

General Terms and Conditions for Migros Retail Media

1. Scope and contract structure

- 1.1. These General Terms and Conditions (“GTC”) govern the contractual relationship between the Federation of Migros Cooperatives and the respective service-providing companies of the Migros Group (collectively “Migros Retail Media” or “Provider”) and the advertiser or its appointed agencies (“Advertiser”) in connection with Retail Media services.
- 1.2. These GTC apply to all Retail Media services, unless otherwise stipulated in the relevant individual agreement or in specific terms and conditions of service (business papers).
- 1.3. The contract between the Provider and the Advertiser comprises the following elements (in descending order of priority):
 - Individual agreement (e.g. order confirmation or purchase order)
 - Specific terms and conditions (business papers, price lists, etc.)
 - These GTC

2. Scope of the services

- 2.1. Migros Retail Media provides services in the field of Retail Media, in particular digital, in-store and data-driven advertising and marketing measures.
- 2.2. The nature, scope and placement of the services are set out in the relevant individual agreement.
- 2.3. The Provider is solely responsible for delivering the services as agreed, but is not liable for any specific commercial success, in particular for any guaranteed reach, click-through rates, conversion rates or turnover.

3. Definition of terms

- “Advertising material”: all content provided by the Advertiser
- “Advertising placements”: advertising spaces made available by the Provider
- “Individual agreement”: specific booking of advertising services
- “Migros Group companies”: all Migros cooperatives and the Federation of Migros Cooperatives, as well as all companies they control individually or jointly, directly or indirectly.

4. Obligations of the Advertiser to cooperate

The Advertiser shall provide all content, data and information in good time and to the required standard.

5. Rejection, postponement or amendment of orders by Migros Retail Media

Migros Retail Media is entitled at any time to reject, postpone or amend orders without giving reasons.

6. Prices, invoicing and terms of payment

- 6.1. The prices set out in the relevant individual agreement or in the documents referred to therein shall apply. Unless otherwise explicitly stated, all prices are exclusive of any value added tax.
- 6.2. Invoices are due for payment within 30 days. In the event of late payment, reminder fees and interest on arrears may be charged.
- 6.3. Migros Retail Media is entitled to check the Advertiser's creditworthiness and to make the provision of services conditional upon advance payment. Migros Retail Media is also entitled, even before and during the term of the contract, to make the continued performance of the contract conditional upon advance payment of the fee and the settlement of outstanding invoice amounts, irrespective of any originally agreed payment terms, if the Advertiser is in default of payment obligations (regardless of the legal grounds or the orders in question) or if there are reasonable doubts as to its solvency.
- 6.4. Any disputes regarding invoices must be raised in writing within 10 days of the invoice date, stating the reasons.

7. Involvement of third parties

The Provider is entitled to engage third parties to provide the services.

8. Confidentiality

The parties undertake to treat all confidential information provided by the other party as confidential and to use it solely for the purposes of performing the contract. The same applies to third parties engaged to fulfil the contract, who must be bound by the same obligations.

9. Data and data protection

- 9.1. Migros Retail Media processes personal data in accordance with the Migros Group's Privacy Policy, which is available at privacy.migros.ch.
- 9.2. The Advertiser undertakes to process personal data which it receives from the FMC or other companies within the Migros Group, or which it collects on their behalf, in the course of the contractual relationship, (i) solely for the purpose of fulfilling its contractual obligations and in accordance with the instructions issued by the FMC in this regard; (ii) treat the data confidentially and to take appropriate technical and organisational measures to protect it; (iii) return and/or permanently delete the data after termination of the contract or at the instruction of the FMC at its discretion. Where third parties are engaged, the Advertiser shall enter into appropriate contractual agreements and implement control measures, and shall, in particular, ensure that the obligations set out in this paragraph are complied with.
- 9.3. The parties agree that the contractual relationship does not constitute order processing pursuant to the applicable data protection provisions at the time the contract is concluded. In the event that the contractual relationship should, at any time, qualify as order processing pursuant to the applicable data protection provisions, the parties agree to conclude a market-standard order processing contract at the first request of one of the parties.

10. Intellectual property

- 10.1. All rights to platforms, systems and advertising placements remain with the Provider or its licensors.
- 10.2. The Advertiser grants the Provider a non-exclusive right to use the advertising materials, limited in scope and duration to the extent necessary to perform the contract. Any standard back-ups retained for archival purposes may be kept without limitation.

11. Content

- 11.1. Political advertising is not permitted.
- 11.2. With regard to the advertising materials supplied, the Advertiser undertakes, in particular, to ensure that:
 - it holds all the necessary rights to them;
 - no third-party rights are infringed;
 - all legal and regulatory requirements are complied with.

12. Indemnity

The Advertiser shall fully indemnify and hold harmless Migros Retail Media against any and all claims, demands, losses, liabilities, damages, costs and expenses arising out of or in connection with the Advertiser's use of the Retail Media services, including any reasonable legal fees and costs.

13. Liability

- 13.1. The Provider shall only be liable for direct damages and only in cases of wilful misconduct or gross negligence. The extent of liability is limited to the amount paid by the Advertiser for the service giving rise to the liability.
- 13.2. To the extent permitted by law, liability for all other forms of damage, such as indirect damage, consequential damage and loss of profit, is excluded.
- 13.3. The Advertiser shall be liable for any damage caused by the advertising material supplied by them.

14. Force majeure

Neither party shall be liable for any failure to fulfil its obligations arising from events of force majeure.

15. Assignment

The Advertiser may only assign rights and obligations arising from the contract with the prior written consent of the Provider.

16. Early termination of contract

- 16.1. If an advertising placement is discontinued or substantially altered, the Provider may withdraw from the contract.
- 16.2. Services already provided shall be paid for in all cases.

17. Changes to the GTC and services

- 17.1. The Provider is entitled to amend these GTC, as well as any specific terms relating to services, at any time.
- 17.2. Any changes shall be communicated to the Advertiser in an appropriate manner and shall be deemed to have been accepted unless the Advertiser objects within 10 days of receipt.

18. Exclusion of the Advertiser's GTC

Any GTC or other provisions of the Advertiser are, in all cases, excluded in relation to services provided under these GTC, even if they are not expressly contradicted.

19. Final provisions

- 19.1. The set-off of any claims of the Advertiser is only permitted with the prior written consent of Migros Retail Media.
- 19.2. Any amendments or additions must be made in writing.
- 19.3. This contract and any individual agreements concluded hereunder shall be governed exclusively by Swiss substantive law, to the complete exclusion of the conflict of laws rules of private international law and the Vienna Convention of the United Nations on Contracts for the International Sale of Goods of 11 April 1980.
- 19.4. The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract and any individual contracts concluded hereunder shall be the City of Zurich, Switzerland.