

# Content Cooperation Terms and Conditions of Ringier AG (Ringier Advertising / Brand Studio) for Special Content Projects in Cooperation with the Brand Studio of Ringier Advertising

dated 27 March 2026

## 1. Scope of Application

These General Terms and Conditions for Content Cooperation ("GTC") govern the contractual relationships between the client or the advertising intermediary commissioned by it, provided that such intermediary acts in its own name and for its own account ("Client"), and Ringier AG (Ringier Advertising / Brand Studio) for production and creative services (including the automated creation of advertising materials via digital booking platforms such as the Ringier Advertising Booking Tool) in combination with advertising bookings in our print and digital portfolio. The General Terms and Conditions of Ringier Advertising relating to the print portfolio and/or digital portfolio shall apply subsidiarily to these GTC. In the event of discrepancies, these GTC shall take precedence over the current version of the GTC Print and GTC Digital.

Any counter-confirmations by the (advertising) client referring to other terms and conditions are hereby expressly rejected. Any deviations herefrom shall apply only if and to the extent that Ringier 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 these GTC and/or the GTC Print and/or the GTC Digital, the separate written agreement shall take precedence over the respective GTC. With the Brand Studio, Ringier Advertising offers cross-title products and solutions in the areas of content, creativity and sponsoring, which can be delivered in bundled form across all media types throughout the entire portfolio. Through centralised customer support in 360° cases, including the creation of content-driven or creativity-driven advertising formats, the Brand Studio meets a need of advertisers.

## 2. Quotation and Billing of Production Services

For content cooperation projects, Ringier Advertising prepares a quotation consisting of media and production elements (not eligible for discount). For standardised products, the production costs shall apply in accordance with the quotation. Any additional services shall be quoted on the basis of time and effort. The production elements are based on the time spent and the individual hourly rate, as well as any third-party services. Any additional work required due to changed specifications shall be communicated by Ringier Advertising to the Client in due time.

## 3. Reduction or Cancellation of the Order

For the cancellation of advertising services, the GTC Print or GTC Digital applicable in each individual case shall apply. For production services (such as, for example, the creation of a native article, content report, video production or banner), the following shall apply: if an order that has been placed is reduced or cancelled, Ringier Advertising shall be entitled to:

- charge for the work performed to date in accordance with the quotation (pro rata temporis);
- charge expenses and advance payments of third parties; and
- recover all damages arising from the reduction or cancellation.

In addition, Ringier Advertising shall have the right to make alternative use of the work it has performed to date in the event of cancellation of the order. The rights shall remain in full with Ringier Advertising.

## 4. Acceptance and Warranty

Ringier Advertising undertakes to perform all tasks assigned to it with due care and to the best of its knowledge and belief, as well as in the interest of the Client. Ringier Advertising further undertakes to ensure the careful selection, training and professional working methods of the employees deployed, as well as their supervision. Services and work results created by Ringier Advertising and sent to the customer must be reviewed by the Client ("approval for print"). Complaints regarding services rendered by Ringier Advertising must be notified in writing without delay, but no later than within 2 working days after delivery. When using automated booking tools (self-service), acceptance of the creative service shall be deemed to have taken place upon the final confirmation or activation of the campaign by the Client within the tool. In the absence of objection by the Client within the aforementioned period, the services and/or work results shall be deemed irrevocably accepted by the Client (even if the Client has failed to carry out the review). In the event of complaints, rectification shall be carried out within a reasonable period of time, but no later than within 14 calendar days, provided that there are deviations from the accepted concept or storyboard. Where the Client creates or adapts advertising materials itself via automated booking tools, responsibility for correcting content-related errors and making improvements to the creations shall lie exclusively with the Client by means of the functions made available in the tool. In such cases, a claim for rectification by Ringier Advertising shall exist only in the event of technical malfunctions of the booking tool itself. If, subsequently, the rectified service still does not prove satisfactory to the Client, rectification shall continue until the service has been rectified to the satisfaction of the Client, provided that there are deviations from the accepted concept or storyboard. Any right of reimbursement of the Client is excluded.

Excluded from the warranty are defects and disruptions for which Ringier Advertising is not responsible, such as natural wear and tear, force majeure, improper handling, interventions by the customer or third parties,

excessive use, unsuitable operating materials or environmental influences.

## 5. Services of Third Parties

Ringier Advertising shall provide the services necessary for the implementation of projects independently or by involving third parties (also without consultation with the Client being necessary, in which case Ringier Advertising shall bear the costs). In doing so, Ringier Advertising may rely on the services of long-standing reliable partners. Ringier Advertising shall select the third parties with due care. Ringier Advertising is entitled, with the consent of the Client, to order services procured from third parties for the project on the account of the Client. If third parties are in default with the delivery of goods and/or services, Ringier Advertising cannot be held liable for this. Ringier Advertising shall represent the interests of the Client vis-à-vis third parties. For the respective projects, the GTC and contractual terms of the third parties engaged shall apply subsidiarily in addition to these GTC, provided that the Client has been informed of the involvement of such third parties.

## 6. Data Protection

### 6.1. General

Data protection and data security are of high priority for Ringier Advertising. When processing personal data, Ringier Advertising complies with the applicable Swiss data protection legislation. The processing of personal data is subject to the data protection provisions of Ringier Advertising.

### 6.2. Handling of Personal Data in Contract Processing

The contractual partner assures Ringier Advertising that it also complies with the applicable data protection legislation and confirms in particular that all personal data made available by it has been validly collected and may be used by Ringier Advertising for the performance of the order assigned by it.

Ringier Advertising undertakes, subject to any other consent granted, to use the contractual partner's data only for the performance of the order assigned by it and for the administration of the contractual relationship. In addition, Ringier Advertising is entitled to process the contractual partner's personal data for marketing purposes, in particular for tailored offers. The contractual partner may restrict or prohibit the use of its data for marketing purposes in writing.

### 6.3. Evaluation of Access Data

If the advertiser or the agency obtains (personal) data from Ringier Advertising through competitions within the framework of an advertising order or through the use of special techniques, such as the use of cookies or tracking pixels, or otherwise obtains or collects such data from the placement of online advertising, the contractual partner or the agency assures that, in the collection, processing and use of personal data, it will comply with the requirements of the European General Data Protection Regulation (GDPR) and the Swiss Data Protection Act (DPA), as well as – where applicable – the Federal Act against Unfair Competition (UCA).

## 7. Liability

Ringier Advertising excludes liability for any damages unless caused intentionally or by gross negligence. Liability for indirect damages or consequential damages caused by defects, such as loss of data, business interruption, loss of profit, etc., is excluded. Ringier Advertising assumes no liability for services of third

parties. Liability for auxiliaries is excluded.

It is the responsibility of the Client to verify the legal admissibility of the services (in particular under competition law, trade mark law, copyright law and administrative law). Ringier Advertising shall not be liable if material used, such as images, texts or similar, infringes the rights of third parties. Ringier Advertising shall not be liable for content and materials provided by the customer and/or specified or approved by the Client. In such cases, the Client shall fully indemnify Ringier Advertising. If a service cannot be provided by Ringier Advertising, or cannot be provided in due time, due to late delivery of information and/or goods by the Client or due to the Client being unreachable, the Client shall bear the damage arising therefrom.

## 8. Intellectual Property

The rights to all works created by Ringier Advertising (articles, magazines, videos, etc.) shall belong fully and without restriction to Ringier AG. Ringier Advertising may dispose of these rights without restriction. From this basic principle it follows, inter alia, that the Client is not entitled, without the consent of Ringier Advertising, to make changes to the relevant works, in particular to individual design elements. Ringier Advertising is entitled to indicate its authorship of the works created by it in a form to be determined by it. The Client shall have a right of use in the services/works created by Ringier Advertising, the scope of which shall be determined by the separate contract between the parties or by the quotation. The agreed rights of use shall pass to the Client only upon full payment of the fee by the Client.

In particular, works, order documents or parts thereof created by Ringier Advertising and handed over to the Client may be used exclusively within the framework of the agreed order. Unless otherwise agreed, this right of use shall apply for an unlimited period and excludes any use outside the contractual purpose as well as the delivery of raw data.

The Client shall have the right to use texts and articles created by Ringier Advertising on commission for its own online publications (website, social media and internal newsletters). Such secondary use must be identified by means of a canonical tag ("canonical URL") referring to the original publication of Ringier Advertising. The parties may, however, negotiate and agree in writing on uses outside the contractual purpose and the delivery of raw data. For any other use or use outside the contractual purpose, the Client must inform Ringier Advertising and compensate Ringier Advertising accordingly for the additional use.

It should be noted that only those rights of use can be transferred which Ringier Advertising itself holds. This means that, in the case of images, videos, text or other material of third parties, different provisions may apply depending on the individual case. Where Ringier Advertising makes illustrations, graphics or photographs from third-party providers available within the framework of automated tools, the Client is obliged to comply strictly with the associated restrictions on use imposed by the third-party providers. In the event of a breach, the Client shall indemnify Ringier Advertising. In the case of agency and licensed images, Ringier Advertising licenses these for effective use. Any use going beyond this shall be subject to negotiation between the respective agency and the Client. Ringier Advertising will gladly provide the contact details upon request. In the case of externally commissioned photographers, only the right of use for the respective application is included as standard. Full buy-outs may additionally be purchased from Ringier Advertising. In the case of open source software used in the programming of websites and/or screen designs (e.g. WordPress), the copyright therein shall remain with the creator. Where Ringier Advertising programs its own software solutions, the rights to the code shall remain with Ringier Advertising. The time limits for maintenance and support work shall be agreed separately with the Client.

## 9. Reference Information and Self-Promotion

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

## 10. Retention of Documents

Ringier Advertising shall retain order documents, final artwork, data, etc. for a period of three years after completion or delivery at its place of business. Beyond this, Ringier Advertising shall be released from any further retention obligation in the absence of written instructions to the contrary from the Client or mandatory statutory provisions.

## 11. Confidentiality

The parties exchange information in relation to existing or possible future cooperation. In doing so, business and trade secrets as well as other confidential information may be disclosed orally and in writing. The parties are mutually bound to confidentiality.

## 12. Exclusivity

In the absence of an express written agreement, Ringier Advertising shall be entitled to work for several clients from the same industry.

## 13. Force Majeure

If a service cannot be provided on time for reasons of force majeure (e.g. illness, epidemics or pandemics, weather conditions, acts of war, unrest, strikes, non-issuance and/or withdrawal of entry permits and landing rights, etc.), the affected party shall be released, from the point in time at which the obstacle or event makes performance impossible, from its obligation to fulfil its contractual obligations and from any liability for damages. In cases of force majeure, the parties undertake to mitigate damage to the best possible extent and to inform each other without delay of the reasons for the force majeure.

## 14. Severability Clause

Should one or more provisions of these GTC be or become invalid, the validity of all other provisions or agreements shall not thereby be affected in case of doubt. In place of the invalid provision, a provision shall apply which comes as close as legally permissible to the economic meaning and purpose of the invalid provision. The same shall apply in the event of gaps requiring to be filled.

## 15. Amendment of the General Terms and Conditions

Ringier Advertising is entitled to amend or adjust the General Terms and Conditions at any time. Ringier Advertising shall inform the contractual partners of the amendments at least 30 days before the new General Terms and Conditions enter into force.

## 16. Applicable Law and Place of Jurisdiction

These GTC shall be governed by Swiss law, excluding the Swiss Federal Act on Private International Law

(PILA) and the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention). The exclusive place of jurisdiction shall be Zurich (Switzerland).