

ADVERTISING TERMS AND CONDITIONS OF GOLDBACH AUDIENCE AG

1. SCOPE

Except as otherwise agreed in writing, all advertising contracts concluded between Goldbach Audience AG (hereinafter "Goldbach Audience") and its advertising clients shall be governed by these Advertising Terms and Conditions as well as the General Terms and Conditions for Advertising Contracts of Goldbach Group Ltd for Swiss Group Companies (hereinafter "GTC"), as amended from time to time.

In case of discrepancies, these Advertising Terms and Conditions shall take precedence over the GTC.

These Advertising Terms and Conditions shall apply exclusively. Any confirmations to the contrary by the advertising client (hereinafter "the Client") that make reference to its own advertising or business terms and conditions are hereby expressly rejected. Terms and conditions of the Client or any deviations from these Advertising Terms and Conditions shall only apply if and insofar as confirmed by Goldbach Audience in writing.

2. CONCLUSION OF ADVERTISING CONTRACTS

An advertising contract is validly concluded when Goldbach Audience confirms a request from the Client in writing (including via email) and the Client does not make a written objection to the order confirmation within 48 hours. Goldbach Audience shall be entitled to request a written reconfirmation from the Client.

Objections or deviations from the order confirmation communicated by the Client after the 48-hour period has expired shall in no way affect the valid conclusion of the contract pursuant to the order confirmation of Goldbach Audience. The foregoing is subject to the special right of withdrawal pursuant to Section 3.2 below.

3. WITHDRAWAL / CONTRACTUAL PENALTY

3.1. By Goldbach Audience

Goldbach Audience may withdraw from advertising contracts if there are changes to the offerings of the advertising platforms that are unforeseeable and/or beyond Goldbach Audience's control or if they are discontinued, particularly as a result of measures by supervisory authorities or the courts. Further, Goldbach Audience may withdraw up to six (6) days before the launch of distribution if a competitive situation arises between the Client and another contractual partner with exclusive rights to the specific advertising platform. In all of the above cases, any and all claims of the Client shall be excluded.

3.2. By the Client

Goldbach Audience grants the Client the following special right of withdrawal.

The Client may withdraw from the advertising contract by written notice (including by email). If the written withdrawal notice is received by Goldbach Audience up to seven (7) business days before the launch of the campaign, the Client may withdraw from the advertising contract at no cost. Thereafter, withdrawal is only permitted subject to compensation (contractual penalty) measured as a percentage of the net2 value (gross amount – discounts – consultancy commission) of the respective advertising contract (amounts do not

include VAT):

<i>Between 6 and 3 working days:</i>	<i>50%</i>
<i>Less than 3 working days:</i>	<i>100%</i>
<i>after the start date:</i>	<i>100%</i>

(Working days are defined here as Monday to Friday, excluding public holidays).

Any additional costs incurred for external websites as a result of the withdrawal shall be borne by the Client.

4. ADVERTISING MEDIA

4.1. Delivery

The Client is obligated, at its own expense, to provide Goldbach Audience with the materials necessary (particularly advertising media and themes) for the applicable form of distribution of the advertising (publication, broadcasting etc.), even within an ongoing campaign, in the format requested by Goldbach Audience, within the following time periods prior to the confirmed distribution date at the latest, except as may be otherwise agreed in individual orders:

Advertising media 3 business days for GIF, JPEG, redirect codes or tags; 3 business days for rich media (HTML, Flash)

In individual cases, the lead times may be different due to the special requirements of the applicable advertising platform. In this case, Goldbach Audience shall inform the Client as soon as possible.

Redirects delivered for the Goldbach Audience network must meet the secure standard (https).

4.2. Redirect tags

Insofar as Goldbach Audience has permitted the Client to integrate an external AdServer for delivering the advertising media, the Client is obligated to transmit the redirect tags (link URL, advertising medium query) in the agreed form within the delivery period specified in Section 4.1 above or the period agreed upon in the advertising contract. In cases where an external AdServer is used, the Client warrants its full and proper functionality, as well as the functionality of the redirect tags, so as to ensure the proper execution of the advertising contracts.

4.3. Responsibility for quality; liability

The Client and/or the agency shall be solely responsible for the technical quality and content creation in respect of the advertising media delivered. Content creation must comply with the relevant regulations (see Section 6.2 GTC).

4.4. Rejection

Goldbach Audience is under no obligation to inspect the advertising media delivered by the Client and/or the agency. Goldbach Audience and the advertising platforms reserve the right, even in the case of legally accepted advertising contracts, to reject Client-delivered advertising media on legal, moral or similar grounds. Goldbach Audience shall be entitled, in particular, to reject any advertising media based on their origin, content, form or technical quality. Goldbach Audience shall immediately inform the Client of any such rejection. In this case, the Client is obligated to immediately provide Goldbach Audience with new or revised

advertising media. If these replacement advertising media are provided too late to meet the agreed distribution date, Goldbach Audience shall retain its right to full compensation as if the distribution had occurred on the agreed date.

5. DISTRIBUTION

5.1. Rule

The advertising platform shall broadcast the advertising as agreed. The distribution date and location shall also generally be deemed to have been agreed upon (placement on site / price group and date), the latter being subject to the following provisions of these Advertising Terms and Conditions.

5.2. Placement

Booked forms of advertising shall be placed by Goldbach Audience according to the specific criteria agreed in the individual case (in terms of the rate group and/or performance group and/or time and/or location). The advertising spaces booked by the Client are non-transferable.

Except as otherwise agreed in the individual case, the Client shall not be entitled to have the online advertising placed in a particular location on the respective website or to particular access times for the respective website being met.

5.3. Rebooking by the Client

The Client is entitled to rebook binding advertising contracts within the advertising platform if the rebooking request is communicated to Goldbach Audience in writing or electronically no later than three (3) calendar days before the agreed distribution date, the agreed monetary booking volume is maintained, the distribution of the rebooked volume is not delayed significantly and Goldbach Audience has sufficient free capacity in terms of the requested new distribution dates and locations.

5.4. Non-competition and expansion of offers

The Parties have not agreed to nor has Goldbach Audience warranted the exclusion of competition with respect to any particular advertising platform or any individual campaigns or distributions.

Goldbach Audience neither rules out nor warrants that, apart from the offers and offering structures published from time to time by Goldbach Audience, no other advertising spaces and/or times will be offered or filled.

5.5. Time and place of broadcasting; defects

If for reasons related to the design of the website (or mobile site or other advertising platform), force majeure (including technical malfunctions) or circumstances beyond Goldbach Audience's control, the advertising cannot be distributed on schedule, Goldbach Audience shall move the distribution of the advertising to another, equivalent (where possible) location within the planned advertising platforms.

In the event of an *insignificant* deferral/relocation of distribution (within the advertising platform), for example for reasons relating to the design of the website (or mobile site, game or another advertising platform, as applicable) or for technical reasons, the agreed rate/price shall remain in effect.

In case of *significant* deferral/relocation, the Client shall be notified by Goldbach Audience immediately. Such significant deferral/relocation would include distribution outside the agreed date or time period or

distribution in another advertising platform. If the Client does not object immediately and in writing to the deferral of the advertisement or its integration into another environment (particularly another site or portion thereof), the Client shall be deemed to have given its approval thereto. In the event that the advertising can neither be moved to an earlier or to a later date or if the Client objects to the proposed earlier date, later date or integration into another environment, the Client shall be entitled to repayment of the base price as specified in Section 3.1 GTC.

6. FURTHER PROVISIONS

6.1. Cash discounts

Notwithstanding Section 4.1 GTC, Goldbach Audience grants only non-retroactive single-contract discounts in accordance with the official rate documentation.

6.2. Consulting commissions

According to Section 4.3 GTC, agencies receive a consulting commission of 5% for Swiss agencies and 15% for foreign agencies calculated on the contract value (after deductions and excluding VAT).

6.3. Calculation basis for billing

The analysis of Goldbach Audience's AdManagement tool (Primary AdServer) shall serve as the relevant calculation basis for correct executing campaigns and generating invoices for them.

6.4. Invoicing

The actual invoice amount shall be based on the distribution volumes calculated by Goldbach Audience according to Section 6.3 above (Primary AdServer), which shall be disclosed to the Client upon request.

6.5. Payment

Unless otherwise agreed, all invoices shall be payable without deductions no later than 30 calendar days after invoicing.

6.6. Data usage and data protection

The Client agrees that through the use of cookies in the advertising media, anonymised end-user data regarding user behaviour (including tracking data) may be stored by Goldbach Audience. Goldbach Audience may also use the data collected via such cookies to deliver usage-based advertising, advise its clients, engage in self-promotion and conduct market research for its own purposes.

Without an approved participation in the IAB Framework and a correspondingly listed vendor number, the Client is prohibited from setting cookies that do not belong exclusively to the technically necessary delivery mechanism of the AdServer used in order to ensure the delivery of advertising media via the AdServer.

The Client acknowledges that Goldbach Audience uses automation to compile, store and process the data provided by the Client (name, address, e-mail, credit card data, bank transfer data) for purposes of contract performance and support for the Client, as well as for sending advertisements on other services of Goldbach Audience.

Further information can be found in our Privacy Policy at <https://goldbach.com/ch/en/privacy-policy/goldbach-audience>.

The Client agrees to be sent electronic mail for the information purposes set out above and in the Privacy Policy. The Client may revoke this consent at any time by sending an e-mail to oba@ch.goldbach.com .

The Client undertakes to process data that it has collected as the controller in the course of displaying its advertising only in full compliance with the provisions of data protection law and via a vendor number validly registered with IAB Europe. In doing so, the Client shall ensure that the policies specified at <https://iab europe.eu/iab-europe-transparency-consent-framework-policies/> are complied with at all times.

6.7. Confidentiality

Each of the Parties undertakes to treat as confidential and not to disclose to third parties any information received from the other Party, as well as other sensitive information, including discounts and similar price reductions granted to the Client, as well as other terms and conditions and media volumes ("Confidential Information"). The Confidential Information, as well as other business and trade secrets of which a Party becomes aware in the course of the collaboration, shall continue to be treated as confidential by both parties even after the termination of the contractual relationship. Each of the Parties shall use Confidential Information of the other Party for the sole purpose of performing the advertising contracts.

Confidential Information may be disclosed to advertisers so long as the advertisers commit to Goldbach Audience in advance and in writing (i) not to disclose the Confidential Information (particularly terms and conditions and media volumes) to third parties (particularly advisors and media auditors) except on the condition that the Confidential Information is not entered into databases and is not be stored by such third parties for their own, other, or any third-party purposes and/or otherwise used and (ii) not to otherwise disclose the Confidential Information to any third parties at all.

Further, Confidential Information may only be disclosed to third parties (in particular advisors and media auditors) if they, in turn, commit in advance and in writing not to disclose the Confidential Information (in particular terms and conditions and media volumes), not to enter this Confidential Information in databases or store and/or use it for their own, other or third-party purposes.

As an exception, Confidential Information may be disclosed to a media auditor or another third party in order to create terms and conditions benchmarks if the media auditor or other third party (i) has signed the voluntary undertaking for creating methodologically correct and transparent data pool-based terms and conditions benchmarks, available at <https://swa-asa.ch/>, and (ii) has undertaken directly vis-à-vis Goldbach Audience or the Association of Swiss Advertisers to comply with this voluntary undertaking.

Upon request by Goldbach Audience, the Client shall present the signed undertakings. If the Client cannot show any commitment declarations or if the third party is clearly not complying with the commitment declaration, Goldbach Audience shall have the right to claim not only its own damages but also those incurred by advertising platforms marketed by Goldbach Audience.

6.8. Involvement of third parties; assignment to third parties

Goldbach Audience shall have the right to involve third parties in order to fulfil its contractual obligations. In addition, Goldbach Audience shall have the right to assign the entire contractual relationship to another majority-owned subsidiary of Goldbach Group Ltd. This shall not require the Client's express consent. The Client shall be informed of any such assignment in good time.

6.9. Amendment of the Advertising Terms and Conditions

Goldbach Audience reserves the right to amend these Advertising Terms and Conditions at any time. Notice of such amendments shall be given to the Client in an appropriate manner. While a contractual relationship or campaign is ongoing, the Client may give written notice of early termination of the affected contractual relationship within two (2) weeks following the date of notification of the amendment. All services provided up to the date of termination of the contractual relationship must be paid for in full. Ongoing campaigns will be stopped as of the date the contractual relationship ends. If the Client fails to provide written notice of termination or continues to use the contractual services, the Client shall be deemed to have fully accepted the amendments to the Advertising Terms and Conditions.

Küsnacht, valid from 1 February 2024