

General Terms and Conditions for Advertising, Sponsorship and Contract Publishing in TELETEXT

dated 18 October 2019

1. RANGE OF APPLICATIONS AND CONTRACTUAL CONDITIONS

As a leading distributor of electronic media, Admeira AG (Admeira) will market the TELE-TEXT service provided by the Swiss Broadcasting Corporation (SRG) on an exclusive basis from 1 January 2016.

These General Terms and Conditions (GTC) govern the relationship between the advertising client and Admeira.

2. WRITTEN NOTIFICATION

Amendments and supplements to the contractual relationship, including changes to this clause itself, require written form to be legally valid.

3. SERVICES AND PRODUCTS

Admeira provides advertising and marketing-related services and products. Advertising and communications content is published via TELETEXT (SRF 1, SRF zwei, SRF info, RTS un, RTS deux, RSI LA 1, RSI LA 2) as well as via the Internet, mobile channels and – from March 2017 – via HbbTV.

The services of Admeira are based on these GTC as well as on the individual agreements between the advertising client and Admeira.

4. RIGHTS AND OBLIGATIONS OF ADMEIRA

4.1 Right of refusal and suspension of service

Admeira Broadcast has the right to reject advertising orders from contractual partners at any time, and without giving reasons. Admeira shall inform the contractual partner of any refusal without delay.

Moreover, in the case of orders already concluded, Admeira is entitled to remove immoral or illegal content of advertisements and communications content (especially portrayals of violence, pornographic or racist content, incitements to violence or crime, games and betting which violate the Federal Act on Gambling (Gambling Act), unsolicited advertisements (spam), content which infringes on third-party rights such as copy-right, trademarks, patents, privacy or design rights, and content which violates the legislation against unfair competition or key advertising guidelines such as those concerning tobacco, alcohol, medicine and food) at any time, at its own discretion and without informing the contractual partner or providing it with prior notice. Such action will not entitle the contractual partner to file claims of any kind against Admeira.

4.2 In-lieu placements and replacement in kind

In the event of changes to the grid in TELETEXT when running special advertising campaigns or similar events, Admeira reserves the right to reposition booked client pages and advertising spots and offer clients an in-lieu placement or an in-lieu service. Termination of the current contract or current order is explicitly excluded in such cases.

5. RIGHTS AND OBLIGATIONS OF CLIENTS

5.1 Compensation

The prices payable for services and products can be found in the client agreement.

All prices listed are exclusive of VAT.

5.2 Responsibility for quality and advertisement content / indemnity

The contractual partner bears sole responsibility for advertisements and their content submitted to Admeira for publication.

The contractual partner undertakes to review its advertisements, content, products and other information with respect to their lawfulness and to provide a guarantee in this respect.

If Admeira Broadcast, a member of its governing bodies or one of its employees becomes the object of criminal, civil, or administrative law proceedings as a result of the unlawfulness of information of the contractual partner, or due to the failure to gain the consent of a third party, the contractual partner shall fully indemnify the affected parties in respect of all claims. Admeira guarantees the best possible reproduction of the advertisement in keeping with the customary technical standards in place at the time. The contractual partner acknowledges that it is not possible even with state-of-the-art technology to guarantee wholly error-free reproduction of an advertisement or communications content at all times.

Admeira does not guarantee uninterrupted and fault-free availability of the advertisements and communications content on TELETEXT and the TELETEXT vectors.

5.3 Intellectual property rights

The contractual partner guarantees that all rights necessary for the production of the advertisement and communications content have been obtained by it, and that it possesses all necessary rights for the activation of the advertisement and communications content in TELETEXT and the TELETEXT vectors.

The contractual partner transfers to Admeira, to the extent required for the execution of the order, all copyright, usage and performance protection rights and other rights necessary for the use of the advertising in the booked electronic media, particularly the rights necessary for reduplication, dissemination, transmission, processing, as well as storage in and extraction from a database, covering all relevant aspects of time, locality and content, together with the corresponding sublicensing rights.

The contractual partner grants Admeira the right to mark the advertisement where necessary with the designation "advertising" or similar, to preserve copies of the advertisement.

The contractual partner indemnifies Admeira against all third-party claims that could arise as a result of the infringement of third-party rights (including legal defence costs). Admeira shall inform the contractual partner about the assertion of such rights by third parties.

Moreover, all intellectual property rights (copyright, trademark, design rights, etc.) to content, logos, layouts, etc. that are accessible on TELETEXT and the TELETEXT vectors belong to and shall remain the property of Admeira or the third parties that have made this material available to Admeira. The contractual partner hereby acknowledges that no claims to the above-mentioned intellectual property rights shall accrue to it as a result of the contractual relationship with Admeira.

Admeira reserves the right to provide the communications content to third parties after fulfilling its contractual obligations.

The advertising client/agency authorises Admeira to submit the advertising material to the competent authority (e.g. Federal Office of Communications OFCOM, Swissmedic, Comlot, Federal Office of Public Health) for evaluation should Admeira have any doubts concerning the lawfulness of the advertising material.

5.4 Notification of defects

The contractual partner must immediately review the integration of the advertisement and communications content and immediately file a complaint in respect of any defects. The complaint period begins at the time when the advertisement is activated in the event of evident defects, and at the point of discovery in the event of hidden defects. If the contractual partner fails to submit a notification of defect promptly, the activation of the advertisement is deemed to have been approved.

6. INVOICING AND PAYMENT TERMS

6.1. Invoicing

Admeira shall bill the contractual partner upon final delivery of the agreed service or following consultation with the customer.

If, due to circumstances for which the contractual partner is responsible, Admeira cannot provide the agreed services during the agreed campaign period either at all or in full, in particular because Admeira has received advertising material or communications content late, in a flawed condition, in a flawed format or containing unlawful content, Admeira shall be entitled to invoice the contractual partner in full for the compensation amount owed for the service in question as per the order.

If, due to circumstances for which the contractual partner is not responsible, Admeira cannot provide the agreed service during the agreed campaign period either at all or in full, Admeira shall invoice the contractual partner a proportionately reduced amount for the compensation owed for the service in question as per the order. The same applies for those cases in which the agreed service cannot be provided fully or at all due to circumstances for which Admeira, rather than the contractual partner, is responsible.

Any further-reaching reimbursements by Admeira (e.g. lost commissions due to underdelivery) are excluded. No rights or claims in connection with underdelivery shall arise for the contractual partner beyond those described in this section 5.1.

6.2 Payment deadline / default

Unless otherwise agreed, invoices shall be due and payable without deductions not later than 30 days after invoicing. In case of late payment, Admeira is entitled to charge reminder fees of Fr. 20.00 for each payment reminder.

In the event of overdue payment, the contractual partner shall be charged statutory late payment interest and debt collection expenses. If the contractual partner fails to pay an invoice / invoices despite reminder, Admeira shall be entitled to terminate the order without notice (termination for good cause, cf. Section 10.6).

In the event of overdue payment, Admeira shall be entitled to halt the order of the contractual partner with immediate effect. The existing claim to payment, including for these curtailed services, shall remain unaffected.

6.3 Advance payment / security deposits

The provisions of Section 5.1 notwithstanding, Admeira reserves the right to invoice a monthly sum in advance for orders. Unless otherwise agreed, this advance invoice must be settled one week prior to the initial activation of the advertisement or communications content. In the event of non-adherence to this payment deadline, Admeira shall be entitled to cancel the planned advertisement or the planned communications content without reminder. The contractual partner remains obliged to pay the full amount of the contract and will also be liable for any further losses.

Admeira is entitled to make further services dependent on advance payment or security deposits in the following situations in particular:

- in the event of the contractual partner being in arrears pursuant to Section 6.2;
- if it comes to the attention of Admeira that the contractual partner is having payment difficulties or in the event of a material deterioration in the commercial circumstances of the contractual partner.

6.4 No offsetting

The contractual partner is not entitled to engage in offsetting vis-à-vis Admeira by means of counterclaims.

7. WARRANTY AND LIABILITY

7.1 Warranty

Admeira guarantees the best possible reproduction of the advertisement or communications content in keeping with the customary technical standards in place at the time. The contractual partner acknowledges that it is not possible even with state-of-the-art technology to guarantee wholly error-free reproduction of an advertisement or communications content at all times.

Admeira does not guarantee uninterrupted and fault-free availability of the advertisements or communications content on TELETEXT and the TELETEXT vectors.

Admeira is not obliged to review the advertisements or communications content delivered to it to ensure their legal conformity, accuracy, topicality, completeness, quality and/or flawlessness, and provides no warranty in this respect.

Admeira does not guarantee the accuracy, up-to-dateness and completeness of information that is accessible via TELETEXT and the TELETEXT vectors.

7.2 Direct and indirect damage

Admeira has unlimited liability for any intentionally or negligently caused (direct) damage. In the event of slight negligence, Admeira has unlimited liability for personal damage and liability for material damage up to the value of the service procured by the contractual partner, but to a maximum amount of CHF 30,000 per claim.

Liability for indirect damage and for lost revenue and profit is excluded. Mandatory statutory provisions remain reserved. Insofar as Admeira is obligated to compensate the contractual partner for losses incurred, Admeira must put the contractual partner in the same position as if the agreement had never been concluded ("negative contractual interest"); compensation for losses as a result of non-fulfilment is excluded.

7.3 Damage attributable to reasons beyond Admeira's control

Admeira shall not be liable if provision of the service is temporarily interrupted, is wholly or partially restricted or is rendered impossible by force majeure. Force majeure shall be deemed to include in particular power outages and harmful software (e.g. virus attacks).

Admeira shall in no circumstances be responsible for misuse by third parties (e.g. hackers or infiltrators of computer viruses), for security flaws in remote networks and the internet, or for costs of any support services of the contracting partner or third party commissioned by the contracting partner.

8. CONFIDENTIALLY

Admeira and the contracting partner shall treat confidentially any information that is not in the public domain or generally accessible. This duty of confidentiality applies from the moment the parties gain access to confidential information, irrespective of the start date of the agreement, and remains in place beyond the end of the agreement.

9. DATA PROTECTION

Data protection and data security are extremely important to Admeira. When processing personal data, Admeira adheres to the current Swiss and European data protection legislation.

The contracting partner assures Admeira that it too will adhere to applicable data protection legislation, and confirms in particular that all personal data made available to it has been obtained in a legitimate manner and may be used by Admeira for fulfilment of the corresponding order.

Admeira undertakes to use the data of the contracting partner solely for the purposes of fulfilling the order received from the latter and for the administration of the contractual relationship, subject to any approval issued to the contrary. In addition, Admeira is entitled to process the personal data of the contractual partner for marketing purposes, specifically for customised offers. The contractual partner may issue written instructions to restrict or forbid the use of its data for marketing purposes.

10. DURATION OF AGREEMENT, RIGHT OF WITHDRAWAL, POSTPONEMENT AND TERMINATION

10.1 Duration of agreement

The start and duration of the agreement are determined by the agreement signed by the client or the order confirmation signed by the client.

10.2 Right of withdrawal / cancellation

Withdrawal on the part of the contracting partner is excluded as a general principle.

However, in certain justified cases, Admeira may at its own discretion concede such a right of withdrawal to the contracting partner. Cancellations must be in writing (email will suffice) and state a plausible reason for cancelling. Verbal or telephone cancellation is not possible. By contrast, if Admeira considers the withdrawal to be unjustified, such withdrawal will at no point be granted.

If the contracting partner is granted exceptional right of withdrawal by Admeira, withdrawal is possible free of charge no less than 11 working days prior to the agreed activation date. Where the right of withdrawal is granted to the contractual partner by Admeira, withdrawal is only possible in the 10 days prior to the agreed campaign start in exchange for partial compensation (contractual penalty), as measured against the net value of the order in question:

- between 10 and 6 working days prior to campaign start: 25%
- between 5 and 3 working days prior to campaign start: 50%
- less than 3 working days prior to campaign start: 100%
- following activation: 100%

10.3 Postponement

Written postponement of an agreed activation time is only possible at least 11 working days prior to the first agreed activation date, and is subject to the existence of available capacity.

10.4 Termination of fixed-term agreements

Where a term is clearly fixed in an order, the agreement automatically lapses at the end of the agreed term.

10.5 Termination of agreements with minimum contract term or with open-ended term

Unless otherwise agreed, the agreement in the case of a minimum contract term applying in the order can be terminated by either party through the serving of notice in writing 30 days prior to the end of the minimum contract term. If the agreement is not terminated as per the end of the minimum contract term, it is automatically extended for an indefinite period of time and may then be terminated through the serving of notice in writing 60 days prior to the end of any month. The same also applies to agreements with no fixed term and no minimum contract term.

10.6 Termination for good cause

Admeira reserves the right to terminate the agreement without notice for good cause in all cases. Such good cause may include in particular, but not exclusively:

- payment arrears on the part of the contractual partner pursuant to Section 5.2;
- violation of these GTC or other rules of conduct;
- if the contractual partner misuses the services of Admeira for unlawful or immoral purposes.

In the event of termination without notice for good cause, Admeira shall be entitled to suspend activation of the advertisements or communications content with immediate effect. Compensation and further claims remain reserved.

In the event of termination without notice for good cause, the contractual partner is obliged, notwithstanding any further legal obligations, to reimburse Admeira with the difference between any granted volume discounts and the discount as calculated on the actual volume achieved following termination.

11. CHANGES

Admeira is entitled to amend or adjust the General Terms and Conditions at any time. In the event of such amendment, Admeira shall inform the contractual partner at least 30 days prior to entry into force of the new General Terms and Conditions.

Admeira is entitled to adjust its prices and change its advertising sites at any time, and to remove the latter from its offering either wholly or partially.

Price changes as compared to the published rates are possible at any time. For advertising orders that have become legally binding, price changes are not valid. Price adjustments as a result of changes in taxes or duties payable (e.g. an increase in VAT) do not count as price increases.

The further development of an advertising site or an appropriate adjustment of an advertisement for objective reasons does not count as a contractual change. The appropriateness of such a further development or adjustment – e.g. as part of the redesign of Teletext – is assumed.

12. TRANSFERS OF RIGHTS AND OBLIGATIONS

The rights and obligations that apply under this agreement may only be transferred to a third party with the written approval of the other contracting party. The transfer of the entire agreement to a legal successor and/or within the corporate group

is exempted from this approval requirement. In this case, the transfer should be communicated to the other party in writing.

13. SEVERABILITY CLAUSE

Should one or more provisions of these GTC be or become invalid, the validity of all other provisions or agreements shall – in case of doubt – remain unaffected. Instead of the ineffective provision(s), a stipulation shall be formulated which as far as possible legitimately replicates the economic sense and purpose of the invalid provision(s). The same applies in the event of any loopholes that need to be remedied.

14. APPLICABLE LAW AND PLACE OF JURISDICTION

The contractual relationship is subject to Swiss law, to the exclusion of the Federal Act on Private International Law (FAPIL) and the UN Convention on the International Sale of Goods (Vienna Sales Convention). **The sole place of jurisdiction is Bern.**