

REPLAY ADS ADVERTISING TERMS & CONDITIONS GOLDBACH MEDIA (SWITZERLAND) AG

1. VALIDITY

Unless otherwise agreed in writing, all advertising orders between the advertising media represented by Goldbach Media (Switzerland) AG (hereinafter 'Goldbach Media') and the advertising clients for the 'pause ad', 'fast forward ad' and 'start ad' replay ads products are governed by these advertising conditions (hereinafter 'Replay Ads Advertising Terms & Conditions') and the General Terms & Conditions for Advertising Orders to Group Companies of Goldbach Group AG (hereinafter 'GTCs').

Where a conflict arises, the regulations are to be applied in the following order:

- General Terms & Conditions for Advertising Orders to Group Companies of Goldbach Group AG (which can be viewed at <https://goldbach.com/ch/en/general-terms-and-conditions-advertising-terms/goldbach-media>).
- relevant technical specifications of the TV broadcaster (which can be viewed at <https://goldbach.com/ch/en/portfolio/tv/spot-delivery-and-specs>).

Guidelines, restrictions or special conditions (such as guidelines or GTCs of the advertising medium) or other deviations from these advertising conditions apply only if they are expressly agreed in writing.

Counter-confirmations from the advertiser with reference to other terms and conditions are hereby expressly disclaimed.

2. CONCLUSION OF ADVERTISING ORDERS

2.1. Quotations

Based on the option input on application ('customer briefing'), the advertiser will receive a quote for the relevant advertising order, which may also be transmitted in electronic form. Each quote is valid for five working days.

In the meaning of these Replay Ads Advertising Terms & Conditions and the GTCs, working days are Monday to Friday, excluding public holidays (in canton Zurich).

2.2. Confirmation

If the advertiser wishes to accept the quote defined in Clause 2.1, it must confirm this within five working days in written or electronic form. The advertising order becomes legally binding and irreversible on the advertiser's confirmation (for withdrawal options, see Clause 3). Goldbach Media displays the confirmed quote to the advertiser by means of an order confirmation, either in written or electronic form. Without confirmation, the quote expires and is then treated as a deleted order.

3. WITHDRAWAL/CONTRACTUAL PENALTY

3.1. Goldbach Media

Goldbach Media may rescind an advertising order if the advertiser changes or cancels its order and Goldbach Media had no influence and could not have foreseen such a change or cancellation; for instance, due to measures taken by the supervisory authorities or courts. Goldbach Media may also withdraw up to 10 calendar days before the start of distribution if a competitive relationship exists between the advertiser and another advertiser with exclusive rights to the specific advertising medium. In such cases, any claims of the advertiser are excluded.

3.2. By the advertiser

If requested, Goldbach Media may grant the advertiser a withdrawal option of up to 41 calendar days before start of distribution of the advertisement. In each instance, a withdrawal application is to be submitted to Goldbach Media in written or electronic form. Within the last 40 calendar days before the start of distribution, the advertiser may withdraw only on payment of compensation or a contractual penalty (see Clause 3.3).

3.3. Contractual penalties

Within the last 40 calendar days before start of distribution, the advertiser may withdraw only on payment of compensation on payment of a contractual penalty in the amount of 100% of the net-net value (gross amount - discounts - advertising agency commission) of the respective advertising order. Amounts are quoted ex VAT; the payment conditions defined in Clause 6.5 apply.

4. ADVERTISING MEDIUM

4.1. Delivery

The advertiser will provide a master file of the advertising material in the format specified on our website via one of the recognised spot delivery services. The advertising material must be provided with the information required for its assignment and transfer in accordance with current specifications.

After delivery of the advertising material, Goldbach Media undertakes the following duties: (1) technical and legal pre-testing; (2) allocation of the advertising medium and its encoding in the specified formats of the individual advertising medium; (3) integration of a watermark that is technically necessary for distribution in the start ads and fast-forward ads and integration of a header in the pause ads; and (4) transmission to the replay ad portal ('RTVA RAP'). This refers to the central control system to be provided by the TV broadcasters. It plays out the replay ads and is developed and operated on behalf of the TV broadcasters. The portal is also the platform used for forwarding the advertising material to broadcasters.

The advertiser explicitly grants Goldbach the right to make all necessary changes to the advertising medium to implement the above-mentioned requirements in order to guarantee the technical implementation and the requirement on the part of the TV stations and broadcasters to play out the advertising medium in the best possible way. In the event that a legal claim arises, in particular by the rights holder of the advertising medium, as a result of a change to the advertising medium due to technical reasons or another specification made by the TV station or broadcaster, Goldbach hereby excludes any liability.

In order to encode the advertising material in the specified formats, the necessary watermarking must be integrated and the header added, which may result in additional costs (which can be viewed at <https://goldbach.com/ch/en/portfolio/tv/advertising-formats>). Such costs are charged to the advertiser.

4.2. Delivery schedules

The advertiser is obliged to provide to Goldbach Media any advertising material required for distribution of the advertisement in the format requested by Goldbach Media no later than the following dates before the confirmed distribution date, subject to deviations in the individual order, at its own expense:

- pause ad 5 working days
- fast forward ad 5 working days
- start ad 5 working days

4.3. Delay

Should the advertising material not arrive in time, Goldbach Media cannot guarantee distribution of the advertisement. The advertiser is obliged in every instance to pay the agreed compensation in full. The advertiser is solely responsible for any further damages that may arise from non-observance of due dates.

4.4. Liability

The advertiser is solely responsible for the technical quality, form and content of the advertising material. The form and content must comply with the relevant regulations in Switzerland (see also Clause 6.2, GTCs). The advertiser and/or the agency fully indemnifies the advertiser and Goldbach Media in the event of breaches of the responsibilities defined in these clauses.

4.5. Rejection

Goldbach Media is not obliged to check advertising material supplied by the advertiser or the agency. Goldbach Media is entitled to reject advertising material supplied by the advertiser on legal, moral or similar grounds. This applies in particular to advertising material of questionable origin, controversial content or of inadequate form or technical quality. Goldbach Media will inform the advertiser immediately of any such rejection. The advertiser is obliged to make available new or amended advertising material promptly. If this replacement advertising material is provided too late to meet the agreed distribution date, Goldbach Media's full claim to remuneration remains as if distribution had taken place at the agreed

date. The advertiser is in every case obliged to pay the agreed compensation in full and is liable for any further costs.

4.6. Storage

The obligation to store the advertising material expires one year after the last distribution.

5. DISTRIBUTION

5.1. Principle

The advertising material will be distributed as agreed; i.e. on the agreed distribution date and in the agreed place (placement on replay ads advertising format and date); however, the latter is subject to the following provisions of these advertising conditions.

5.2. Placement

Goldbach Media places booked forms of advertising in accordance with the agreed criteria (in relation to the fee scale group and/or service group and/or time and/or place). There is no entitlement to a specific positioning of the advertising material within a fast-forward ad break.

5.3. Rebooking, outage of advertisement

The advertiser is entitled to rebook the bindingly accepted advertising order within the advertising medium if the rebooking request is communicated to Goldbach Media no later than 10 calendar days before the agreed distribution date, in written or electronic form, the agreed monetary booking volumes are retained, the distribution of the rebooked volume is not significantly delayed, and Goldbach Media has sufficient free capacity for the new distribution dates and places.

If the advertisement cannot be distributed at the agreed time due to circumstances within the advertiser's control, or if a rebooking is made without observance of the minimum term of 10 calendar days, or if the agreed monetary booking volume is amended, the advertiser is obliged to pay the agreed compensation in full in each instance. Any claim to compensation for damages by the advertiser is excluded from the outset.

5.4. Multiple instances, competition exclusion and expansion of service

Goldbach Media does not agree or guarantee competition exclusion either for a specific advertising medium or for individual distributions.

Goldbach Media neither discounts nor provides assurance that no other advertising time and/or placement will be offered and used alongside the offers and offer structures published by Goldbach Media.

5.5. Time/place of distribution/defects

If the timely distribution of the advertising material cannot take place for reasons beyond Goldbach Media's control, Goldbach Media will relocate the distribution of the advertising material to another slot, where possible of equal value. For minor changes to the distribution, the agreed tariff/price still applies. No guarantee is granted for distribution of the advertisement in a particular sequence.

For significant displacement, Goldbach Media will inform the advertiser as promptly as possible. Significant displacements refer to distributions that do not take place at the agreed date or time, and distributions in another price group. Insofar as the advertiser does not immediately object to the displacement of the advertisement or the embedding of the advertisement in another programme environment, this constitutes agreement on the part of the advertiser. In the event that the advertisement cannot be brought forward or made up for at a later date, or in the event that the advertiser objects to the proposed earlier or later date or embedding in another programme environment, the advertiser may claim reimbursement of the basic price, in accordance with Clause 3.1, GTCs.

6. FURTHER PROVISIONS

6.1. Discount

In deviation from Clause 4.1 GTCs, the advertising medium grants non-retroactive discounts only.

6.2. Consulting commission/advertising agency commission

In accordance with Clause 4.3 GTCs, agencies receive a consultancy commission/advertising agency commission in the amount of 5% of the order value (after deductions and plus VAT).

6.3. Calculation basis for billing

The analysis of the 'RTVA RAP' is applied as the relevant calculation basis for correct performance of campaigns and the generation of bills for the same.

6.4. Invoicing

The effective invoice amount is based on the distribution volumes counted by 'RTVA RAP' as per Clause 6.3 above, which are disclosed at the customer's request.

6.5. Payment

Unless otherwise agreed, all invoices must be paid no later than 20 days after the invoice date without deductions.

6.6. Confidentiality

The parties undertake not to disclose any information to third parties received from the other party or any information subject to confidentiality, including discounts and similar price reductions granted to the advertiser, and other conditions and media volumes ('confidential information'). This confidential information, and any other business and operational secrets disclosed within the agreement, are to be treated as confidential even after the end of the contractual relationship. The parties will use confidential information of the other party exclusively for the purpose of conducting advertising orders.

The disclosure of confidential information to advertisers is permissible insofar as the advertiser undertakes in writing in advance to Goldbach Media (i) to transfer confidential information (in particular conditions and media volumes) to third parties (particularly consultants and media auditors) only on the proviso that the confidential information may not be fed into databases or saved by third parties for their own, other or third-party purposes and/or used in other ways, and (ii) to not transfer confidential information to third parties under any other circumstances.

Similarly, the disclosure of confidential information to third parties (particularly consultants and media auditors) is permissible only if such parties undertake in writing before disclosure not to pass on the confidential information (in particular conditions and media volumes) or to feed this confidential information into databases, or to save and/or use it for their own, other or third-party purposes.

As an exception, confidential information may be passed on to media auditors or other parties for the purpose of creating 'condition benchmarks' if the media auditor or other third party (i) is entered in the available, voluntary declaration of commitment to create methodologically correct and transparent data-pool-based condition benchmarks available from <https://swa-asa.ch> or <https://goldbach.com/ch/en/general-terms-and-conditions-advertising-terms/goldbach-media>; and (ii) makes a direct commitment to Goldbach Media or the Association of Swiss Advertisers to comply with this voluntary commitment.

At the request of Goldbach Media, the advertiser must present the signed declaration(s) of commitment. If the advertiser is unable to present a commitment declaration or has clearly not adhered to the commitment declaration of the third party, Goldbach Media is entitled to claim not only damages to itself but also any damages to advertisers marketed by Goldbach Media.

6.7. Changes to advertising conditions

Goldbach reserves the right to change these advertising conditions at any time. Any such changes will be made known to the advertiser in written or electronic form. During an ongoing contractual relationship or campaign, the customer may terminate the relevant contractual relationship in writing within two weeks of notification of the amendment. Any services rendered in this context up to the point of dissolution of the agreement are to be paid in full. Ongoing campaigns are ceased at the point of dissolution of the contract. If the advertiser fails to make a written cancellation or if it makes further use of the contractual services, it accepts the amendments to the advertising conditions in full.

Küsnacht, 1 June 2022

In the event of discrepancies between the English and German version of these Replay Ads Advertising Terms & Conditions, the German version shall prevail.