

Content cooperations general terms and conditions for Ringier AG (Ringier Advertising/Brand Studio) for special content-related projects in cooperation with Ringier Advertising's Brand Studio

dated 18 July 2023

1. Scope

These General Terms and Conditions for Content Partnerships («GTCs») shall govern the contractual relationships between the Client or the advertising agency engaged by it, provided that the agency is acting in its own name and on its own account («Client»), and Ringier AG (Ringier Advertising/Brand Studio) concerning production and creation services combined with advertising orders for our print and digital portfolio. The General Terms and Conditions of Ringier Advertising regarding the print portfolio and/or digital portfolio («Print GTCs » and «Digital GTCs», available via <https://www.ringieradvertising.ch/en/legal/>) shall apply subordinate to these GTCs. In the event of discrepancies, these GTCs shall take precedence over the current version of the Print GTCs and Digital GTCs. Confirmations to the contrary by the (advertising) Client with reference to other terms and conditions are hereby expressly excluded. Deviations from this shall only apply if and to the extent that Ringier AG has expressly confirmed them in writing. In the event of discrepancies between any separate written agreement between the Client and Ringier AG (Ringier Advertising/Brand Studio) and the GTCs and/or the Print GTCs and/or the Digital GTCs, the separate written agreement shall take precedence over the GTCs in question. Ringier Advertising uses its Brand Studio to offer cross-title products and solutions in the fields of content, creative services and sponsorship, which can be pooled together and broadcast across all the media genres within the entire portfolio. The Brand Studio meets advertisers' needs through its central customer care in 360° cases, including the creation of content-based or creationdriven advertising forms.

2. Offers and billing for production services

For content partnerships, Ringier Advertising draws up an offer consisting of media and production elements (not eligible for discounts). The production costs as set out in the offer apply to standardised products. Everything else is offered according to expenditure. The production elements are based on the time required and the individual hourly rate, plus any third-party services. Ringier Advertising shall inform the Client in good time of any necessary additional outlay due to changed requirements.

3. Reduction or cancellation of the order

The Print GTCs or Digital GTCs shall apply to the cancellation of advertising services, as applicable in the individual case in question. The following shall apply to production services (such as the creation of a native article, content reporting, video production or banners). If an order is reduced or cancelled once it has been issued, Ringier Advertising has the right to:

- The settlement of the work undertaken up to that date, in line with the offer (on a pro rata temporis basis);
- The settlement of the expenses and preliminary work of third parties; and
- The reparation of all losses arising from the reduction or cancellation.
- Furthermore, Ringier Advertising has the right to use in another way the work it created up to the cancellation of the order. The rights shall remain with Ringier Advertising in their entirety.

4. Acceptance and warranty

Ringier Advertising undertakes to perform all the tasks assigned to it carefully, to the best of its knowledge and belief, and in the interests of the Client. Furthermore, Ringier Advertising undertakes to carefully select the employees deployed, to train them, to ensure they work in a professional manner and to supervise them. Services and work results created by Ringier Advertising and sent to the Client must be reviewed by the Client («printing proof»). Complaints against services rendered by Ringier Advertising must be made in writing without delay, and at the latest within 2 working days of delivery. If the Client does not issue an objection within this period, the services or work results shall be deemed irrevocably accepted by the Client (even if the Client did not check them). In the event of a complaint, corrections shall be undertaken within an appropriate period of time, and within 14 calendar days at the latest, subject to the condition that there are deviations from the agreed concept or storyboard. If the corrected service is not to the satisfaction of the Client, it is to be corrected until the service is provided to the satisfaction of the Client, subject to the condition that there are deviations

from the agreed concept or storyboard. A right to withdrawal or compensation on the part of the Client is excluded. The warranty excludes defects and disruptions for which Ringier Advertising is not responsible, such as natural wear and tear, force majeure, inappropriate handling, customer or third-party interventions, excessive use, unsuitable equipment or environmental influences.

5. Third-party services

Ringier Advertising shall either render the services necessary to execute the project itself or by involving third parties (which may not include notifying the Client, with Ringier Advertising bearing the costs in this instance). As part of this, Ringier Advertising may turn to the services of long-standing, reliable partners. Ringier Advertising selects third parties carefully. With the Client's consent, Ringier Advertising is entitled to invoice the Client for the services procured from third parties for the project. In the event that third parties are in default with the provision of goods and/or services, Ringier Advertising cannot be held liable for this. Ringier Advertising shall act towards third parties in the interests of the Client. The GTCs and contractual conditions of the third parties involved shall apply subordinate to these GTCs for the projects in question, provided the Client was notified of the involvement of third parties.

6. Liability

Ringier Advertising does not accept liability for any damages, except in instances of deliberate action or gross negligence. Liability for indirect damage and consequential damage such as data loss, business interruptions, lost profit, etc. is excluded. Ringier Advertising does not accept liability for third-party services. Liability for auxiliaries is excluded. The Client is obliged to check the legal permissibility of the services (particularly with respect to advertising law, competition law, trademark law, copyright law and administrative law, etc.). Ringier Advertising shall not be liable if the material used, such as images, text or similar, impinges upon third-party rights. Ringier Advertising shall not be liable for content and material provided by the Client and/or content and material stipulated or approved by the Client. The Client shall fully indemnify Ringier Advertising in such cases. If a service cannot be rendered, or cannot be rendered in a timely fashion, by Ringier Advertising due to information and/or goods not

being delivered in a timely fashion by the Client or due to the non-contactability of the Client, the Client must bear the losses resulting from this.

7. Intellectual property

The unlimited rights to all works (articles, magazines, videos etc.) created by Ringier Advertising shall be held fully by Ringier AG. Ringier Advertising may use these rights on an unlimited basis. Based on this principle, it follows that the Client is not authorised to make changes to the works in question, particularly to individual design elements, without the written authorisation of Ringier Advertising. Ringier Advertising is entitled to indicate its copyright on the works created by it in a form to be determined by Ringier Advertising. The Client is granted a right of use to the services/works created by Ringier Advertising, with the scope of this right arising from the separate contract between the parties, or the offer. The agreed right of use shall only pass to the Client upon the settlement of the full fee by the Client. In particular, works, order documents or parts thereof created by Ringier Advertising and provided to the Client may only be used within the framework of the agreed order. This right of use shall apply for an indefinite period of time, unless otherwise agreed. It excludes any use apart from the contractual purpose, and excludes the surrender of raw data. The Client has the right to use texts and articles created by Ringier Advertising as part of the order within its own online publications (website, social media and internal newsletters). Such secondary use is to be indicated by means of a canonical tag (canonical URL) that links to the original publication by Ringier Advertising. However, the parties can also negotiate use outside the contractual purpose and the surrender of raw data and agree on such use in writing. In the event of any other use, or any use outside the contractual purpose, the Client must inform Ringier Advertising of this immediately and provide appropriate compensation for this increased use. It is to be noted that only rights of use owned by Ringier Advertising itself can be transferred. I.e. different provisions may apply in individual cases regarding third-party images, videos, texts, or other third-party material. In the event of agency images and licensed images, Ringier Advertising shall license such images for their effective utilisation. Usage that goes beyond this is a matter to be negotiated between the agency in question and the Client. Ringier Advertising will happily provide the relevant contact details upon request. For externally commissioned

photographers, it is standard for only the right of use for the application in question to be included. Full buyouts can be purchased from Ringier Advertising as an add-on. The copyright to open-source software (such as WordPress) used in programming websites and/or screen designs remains with its creator. If Ringier Advertising programs proprietary software solutions, Ringier Advertising shall retain the rights to the code. The deadlines for maintenance and support are agreed with the Client for specific instances.

8. References and self-promotion

Ringier Advertising is entitled to use the Client's name as a reference. Ringier Advertising reserves the right to use its work in an appropriate way for self-promotion, namely, on its own website, in customer presentations or on social media.

9. Retention of documents

Ringier Advertising shall retain documents, final artworks, data, etc. at its registered office for the duration of three years after completion or delivery. It is exempted from retaining them beyond this point unless there are written instructions from the Client or mandatory statutory provisions to the contrary.

10. Confidentiality

The parties may exchange information regarding an upcoming or potential future collaboration. As part of this process, it may be the case that business and operating secrets and other confidential information are made accessible in written and verbal form. The parties are mutually obliged to maintain confidentiality.

11. Exclusivity

Ringier Advertising is entitled to work for multiple customers from the same industry without express written agreement.

12. Force majeure

In the event that a service cannot be rendered due to force majeure (e.g. illness, epidemics/pandemics, weather conditions, power outage and power shortage, acts of war, unrest, strikes, non-granting and/or revocation of entry permits and landing rights, etc.), the affected party shall be released from its obligation to fulfil its contractual obligations and any obligation to pay compensation from the point in time at which the obstacle or event makes it impossible for it to provide the service. In instances of force majeure, the parties undertake to minimise loss as best possible and shall inform each other without delay of the causes of the force majeure

13. Severability clause and language 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 provision, a provision shall apply which reflects as closely as possible the invalid provision's economic sense and purpose in a legally permissible manner. This also applies in the event of loopholes that need to be closed. The German language version of these GTC shall take precedence over the other versions (English, French).

14. Applicable law and place of jurisdiction

These GTCs are subject to Swiss law, to the exclusion of the Federal Act on Private International Law (PILA) and the UN Convention on Contracts for the International Sale of Goods (Vienna Sales Convention). The exclusive place of jurisdiction shall be Zurich (Switzerland).