

## ADVERTISING TERMS AND CONDITIONS OF GOLDBACH MEDIA AG

### 1. APPLICABILITY

Unless otherwise agreed in writing, these Advertising Terms and Conditions as well as the General Terms and Conditions for Advertising Orders with Group Companies of Goldbach Group AG (hereinafter referred to as "GTC") shall apply to all advertising orders concluded between the advertising media represented or directly marketed by Goldbach Media AG ("Goldbach Media") and the advertisers.

In the event of discrepancies, these Advertising Terms and Conditions shall take precedence over the following regulations:

- the GTC (available at <https://goldbach.com/en/terms-and-conditions/>).
- the applicable advertising guidelines (available at <https://goldbach.com/en/tv/tv-advertising-guidelines/>).
- the applicable technical specifications (available at <https://goldbach.com/en/tv/tv-spot-delivery/>).

Guidelines, restrictions, or special conditions (such as guidelines or GTCs of the advertising media) as well as other deviations from these Advertising Terms and Conditions shall only apply if explicitly agreed upon in writing.

For advertising orders related to "Replay Ads" products, the "Replay Ads Advertising Terms and Conditions" of Goldbach Media apply; for advertising orders related to "Online" products, the "Online Advertising Terms and Conditions" of Goldbach Media apply (available at <https://goldbach.com/en/terms-and-conditions/>).

Counter-confirmations by the advertiser referencing other terms and conditions are hereby explicitly rejected.

### 2. CONCLUSION OF ADVERTISING ORDERS

#### 2.1. Reservation

The advertiser may reserve advertising time in writing, electronically, or via the provided OMS (Order Management System). Reservations must be made no later than 41 calendar days prior to the start of the campaign. Goldbach Media will only accept later reservations upon prior consultation or if slots are available in the provided OMS.

For bookings via the OMS, the separate GTC for the Access and Use of MediaPro.net via Web Interface in their currently valid version, which every user of the OMS accepts as part of an access agreement to be concluded in writing, shall apply.

#### 2.2. Offerte

Based on the reservation in accordance with Clause 2.1, the advertiser will receive an offer for the respective advertising order, which may also be transmitted electronically. When using the OMS, the advertiser can also independently generate the offer. The offer is valid for 48 hours in each case.

#### 2.3. Confirmation

If the advertiser wishes to accept the offer in accordance with Clause 2.2, they must confirm it in writing or electronically within 48 hours. Upon confirmation by the advertiser, the advertising order becomes legally binding and irrevocable (for cancellation options, see Clause 3). The confirmed offer is notified to the advertiser by Goldbach Media in writing or electronically by means of an order confirmation. Without confirmation, the reservation will lapse and subsequently be treated as a canceled order. In this case, the advertising space can be reallocated to third parties.

### 3. CANCELLATION / CONTRACTUAL PENALTY

### 3.1. By Goldbach Media

Goldbach Media may cancel advertising orders if the advertising medium discontinues or alters its offer, provided this was beyond Goldbach Media's control and unforeseeable, for example, due to measures taken by regulatory authorities or courts. Goldbach Media may also cancel up to 10 days before the start of distribution if a competitive conflict arises between the advertiser and another advertiser holding exclusive rights on the specific advertising medium. In such cases, claims by the advertiser are excluded.

### 3.2. By the Advertiser

Upon the advertiser's request, Goldbach Media may grant the advertiser an option to cancel up to 41 calendar days prior to the start of the distribution of the advertising format. A cancellation request must always be submitted to Goldbach Media in writing or electronically. Within the last 40 calendar days prior to the start of distribution, cancellation by the advertiser is only possible against payment of a percentage-based compensation (contractual penalty). For the amount of the contractual penalty, Clause 3.3 below shall apply. For advertising formats with a duration of at least 2 minutes as well as for sponsorships, cancellation of the concluded advertising order is excluded, and the advertiser remains obliged to pay the agreed remuneration.

### 3.3. Contractual Penalty

Within the last 40 calendar days prior to the start of distribution, cancellation by the advertiser is only possible against the following percentage-based compensation (contractual penalty), measured against the net value (gross amount – discounts – advertising agency remuneration) of the respective advertising order:

- between 40 and 25 calendar days prior to distribution: 50%
- between 24 and 10 calendar days prior to distribution: 75%
- less than 10 calendar days prior to distribution: 100%
- after the start of distribution: 100%

The net value of the respective advertising order is calculated on the basis of the confirmed gross media value (i.e., paid and free space bookings incl. any surcharges). The amounts are exclusive of VAT; the payment terms according to Clause 6.3 below shall apply.

## 4. ADVERTISING MATERIALS

### 4.1. Delivery

The advertiser shall deliver the master file of the advertising material in the format specified on the website via a recognized delivery service or directly to Goldbach Media. The advertising material must be accompanied by the information necessary for its allocation and transmission.

The preliminary technical check, the allocation of the advertising materials, and the encoding into the specified formats of the individual broadcasters and for transmission to the broadcasting stations will be carried out by Goldbach Media.

The costs for the encoding of the formats will be invoiced additionally to the advertiser (available at <https://goldbach.com/en/tv/tv-spot-delivery/>).

### 4.2. Delivery Deadlines

Der Werbeauftraggeber ist verpflichtet, Goldbach Media das für die Distribution der Werbeform notwendige Material. The advertiser is obliged to provide Goldbach Media with the material necessary for the distribution of the advertising format, as well as new advertising materials and motifs within an ongoing campaign, in the format required by Goldbach Media, at their own expense and no later than the following times prior to the confirmed distribution date, subject to deviations in the individual order:

- Linear TV: 10 working days, subject to deviations for individual broadcasters and special advertising formats. Provided these Advertising Terms and Conditions as well as the technical specifications and specific guidelines according to the "Shortened Delivery Deadlines" factsheet are met, spots with a delivery deadline of 5 working days will be accepted.

- In-store Radio: 2 working days
- Teletext: 3 working days

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

#### 4.3. Failure to Meet Deadlines

If the advertising material does not arrive on time, Goldbach Media cannot guarantee the distribution of the advertising format. Goldbach Media is then entitled to reallocate the freed-up advertising time elsewhere. In any case, the advertiser remains obliged to pay the agreed remuneration in full and shall bear the costs incurred for post-processing the commercial break due to non-compliance with the deadlines. The advertiser is liable for all further damages incurred due to non-compliance with the deadlines.

#### 4.4. Liability

The advertiser is solely responsible for the technical quality and content design of the advertising materials. The content design must comply with the relevant regulations in Switzerland and in the host country of the advertising medium (see also Clause 6.2 of the GTC). The advertiser and/or the agency shall fully indemnify the advertising medium as well as Goldbach Media in the event of any breaches of the responsibilities incumbent upon them under these clauses.

#### 4.5. Rejection

Goldbach Media is under no obligation to check the advertising materials provided by the advertiser and/or the agency. Goldbach Media is entitled to reject the advertising materials provided by the advertiser for legal, moral, or similar reasons. This specifically applies to advertising materials with a questionable origin, controversial content, inadequate form, or insufficient technical quality. Goldbach Media will notify the advertiser of any rejection without delay. The advertiser is obliged to promptly provide a new or amended advertising material. If these replacement advertising materials are provided too late to adhere to the agreed distribution time, Goldbach Media is entitled to reallocate the advertising time elsewhere. The advertiser remains obliged to pay the full remuneration in any case and is liable for any further damages.

#### 4.6. Storage

The obligation to store the broadcasting materials expires 1 year after the final distribution.

#### 4.7. Joint Advertising

The advertiser guarantees that the advertising materials refer exclusively to products, brands, or services of the advertiser. Advertising materials promoting the products, brands, or services of multiple companies (joint advertising) are only permitted with the prior written consent of Goldbach Media. The advertised companies must be named specifically. Goldbach Media is entitled to levy a price surcharge on behalf of the individual broadcasting groups.

### 5. DISTRIBUTION

#### 5.1. Principle

The advertising medium shall distribute the advertisement as agreed. This generally includes the timing of the distribution.

#### 5.2. Placement

The advertising formats are placed according to the agreed and currently valid price or performance categories. The price and performance categories for the individual advertising media result from the program and commercial break structures valid at the time of the order confirmation, subject to the following provisions and the corresponding regulations in Clause 3 of the GTC concerning prices. Unless specifically agreed otherwise, there is no entitlement to the placement of the commercial spot in a specific commercial break and/or entitlement to a specific position of the commercial spot within a commercial break. However, Goldbach Media will endeavor to accommodate the advertiser's preferences.

### 5.3. Rebooking, Failure of the Advertising Format

The advertiser is entitled to rebook firmly accepted advertising orders within the advertising medium, provided the rebooking request is communicated to Goldbach Media in writing or electronically at least 10 calendar days prior to the agreed distribution date, the agreed monetary booking volume and the duration of the advertising materials (especially spot length) are maintained, the distribution of the rebooked volume is not significantly delayed, and Goldbach Media has sufficient free capacities regarding the requested new distribution dates and placements.

If the advertising format cannot be distributed at the agreed times for reasons for which the advertiser is responsible, or if a rebooking is made without adhering to the minimum notice period of 10 calendar days or by modifying the agreed monetary booking volume, the advertiser remains obliged to pay the agreed remuneration in full in any case. Any claim for damages or other claims by the advertiser are explicitly waived from the outset.

### 5.4. Multiple Bookings, Exclusion of Competitors, and Expansion of Offer

Goldbach Media behält sich vor, Mehrfachbelegungen sowie aufeinander Bezug nehmende Spots innerhalb eines Goldbach Media reserves the right to reject multiple bookings as well as mutually referencing spots within one or more commercial breaks. An exclusion of competitors is neither agreed upon for a specific advertising medium in general nor for individual distributions, nor is it guaranteed by Goldbach Media.

Goldbach Media does not exclude, nor does it guarantee, that no further advertising times and/or spaces will be offered and occupied alongside the respective offers and offer structures published by Goldbach Media.

### 5.5. Distribution Time, Placement / Defects

If the punctual distribution of the commercial spot cannot be met due to circumstances beyond Goldbach Media's control, Goldbach Media will reschedule the distribution of the commercial spot to another broadcasting slot that is as equivalent as possible. In the event of an insignificant shift in distribution, the agreed rate/price will remain unchanged. No warranty is assumed for the distribution of the advertising format in a specific sequence.

In the event of significant shifts, Goldbach Media will inform the advertiser as quickly as possible. Significant shifts are understood to mean both distribution outside the agreed day or period, as well as distribution in a different price category. If the advertiser does not immediately and in writing object to the shifting of the advertising format or its embedding into a different programmatic environment, this shall be deemed as the advertiser's consent. In the event that the advertising format can neither be brought forward nor made up for, or if the advertiser objects to the proposed bringing forward, making up, or embedding into a different programmatic environment, the advertiser is entitled to a refund of the base price according to Clause 3.1 of the GTC.

### 5.6. Performance Compensation and Forfeiture of Credits for Granted Performance Guarantees and Other Credits

Contractually agreed performance guarantees or free space may be scheduled by Goldbach Media during an ongoing campaign without prior consultation with the advertiser (performance compensation). After the completion of the campaign, Goldbach Media will notify the advertiser of any existing performance credits.

Performance credits accrue per broadcasting group and are credited in CHF. The affiliation of a broadcaster to a broadcasting group and the scope of the guarantee per broadcaster can be viewed at <https://goldbach.com/en/tv/tv-advertising-guidelines/>. The guaranteed broadcasting group performance is calculated by cumulating the guaranteed performances per broadcaster, per campaign and target group, in the respective broadcasting group. The guaranteed broadcasting group performance is compared against the cumulative effectively achieved campaign performances of the broadcasters within the broadcasting group, plus the performance of any make-goods scheduled on the broadcasters. If the effectively achieved broadcasting group performance within a campaign exceeds the guaranteed performance, Goldbach Media waives invoicing the excess performance. The performance credits determined and credited after the end of the campaign can be utilized by the advertiser within the current calendar year in which the credit was generated. However, the performance credits may only be utilized on the broadcasting group on which the performance credits effectively accrued. Goldbach Media is free to determine the

distribution timing for the performance credits.

Any credits from performance compensation or other credits such as free space still remaining after the expiry of the current calendar year will be forfeited without replacement. The only exception to this is if the credit effectively utilized—i.e., booked—by the advertiser could not be distributed. Under no circumstances does the advertiser have any further claims; in particular, any claim to a refund is excluded.

## **6. FURTHER PROVISIONS**

### **6.1. Confidentiality**

The parties commit to keeping information received from the respective other party, as well as other information requiring secrecy—including rebates, cash discounts, and comparable price reductions granted to the advertiser, as well as other terms and media volumes ("Confidential Information")—confidential from third parties. The Confidential Information and other trade and business secrets that have become known as a result of the collaboration must be treated confidentially by both parties even after the termination of the contractual relationship. The parties will use Confidential Information of the respective other party exclusively for the purposes of executing the advertising orders.

The disclosure of Confidential Information to advertisers is permitted provided that the advertisers commit in writing to Goldbach Media beforehand (i) to pass on the Confidential Information (in particular terms and media volumes) to third parties (in particular consultants and media auditors) only on the condition that the Confidential Information may not be fed into databases and may not be stored and/or otherwise used by the third parties for their own, further, or external purposes, and (ii) not to otherwise forward the Confidential Information to third parties at all.

The disclosure of Confidential Information to third parties (in particular consultants and media auditors) is likewise only permitted if they, in turn, previously commit in writing not to pass on the Confidential Information (in particular terms and media volumes) and not to feed this Confidential Information into databases, and not to store and/or use it for their own, further, or external purposes.

Exceptionally, passing on Confidential Information to a media auditor or other third parties for the purpose of creating so-called terms benchmarks is permissible if the media auditor or other third party (i) has entered into the voluntary self-commitment declaration for the creation of methodically correct and transparent data pool-based terms benchmarks, available at <https://swa-asa.ch/> or <https://goldbach.com/ch/de/agb-werbebedingungen/goldbach-media>, and (ii) has committed directly to Goldbach Media or the Swiss Advertisers Association to adhere to this self-commitment.

Upon Goldbach Media's request, the advertiser must present the signed declaration(s) of commitment. If the advertiser cannot present a declaration of commitment or if the self-commitment declaration is evidently not upheld by the third party, Goldbach Media is entitled to claim its own damages as well as damages incurred by the advertising media marketed by Goldbach Media.

### **6.2. Data Use and Data Protection**

With regard to data use and data protection, the provisions of Goldbach Media's "Online Advertising Terms and Conditions" shall apply.

### **6.3. Payment**

Sämtliche Rechnungen sind ohne anderweitige Vereinbarung jeweils ohne Abzüge spätestens 20 Tage nach Rechnungsstellung zu bezahlen.

### **6.4. Consultant Commission / Advertising Agency Remuneration**

In accordance with Clause 4.3 of the GTC, agencies shall receive a consultant commission/advertising agency remuneration of 15% for TV and Teletext orders, and 10% for In-store Radio orders, measured in each case against the order value (after deductions and exclusive of VAT).

## 6.5. Modification of the Advertising Terms and Conditions

Goldbach Media reserves the right to amend these Advertising Terms and Conditions at any time. Such amendments will be communicated to the client in writing or electronically. During an ongoing contractual relationship or campaign, the advertiser may prematurely terminate the affected contractual relationship in writing within 2 weeks of notification of the amendment. All services obtained in this context up to the time of termination of the contract must be paid in full. Ongoing campaigns will be stopped at the time of contract termination. If the advertiser fails to provide written notice of termination or continues to make use of the contractual services, they fully accept the modifications to the Advertising Terms and Conditions.

**This document is a translation of the original German version, which shall prevail in the event of any discrepancies in interpretation.**

Küsnacht, valid as of August 1, 2026