed for the service as per the advertising order.

If Ringier Advertising is unable to provide the agreed service at all or is unable to provide it in full (i.e. not to the level of at least 80% of the media service forecast agreed in advance) during the agreed campaign period due to circumstances that are beyond the contractual partner's control, Ringier Advertising will invoice the contractual partner a proportionately reduced amount for the remuneration owed for the service as per the advertising order. This also applies to those cases in which the agreed service cannot be provided either in full or at all due to circumstances that fall under Ringier Advertising's, rather than the contractual partner's, control. Any further reimbursement by Ringier Advertising (e.g. loss of commission due to underdelivery) are excluded. The contractual partner has no rights or claims beyond those described in section 5.1 in connection with the underdelivery.

5.2. Payment deadline/default

Unless agreed otherwise, invoices are payable and due without deductions no later than 30 days after issuance. In the event of default, Ringier Advertising is entitled to charge a reminder fee of CHF 20.00 for each reminder. In the event of default, the contractual partner will be charged interest on arrears at the usual statutory rate and debt collection expenses. If the contractual partner fails to pay the invoice(s) despite being sent a reminder, Ringier Advertising is entitled to terminate the advertising order without notice (termination for due cause as per section 9.6).

In the event of default, Ringier Advertising is entitled to stop the contractual partner's advertising order with immediate effect. The claim for payment, including for these omitted services, remains unaffected.

5.3. Advance payment/security deposits

Notwithstanding the provisions as per section 5.1, Ringier Advertising reserves the right to invoice a monthly sum in advance for advertising orders. Unless agreed otherwise, this advance invoice must be paid one week before the advertising material is initially placed. If this payment deadline is not met, Ringier Advertising is entitled to cancel the planned advertising material without issuing a reminder. The contractual partner remains obliged to pay the full contractual amount and is also liable for any further losses.

Ringier Advertising is entitled to make further services dependent on an advance payment or a security deposit in the following situations in particular:

- in the event of default in payment by the contractual partner as per section 5.2;
- if Ringier Advertising learns of the contractual partner's payment difficulties, or if the contractual partner suffers a material deterioration in its economic circumstances.

5.4. Offset ban

The contractual partner is not entitled to offset with counter-claims against Ringier Advertising.

6. Data protection

6.1. General

Ringier Advertising attaches a great deal of importance to data protection and data security. When processing personal data, Ringier Advertising complies with the applicable Swiss data protection legislation. The contractual partner assures Ringier

Advertising that it also complies with the applicable data protection legislation and confirms in particular that all personal data provided by it was collected in a legitimate manner and may be used by Ringier Advertising for the purpose of fulfilment of the order placed by the contractual partner.

Ringier Advertising undertakes to use the contractual partner's data solely for the purposes of fulfilment of the order placed by the latter, and for administration of the contractual relationship, subject to any consent given to the contrary. Furthermore, Ringier Advertising is entitled to process the contractual partner's personal data for marketing purposes, specifically for customised services. The contractual partner may have the use of its data for marketing purposes restricted or prohibited in writing.

In addition, our data protection provisions apply, available at <https://www.ringier-advertising.ch/en/data-policy/>.

6.2. Evaluation of access data

If the advertiser/agency, through competitions/sweepstakes within the scope of an advertising order or through certain technology (such as the use of cookies or counting pixels), obtains (personal) data of Ringier Advertising or otherwise gains or collects such data from the placement of online advertising, the advertiser/agency guarantees that it complies with the provisions set out in the European General Data Protection Regulation (GDPR) or the Swiss Federal Act on Data Protection (FADP) and – where applicable – the Federal Act against Unfair Competition (UCA) when collecting, processing and using personal data.

7. Confidentiality

Ringier Advertising, the advertiser and the agency shall treat as confidential all information that is not in the public domain or generally accessible. This confidentiality obligation applies from such time that the parties gain access to confidential

information, irrespective of the contract start date, and remains in place beyond termination of the contract. The data used for advertising statistics mentioned in section 3.4 is an exception to this.

8. Warranty and liability

8.1. Warranty

Ringier Advertising guarantees the best possible reproduction of the advertising material in keeping with the customary technical standards in place at the time. The contractual partner acknowledges that it is not possible, even with state-of-the-art technology, to guarantee wholly error-free reproduction of advertising material at any time. Ringier Advertising does not guarantee uninterrupted and faultless availability of the advertising material on the inventory owners' advertising vehicles. Ringier Advertising is not obliged to review the advertising material or any content made available to it to ensure its legal conformity, accuracy, up-to-date-ness, completeness, quality and/or flawlessness, and provides no warranty in this respect. Ringier Advertising does not guarantee the accuracy, up-to-dateness or completeness of information accessible through the inventory owners' advertising vehicles.

8.2. Direct and indirect damage

Ringier Advertising is liable without limitation for direct damage caused due to intent or gross negligence. In the event of slight negligence, Ringier Advertising will be liable for personal injury without limitation and for property damage to the equivalent value of the service procured by the contractual partner, up to a maximum amount of CHF 30,000.00 per event. Liability for indirect damage and lost revenue and profit is excluded. This does not apply to mandatory statutory provisions.

Insofar as Ringier Advertising is obliged to pay compensation to the contractual partner for losses incurred, Ringier Advertising will put the contractual partner in the same position as if the contract had not been concluded ('negative interest'); compensation for losses as a result of non-fulfilment is excluded.

8.3. Damage attributable to reasons beyond Ringier Advertising's control

Ringier Advertising is not liable if provision of the service is temporarily interrupted, is wholly or partially restricted or is rendered impossible due to force majeure. Force majeure is deemed to include power outages and malware (e.g. virus attack) in particular.

Under no circumstances is Ringier Advertising responsible for misuse by third parties (e.g. hackers, senders of computer viruses), for security flaws in telecommunication networks and online, and for the costs of any support services provided by the advertiser/agency or by third parties commissioned by the advertiser/agency. Insofar as the advertising material is not stored on a Ringier Advertising server, but delivered via a third-party server ('redirect procedure') and the contractual partner makes the same available to Ringier Advertising by providing it with the advertising material URLs on the contractual partner's or third-party servers, Ringier Advertising does not give any guarantee and assumes no liability for the delivery of data online or for any other risks that may arise as a result; e.g. error-free delivery, quality of the advertising material and data security.

9. Contract term, right of withdrawal, postponement and termination

9.1. Contract term

The start and term of the contract are determined by the advertising order.

9.2. Right of withdrawal/cancellation

Withdrawal on the part of the advertiser/agency is generally excluded.

However, Ringier Advertising may, at its own discretion and in individual justified cases, grant the advertiser/agency such a right of withdrawal. Cancellation must be made in writing (email is sufficient) and must contain a comprehensible justification of the cancellation. The contract cannot be cancelled by telephone or verbally. In contrast, if Ringier Advertising considers the withdrawal to be unjustified,

no such withdrawal shall be granted at any time. If Ringier Advertising exceptionally grants the advertiser/agency a right of withdrawal, it can withdraw from the contract free of charge up to 11 working days before the agreed placement date at the latest.

Within the last 10 working days before the agreed campaign start, the right of withdrawal granted by Ringier Advertising to the contractual partner may be used only in exchange for a percentage compensation (contractual penalty) as measured against the net value of the advertising order in question:

- between 10 and 6 working days: 25%
- between 5 and 3 working days: 50%
- fewer than 3 working days before the campaign start: 100%
- following placement: 100%

9.3. Postponement

An agreed placement time may be postponed in writing up to 11 working days before the initially agreed placement date, subject to available capacity.

9.4. Termination of fixed-term contracts

If a term is clearly fixed in the advertising order, the contract will be terminated automatically at the end of the agreed term.

9.5. Termination of contracts with a minimum term or contracts with an open-ended term

Unless agreed otherwise, the contract may be terminated in writing by either party with 30 days' notice to the end of the minimum contract term, if the minimum contract term is specified in the advertising order. If the contract is not terminated at the end of the minimum

contract term, it is automatically extended for an indefinite period of time and may be terminated in writing at the end of each month with 60 days' notice. The same applies to contracts with no fixed term and no minimum contract term.

9.6. Termination for due cause

Ringier Advertising reserves the right to terminate the contract without notice for due cause in all cases. Due cause includes in particular, but is not limited to:

- arrears of the contractual partner as per section 5.2;
- breach of these GTCs or other codes of conduct;
- misuse of Ringier Advertising's services by the contractual partner for unlawful or immoral purposes.

If the contract is terminated without notice for due cause, Ringier Advertising is entitled to suspend placement of advertising material with immediate effect. Compensation and other claims remain reserved. If the contract is terminated without notice for due cause, the contractual partner must, without prejudice to any other legal obligations, reimburse Ringier Advertising the difference between any volume discounts granted and the discount as calculated following termination in relation to the volume actually purchased.

10. Modifications

10.1. Amendment of the General Terms and Conditions

Ringier Advertising is entitled to modify or amend the GTCs at any time. Ringier Advertising will inform the contractual partner of the modifications at least 30 days before the new GTCs enter into force.

10.2. Price changes

Ringier Advertising is free to change prices and to modify its advertising space at any time, and to remove all or part of the same from its range of services. Prices may be changed from the published rates at any time. The price changes do not apply to legally binding advertising orders. Price adjustments due to modifications to the rates of fiscal charges (e.g. an increase in value-added tax) are not considered to be price increases. Further development of an advertising space or appropriate adjustment of advertising material for objective reasons is not deemed to be a modification to the contract. The appropriateness of a further development or adjustment – e.g. in the context of a redesign of an advertising vehicle – is assumed.

11. Written form

Modifications or amendments to this agreement as well as all notifications and declarations in connection with this agreement must be made in writing in order to be valid. In addition to the handwritten signature, the advanced signature in electronic form (“AES”; “FES” in German) via Skribble or another e-signature provider shall also be recognized as written form. The same applies to the waiver of this written form requirement.

12. Severability clause

If individual or several provisions of these GTCs are or become invalid, this shall not affect the validity of all the other provisions or agreements if in doubt. In place of the invalid provisions, the parties will agree in a legally permissible manner on a regulation that reflects as closely as possible the invalid provision’s economic sense and purpose. This also applies in the event of loopholes that must be closed.

13. Transfer to third parties

The rights and duties arising from this contract may be transferred to third parties only with the written consent of the other party. Transfer of the entire agreement to a legal successor and/or within the corporate group is exempt from the approval requirement. Any such transfer must be reported to the other party in writing.

14. Applicable law and Jurisdiction

The contractual relationship is subject to Swiss law, to the exclusion of the Federal Act on Private International Law (FAPIL) and the UN Convention on Contracts for the International Sale of Goods (Vienna Sales Convention). The exclusive place of jurisdiction is Zurich (Switzerland).