

# General Terms and Conditions for Television Advertising on SRG SSR Channels

valid from 1 January 2023

## 1. RANGE OF APPLICATIONS AND CONTRACTUAL CONDITIONS

### 1.1 General

As a leading distributor of electronic media, Admeira AG exclusively markets television advertising for the Swiss Broadcasting Corporation SRG SSR (hereinafter referred to as SRG or the TV operator) on its TV channels. In general, the TV advertising/advertisements will be shown as traditional commercials, forms of advertising with a longer duration and special advertising formats.

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

The services of Admeira AG are based on these GTCs, the tender documentation (including conditions) and individual offers provided by Admeira AG in their current version as well as on individual agreements between the advertising client and Admeira AG.

### 1.2 Written Notifications

All amendments to this agreement must be in writing in order to be valid. Besides the handwritten signature, the advanced signature in electronic form ("AES"; "FES" in German) via Skribble or another e-signature provider shall also be recognized as written form. The same applies to the waiver of this written form requirement.

### 1.3 Definitions

#### Advertising

"Advertising" in this context is defined as any public statement on a TV channel of which the purpose is to promote the conclusion of transactions for goods or services, support a matter or idea, or to achieve another effect desired by the advertising client or the TV operator itself and which is broadcast in return for payment or a similar quid pro quo or as self-promotion.

#### Teleshopping

"Teleshopping" covers programmes containing direct offers to the public for the conclusion of transactions for the goods and services featured. They must last at least 15 minutes. Admeira AG is not in a position to conclude any contracts with advertising clients for teleshopping broadcasts on SRG.

#### Advertising clients

Advertising clients are individuals or companies advertising themselves, their products and/or services or the products and/or services distributed by them, whether or not they are represented by an agency or third parties (section 1.6). In exceptional cases, Admeira will conclude agreements directly with the agency.

### 1.4 Contractual conditions

The agreement between the advertising client and Admeira AG is concluded when the order (confirmed by way of signature) from the advertising client for airtime with Admeira AG is received. Should a booking be made online using the "publiplan" online booking and processing system, the contract will be concluded by (firm) booking of the order for the desired airtime and signature for the advertisement by means of a password in the "publiplan" booking system.

The contract must be in the name of a specific natural person or legal entity and define the subject of the TV advertising precisely.

### 1.5 Airtime orders

Admeira AG usually confirms orders for airtime to the advertising client in writing (with the exception of bookings made through the "publiplan" online booking system). The airtime order or the offer by Admeira AG will be legally binding as soon as the latter has received the advertising client's subsequent written confirmation or a firm booking has been made in the "publiplan" online booking system by "Spotunterschrift" ("Advertisement signature").

Should part of the offer documentation, quotations or agreements no longer apply as a result of new statutory conditions, the advertising client and Admeira AG will be prepared to honour the agreement on TV advertising mutatis mutandis.

### 1.6 Deputy for the advertising client

If the advertising client is represented by a deputy or third party at the time the agreement with Admeira AG is concluded, the advertising client confirms with his/her legally binding signature that he/she has authorized the deputy to conclude the agreement on TV advertising with Admeira AG. Before entering into negotiations or signing the agreement, the deputy undertakes to voluntarily furnish Admeira AG with a copy of the power of attorney issued by the advertising client and to promptly inform the advertising client of the content of the agreement on TV advertising concluded with Admeira AG. Admeira AG reserves the right to maintain contact with the advertising client and to provide him/her with a copy of the

signed agreement.

The advertising client undertakes in the power of attorney he/she has issued to inform Admeira AG immediately of the revocation of the order or power of attorney issued to the deputy.

In the power of attorney the advertising client states that he/she is responsible for the content of the agreement and in particular for the form of the agreed TV advertising and that he/she will bear any consequences of non-compliance with the statutory provisions. The advertising client undertakes vis-à-vis Admeira AG to be liable for settling the services listed in the agreement and the bills issued in the name of the deputy by Admeira AG.

Admeira AG will not pay the advertising client's deputy any compensation for services provided on behalf of the advertising client. The exceptions are compensation for the electronic booking or rebooking of advertising time via the Admeira AG online booking and processing system "publiplan".

Where the power of attorney is absent or invalid, the advertising client shall be liable for pending invoices and the content of the commercials if it has ordered the advertising time or delivered the commercials.

The deputy or the advertising client, as the case may be, undertakes to fulfil its accountability obligations vis-à-vis its clients pursuant to Arts. 400 and 401 of the Swiss Code of Obligations.

### **1.7 Booking free space**

As instructed by you or your media agency and taking into account the agreed terms and conditions, Admeira AG will book the TV commercials in the advertising slots available on the SRG TV channels, using the "publiplan" online booking and processing system. Admeira AG will then flag the TV commercials entitled to free space as "free" in "publiplan". Admeira AG reserves the right to transfer individual TV commercials booked that are part of the free space allowance to other commercial breaks of equal value. Admeira AG will inform you or the media agency you have commissioned to handle the TV campaign of any such changes.

The media agency you may have commissioned to handle the TV campaign will book the TV commercials in the available - commercial breaks on the SRG TV channels via the "publiplan" online booking and processing system in accordance with the agreed terms and conditions. The media agency will bookmark the TV commercials requested for free space and Admeira AG will then flag them as "free" in "publiplan". Admeira AG reserves the right to transfer individual TV commercials booked that are part of the free space allowance to other commercial breaks of equal value. Admeira AG will subsequently inform the media agency commissioned to handle the TV campaigns of any such changes.

### **1.8 Elimination of inventory**

Admeira AG is expressly released from the obligation to provide services in relation to (outstanding) freespace, conditional or performance compensation credits in the event that an inventory is no longer marketed by Admeira AG. Such action does not result in any claims against Admeira AG on the part of the contractual partner.

## **2. STATUTORY OPERATING CONDITIONS**

### **2.1 Advertising for charitable organizations, public authorities and public-sector institutions, and for medicines**

Advertising for charitable organizations, public authorities or other public institutions, as well as advertising for medicines, is subject to special conditions in addition to the aforementioned documentation (see the factsheets "Arzneimittelwerbung" ("Conditions of advertising for medicines") or "Spezialkonditionen für Wohlfahrtsorganisationen, Gemeinwesen und öffentliche Institutionen" ("Special conditions for charitable organizations, public authorities and other public institutions") in the Admeira AG documentation and at [www.admeira.ch](http://www.admeira.ch)).

### **2.2 Impermissible TV advertising**

The following are expressly prohibited:

- advertising for tobacco
- advertising for political parties, for individuals holding or standing for election to political office, or on matters which are the subject of referenda
- advertising for religious beliefs and the institutions and individuals representing them
- advertising for prescription medication
- advertising directed at minors or in which minors appear, and which exploits their lack of life experience and/or affects their physical and mental development
- advertising which is misleading or unfair
- advertising that disparages religious or political convictions
- advertising which encourages behaviour prejudicial to health, the environment or personal safety
- advertising for alcoholic beverages subject to the current Alcohol Act. Advertising for low-alcohol beverages such as wine and beer is permitted on the channels of SRG TV operators but is subject to special statutory provisions and SRG's journalistic guidelines.

### **2.3 Channel staff and candidates for political office**

Permanent staff of the TV operator and – with effect from the date of their nomination – individuals standing for or holding public office may not appear or speak in TV advertising.

Technical experts and other consultants who make regular or temporary appearances on the TV operator's programmes may be subject to special restrictions with regard to their appearance on SRG TV advertisements. Advertising campaigns featuring such persons must be discussed with Admeira AG in detail well in advance and prior to the realization of the planned TV advertisement.

### **2.4 Compliance with statutory regulations**

The TV operator bears sole responsibility under concession law.

The advertising client bears sole responsibility for advertisements and their content submitted to Admeira AG for publication.

The advertising client undertakes to review its TV advertisements, content, products and other information with respect to their lawfulness and to provide a warranty in this respect.

If Admeira AG, SRG or a member of their governing bodies or one of their employees becomes the object of criminal, civil, or administrative law proceedings as a result of the unlawfulness of information of the advertiser or agency, or owing to the failure to obtain the consent of a third party, the advertising client shall fully indemnify the affected parties in respect of all claims.

### **3. INSPECTION OF TV ADVERTISING BY ADMEIRA AG**

#### **3.1 Principle**

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

However, Admeira AG reserves the right to inspect TV advertising to ensure that its content is legally permissible and complies with editorial standards. Advertising clients may submit storyboards for the planned TV advertising for preview free of charge.

In individual cases, Admeira AG is also entitled to pass on advertising material to the relevant authorities for assessment in order to obtain the authorities' opinion with regard to the legality of the advertising material.

The provision for liability of advertising clients under sections 2.4 and 8 of these GTCs remains unaffected.

#### **3.2 Rejection of TV advertising**

Admeira AG reserves the right to refuse to broadcast TV advertising in individual cases if it is regarded as detrimental to the business or image of Admeira AG or the TV channels, has indirect political or religious content, serves such purposes or is contrary to good morals. Even in the case of binding contracts, Admeira AG is entitled to reject or defer TV advertising that fails to comply with statutory regulations, the TV operator's journalistic guidelines or the GTCs of Admeira AG. Admeira AG also reserves the right to restrict the number and scheduling of advertisements in justified cases.

Moreover Admeira AG is entitled to reject or defer immoral or illegal content of the advertising client's TV advertisements (especially portrayals of violence, pornographic or racist content, incitements to violence or crime, games and betting which are in violation of the Federal Act on Gambling (Gambling Act), content which infringes on third-party rights such as copyright, trademarks, patents, privacy or design rights, and content which violates the legislation against unfair competition or key advertising regulations such as those concerning tobacco, alcohol, medicine and food) at any time, at its own discretion and without informing the advertising client or providing it with prior notice. Such action will not entitle the advertising client to file claims of any kind against Admeira AG.

### **4. DISTINCTION BETWEEN CHANNEL AND ADVERTISING**

Announcements of TV advertising in other advertising media may only refer to the TV channels on which the advertising is to be broadcast. Design (content, decor, etc.) and formulations by which the advertising clients' TV advertisements seek to identify themselves with the TV operator, its programmes or its staff are prohibited. TV advertising must be distinct from the TV operator's channels in every respect.

The use of the operators' signage or logos in any form whatsoever is prohibited.

### **5. PROTECTIVE RIGHTS, SUISA NUMBER, TECHNICAL REQUIREMENTS AND LANGUAGE VERSIONS**

#### **5.1 Protective rights**

The advertising client bears sole responsibility for the legal admissibility of the recording of its TV advertisement (sound/image).

The advertising client is obliged to obtain all rights necessary for the production of the advertisement in its own name and at its own expense, and to guarantee that it possesses all necessary rights for the activation of the advertisement in the booked advertising vehicles.

The advertising client transfers all copyright, usage and performance protection rights and other rights necessary for the use of the advertising in the booked electronic media (except SUISA broadcast rights) to Admeira AG, particularly the rights necessary for reduplication, dissemination, transmission, processing and storage in and retrieval from a database, covering all relevant aspects of time, locality and content. It transfers the sublicensing rights necessary for the execution of the advertising order to the TV operators.

The advertising client grants Admeira AG the right to mark the advertisement where necessary with the designation "advertising" or similar, to preserve copies of the advertisement, and to make these accessible via an Admeira AG database to the extent required for the execution of the advertising order.

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.

The advertising client indemnifies Admeira AG against all third-party claims that could arise as a result of the infringement of third-party rights (including legal defence costs). Admeira AG shall notify the advertising client of the assertion of such rights by third parties.

#### **5.2 SUISA number and broadcast rights**

The advertising client must obtain a SUISA number and SUISA's approval (SUISA is the Swiss Society for the Rights of Authors and Musicians) for each TV advertisement, even if it contains no copyright-protected music. This must be done even in the event of only a slight difference from an existing TV advertisement for the product or service to be promoted. The detailed requirements on this can be found in the factsheet "SUISA: transactions and copyrights" at [www.admeira.ch](http://www.admeira.ch).

Admeira AG or the TV operator will acquire the transmission rights for copyright music (SUISA "tariff A 2018 for SRG") and

will indemnify the advertising client against any claims by SUISA in this regard.

### **5.3 Approval from "Swissmedic, the Swiss Agency for Therapeutic Products"**

Should medicines and/or other medical products be advertised, the corresponding final approval from Swissmedic must be submitted when this is prescribed. See the factsheet "Arzneimittelwerbung am TV" (TV advertising for medicines) at [www.admeira.ch](http://www.admeira.ch).

### **5.4 Technical requirements**

The TV advertisements and their data media must conform to the technical requirements stipulated by Admeira (see "Production and delivery of TV spots" at [www.admeira.ch](http://www.admeira.ch)).

### **5.5 Language versions**

For each language region in which the TV advertisement is to be broadcast, the advertising client must provide Admeira AG with error-free documentation in each relevant language.

## **6. DEADLINES**

### **6.1 Identification of a TV advertisement by a SUISA number**

For each language region in which the TV advertisement is to be broadcast, the advertising client must provide Admeira AG with error-free documentation in each relevant language.

### **6.2 Delivery of the TV advertisement**

The TV advertisement must comply with the statutory and technical requirements and with the conditions stipulated by Admeira AG and must reach Admeira AG no later than three working days before its first transmission.

### **6.3 Consequences of failure to observe deadlines**

Should Admeira AG not receive the TV advertisement in good time, it cannot guarantee its broadcast. In such a case, Admeira AG is entitled to allocate the scheduled airtime elsewhere.

### **6.4 Return of the TV advertisement on demand**

The obligation of Admeira AG to retain TV advertisements ends four months after the last broadcast in the contractual year. Thereafter, the TV advertisements are returned to the advertising client or his/her representative upon the former's request, subject to indemnification against claims by third parties.

TV advertisements that are not asked to be returned are disposed of by Admeira AG in an environmentally friendly way.

### **6.5 Dissemination of the TV advertisement and advertising break data**

Admeira AG is authorised to make the TV advertisement accessible to third parties online in its database and/or on video media after its first broadcast has taken place, for the purposes of information and documentation. Admeira AG is also entitled to use individual images from broadcast TV advertisements in its promotional documents or publications. The indemnification against any claims arising from third-party copyrights and related rights in favour of Admeira AG (section 5.1 GTCs) shall also apply to such uses.

Admeira AG is entitled, subject to the observance of strict confidentiality, to pass on advertising break data (advertising clients, products, duration of advertisements, dates of broadcast and gross price of commercials, etc.) to defined market research institutions in order to produce statistics on advertising impact relevant to the Swiss market.

## **7. PRICES, INVOICING AND PAYMENT TERMS**

### **7.1 Prices**

TV advertising will be invoiced in Swiss francs at the agreed prices, plus value-added tax (VAT).

The length of TV advertising will be determined by the running time of the TV advertisement, at 25 frames per second. The first and last image and/or sound modulation will be used as the basis for calculating the running time. Fractions of a second will be rounded up. The rates per unit of time listed, which Admeira AG has agreed with the advertising client, will be used as the basis for calculation.

The prices offered or agreed in the signed orders for airtime or accepted offers and contract confirmations of Admeira AG offered or agreed are based on the respective channel structure of the individual TV operators.

In the absence of any written agreement to the contrary between the parties, Admeira AG will not accept any liability for the achievement of any specific ratings for the TV advertisement.

Price changes are governed by section 12.

### **7.2 Transfer of advertising time**

The transfer to a subsequent calendar year of advertising time – e.g. in the form of freespace – granted by Admeira AG or contractually agreed with Admeira AG on the basis of special conditions is generally not permitted unless the parties have agreed otherwise in writing.

"Freespace" denotes advertising airtime provided free of charge by Admeira AG additionally and subject to availability.

Admeira is entitled to inform the addressee monthly of the credit balance due for performance compensation and to use the credit balance independently without a counter-report from the addressee within 14 days.

Any performance compensation credit not drawn on expires at the end of the calendar year without further claims.

The above is also subject to the provisions set out in the factsheet "SRG SSR TV channels: prices and services", which can be downloaded from [www.admeira.ch](http://www.admeira.ch).

### **7.3 Agency commission and other payments**

Admeira AG grants all advertising clients the standard rate of agency commission in Switzerland. Admeira AG may make a payment to advertising and media agencies and other brokers of advertising orders for the electronic booking and rebooking of airtime via the "publiplan" online booking and processing system.

Advertising and media agencies or other brokers interested in this "online compensation" conclude a corresponding annual online supplementary agreement with Admeira AG for this purpose. The online supplementary agreement contains the individual conditions of any entitlement to an online payment.

### **7.4 Invoicing**

TV advertising will usually be invoiced monthly after it has been broadcast.

### **7.5 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 advertising client shall be charged statutory default interest and debt collection expenses. If the advertising client fails to pay an invoice / invoices despite a reminder, Admeira AG shall be entitled to terminate the advertising order without notice (termination for good cause, see section 10.4).

In the event of overdue payment Admeira AG is entitled to cease broadcasting the advertising client's scheduled TV advertising with immediate effect. The existing claim to payment, including for these curtailed services, shall remain unaffected.

### **7.6 Payment in advance / security deposit**

The provisions of section 7.4 notwithstanding, Admeira AG reserves the right to invoice a monthly sum in advance for advertising orders. Unless otherwise agreed, this advance invoice must be settled one week prior to the initial activation of the TV advertisement. In the event of non-adherence to this payment deadline, Admeira AG shall be entitled to cancel the scheduled TV advertisement without reminder. The advertising client remains obliged to pay the full amount of the contract and will also be liable for any further losses.

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

- in the event of default in payment by the advertising client pursuant to section 7.5
- if it comes to the attention of Admeira AG that the advertising client is having payment difficulties or in the event of a material deterioration in the commercial circumstances of the advertising client.

### **7.7 No offset of counterclaims**

The advertising client is not entitled to offset its liability to Admeira AG with counter-claims.

## **8. WARRANTY AND LIABILITY**

### **8.1 Warranty**

Admeira guarantees the best possible reproduction of the TV advertisement corresponding to the customary technical standards in place at the time. The advertising client acknowledges that it is not possible even with state-of-the-art technology to guarantee wholly error-free reproduction of a TV advertisement at all times.

Admeira AG does not guarantee that TV advertising will be available without fault or interruption.

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

Admeira AG does not guarantee the accuracy, up-to-dateness or completeness of information that is accessible via the advertising vehicles of the TV operator.

### **8.2 Direct and indirect damage**

Admeira AG has unlimited liability for any intentionally or negligently caused (direct) damage. In the event of slight negligence, Admeira AG 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 loss event.

Liability for indirect damage and for lost revenue and profit is excluded. Mandatory statutory provisions remain reserved.

Insofar as Admeira AG is obliged to compensate the contractual partner for losses incurred, Admeira AG 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.

### **8.3 Damage attributable to factors beyond the control of Admeira AG**

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

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

### **8.4 Rescheduling and cancellation of TV advertisements**

The agreed broadcast time of the TV advertisement is indicative and will be observed by the TV operator if possible.

If it is not possible for TV advertisements to be broadcast at the agreed times for reasons for which the advertising client is responsible (especially advertising that is not legally permissible), the advertising client may not assert any claims whatsoever for compensation or in any other respect. The advertising client is obliged to pay the full contractual amount in any case.

If a TV advertisement is not broadcast in full or in part (even if this is the fault of Admeira AG or the operator or as a result of technical malfunctions) it will be broadcast either at an earlier time or later, depending on the possibilities available. The advertising client will be informed of such a change as far as possible in advance.

In the event that it is impossible either to bring forward or postpone a TV advertisement under identical or similar conditions, the agreed value of the cancelled airtime will be credited by Admeira AG.

## 9. DATA PROTECTION

Data protection and data security are extremely important to Admeira AG. When processing personal data, Admeira AG adheres to all relevant Swiss and European data protection legislation. The advertising client assures Admeira AG that it too will adhere to applicable data protection legislation, and confirms in particular that all personal data made available to it has been gathered in a legitimate manner and may be used by Admeira AG for fulfilment of the corresponding order.

Admeira AG processes advertising clients' data for the purposes of providing services under the agreement, and collects, processes and stores these data on behalf of SRG for the acquisition of TV advertising. The advertising client authorizes Admeira AG to forward its data to SRG and its channel operators, and to process and store them within Admeira AG. SRG and their channel operators for the following purposes:

- to fulfil its contractual obligations and ensure a high-quality service
- to cultivate and develop client relationships
- to issue invoices
- to fulfil the mandate from Admeira AG for the acquisition of TV advertising
- for marketing purposes, specifically for customized offers. The advertising client can restrict or forbid the use of his/her data for market purposes.

Admeira AG and SRG will only disclose the advertising client's data to government bodies if this is required by law and if it is necessary to clarify whether the content of the TV advertising is legally permissible. In particular, Admeira AG and SRG will only disclose the advertising client's data to the supervisory authorities if requested to do so by these authorities in connection with supervisory measures and/or a supervisory process.

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

### 10.1 Agreement duration

The start and duration of the agreement are determined by the advertising order.

### 10.2 Termination of fixed-term agreements

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

### 10.3 Right of withdrawal / cancellation

For as long as there is a reservation and the parties have not made any arrangements to the contrary, the advertising client may withdraw from the contract with Admeira AG at any time. If the withdrawal or cancellation of individual services takes place after a "firm" booking has been placed or fewer than 30 calendar days before the first broadcast of the TV advertising, twelve weeks after the withdrawal or cancellation Admeira AG will invoice to the advertising client a contractual penalty plus VAT in accordance with the following scale, subject to any additional damages Admeira AG may claim:

<u>Period before broadcast of the campaign or the cancelled services</u>	<u>Contractual penalty</u>
29-21 calendar days prior to first broadcast	50%
20-14 calendar days prior to first broadcast	75%
fewer than 14 calendar days prior to first broadcast	100%

The amount of the contractual penalty is based on the net value of the campaign in CHF (the agency commission will not be paid and VAT will be charged in addition). The contractual penalty is payable 30 calendar days after the invoice date. Admeira AG will waive the contractual penalty if the advertising client reinvests the net value of the cancelled airtime in another firm advertising order within 12 weeks of the cancellation date.

### 10.4 Termination for good cause

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

- payment arrears on the part of the advertising client pursuant to section 7.5
- violation of these GTCs or other rules of conduct.

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

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

In the event that proceedings are initiated by the supervisory authorities or on the basis of an official instruction and/ or an instruction of the TV operator, Admeira AG is entitled to terminate the agreement with immediate effect and thus to suspend the agreed activation of the TV advertising. If Admeira AG cancels the agreement, payments by the advertising client shall be reduced proportionally. No further claims may be asserted against Admeira AG on the grounds of extraordinary termination (termination for good cause) of the agreement.

## 11. TRANSFER OF RIGHTS AND OBLIGATIONS

Rights and obligations under this agreement may only be transferred to a third party with the written consent 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 must be communicated to the other party in writing.

**12. CHANGES**

Admeira AG is entitled to amend or adjust the General Terms and Conditions at any time. Admeira AG shall notify the advertising client at least 30 days before the new General Terms and Conditions enter into force.

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

Admeira AG is entitled to change the prices quoted or agreed in the orders for airtime or in accepted quotations and confirmations of contract up to five working days prior to the scheduled broadcast of the TV advertisement, in the absence of any agreement to the contrary between the parties. Should prices be changed, Admeira AG must notify the advertising client immediately in a verifiable form. The advertising client will then be allowed one working day to decide whether it consents to the broadcast of the TV advertisement under the new conditions or whether it wishes to make changes to the booking.

The declaration must be made in verifiable form. Should the advertising client allow this limit to pass without taking advantage of it, the TV advertisement in question will be broadcast under the new conditions at the time originally agreed.

For selected sports events or individual sports advertising blocks, prices may be adjusted at short notice (less than 5 working days before the planned broadcast) if, for example, the Swiss national team, Swiss athletes, etc. qualify for the further course of the tournament. The communication of these sporting events, or individual sporting advertising blocks, will take place in advance in each case (before the booking opens). There is no right of withdrawal for these bookings.

**13. CONFIDENTIALLY**

Admeira AG, the advertising client and any deputies shall treat with confidentiality all 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 termination of the agreement.

An exception in this respect is the data used for advertising statistics referred to in Section 6.5.

The advertising client undertakes to forward confidential information, operating or business secrets, and specifically any quotations/contractual documentation (advertising time volumes, price and payment conditions, broadcasting schedules, results assessments etc.) only to those consultants or auditors who comply with and have signed the voluntary declaration of responsibility for the compilation of methodologically correct and transparent datapool-based TV pricing benchmarks for the Swiss market ("Freiwillige Selbstverpflichtungserklärung zur Erstellung methodisch korrekter und transparenter datenpool-basierter TV Konditionenbenchmarks für den Schweizer Markt"), which is available for inspection at the Association of Swiss Advertisers (SWA/ASA). In this event the advertising client undertakes to notify Admeira AG before forwarding data to advisors and/or auditors. Furthermore, the advertising client undertakes also to inform any substitutes about this confidentiality and to incorporate this in the relevant agreements.

Breaches of this confidentiality undertaking by the advertising client or any substitutes will incur a contractual penalty of CHF 50,000.

**14. APPLICABLE LAW AND COURT 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 exclusive place of jurisdiction shall be the City of Bern (Switzerland).