General Terms and Conditions - VGN Medien Holding

General Terms and Conditions of VGN Medien Holding GmbH, FN: 183971x

Woman GmbH & Co KG, FN: 509370z

Gusto GmbH & Co KG, FN: 509302z

TV Media GmbH & Co KG, FN: 643295y

WoT GmbH & Co KG, FN: 643298b

all at Erdberger Lände 40-48, 1030 Vienna,

collectively referred to hereinafter as "VGN Medien Holding" or "Publisher"

As of: March 2026

Section I: General COMMON Provisions

1, Decisive for the order in the print and digital sector are our General Terms and Conditions, the currently valid advertising rate card, and our order confirmation.

In the case of digital data delivery, the Publisher's guidelines for digital data delivery also apply - available at:

Advertising materials Print & Digital: https://www.vgn.at/produktinfos

The present Terms and Conditions also apply to all future business relationships, even if they are not explicitly agreed upon again.

2, Additional agreements to our Terms and Conditions are only binding if they are confirmed in writing by the management of VGN Medien Holding GmbH. Counter-confirmations by the Client and references to its own general terms and conditions of business and delivery are legally ineffective, even if the Publisher does not expressly object to them in individual cases. Acceptance of the Client's business and delivery terms by VGN Medien Holding through acts of performance is excluded.

3, The Client is solely responsible for the content, form, and legal admissibility of the advertisement and advertising materials, in particular including the clearance of copyright, trademark, personal rights, and data protection rights. VGN Medien Holding is not obliged to check advertisements for their content, form, or legal admissibility. The Client shall fully indemnify and hold VGN Medien Holding harmless in the event of claims by third parties. VGN Medien Holding has the right, but not the obligation, to adapt sweepstakes, vouchers, and Tip-on-Cards or add-ons to the legally required extent.

4, Advertisements that are not recognizable as such due to their editorial design will be marked as such by the Publisher.

5, It is the Client's responsibility to inform itself about the currently valid advertising rate before the advertisement is published / before the campaign starts.

6, Upon request and at separate cost, we will prepare the draft, text, graphics, and photography for an advertisement/advertising material. If further use in other media is desired, the rights to do so must be purchased from the Publisher.

7, Production and creative costs as well as manufacturing costs are not part of the advertising price and will therefore be invoiced separately.

8, In the event of changes to the advertising rates, the new conditions shall come into effect immediately, even for ongoing orders, unless a different agreement has expressly been made.

9, VGN Medien Holding is not obliged to verify whether the Client has the right to reproduce the printing materials/advertising materials for campaigns of any kind, to process or modify them in accordance with the order, or otherwise to use them in the intended manner, but is entitled to assume that the Client holds all such rights vis-à-vis third parties which are necessary for the execution of the order. The Client expressly guarantees that it possesses these rights. The Client shall fully indemnify and hold VGN Medien Holding harmless in the event of claims by third parties.

10, VGN Medien Holding reserves the right to reject the publication of advertisements without giving reasons. In this case, any claims against VGN Medien Holding are excluded.

11, The Client guarantees that the content of its advertising materials and spaces, and any links contained therein, do not violate press law, competition law, criminal law, data protection law, or other legal provisions; in particular, they shall not contain radical political content, content violating the Prohibition Act (Verbotsgesetz), or other content and forms violating decency and good morals, nor shall they infringe upon the personal rights of third parties.

12, The Client further guarantees that it is the legitimate owner of copyright, trademark, ancillary copyright, personal, and other rights of use required for the advertising, in particular regarding the materials provided to or used by VGN Medien Holding (e.g., texts, photos, graphics, files, audio carriers, and video tapes, etc.), and that it has lawfully collected any personal data (in particular photos) and that the transfer of such data to VGN Medien Holding is also lawful.

13, VGN Medien Holding reserves the right, in particular, not to carry out advertising measures that have been objected to by the Austrian Advertising Council (Österreichischer Werberat). This also includes the immediate stopping of an already running advertising

campaign. VGN Medien Holding may refuse to accept advertising orders for this reason and may withdraw from legally binding accepted orders.

14, VGN Medien Holding is not liable for the success of the placement of advertising spaces.

Section II: General Provisions in the PRINT SECTOR

a) Order Placement

1, Advertising orders must be processed within one year of order placement; in case of doubt, they apply to the next issue.

2, The discounts indicated in the advertising rate card are granted only for advertisements published within one calendar year, provided there are no campaign-related time restrictions.

3, No guarantee is provided for the inclusion of advertisements in specific issues.

4, In the event of illegible, incorrect, or incomplete printing of the advertisement, the Client has the right to a reduction in payment or a replacement advertisement if the meaning of the advertisement has been significantly altered or the advertising effect substantially impaired by an error on the part of the Publisher. Further liability for VGN Medien Holding is excluded. In case of doubt, the Publisher submits to the recommendations of the expert committee for printing complaints (FOGRA Forschungsgesellschaft Druck e.V., Munich).

5, In the event of operational disruptions or interventions by force majeure, the Publisher is entitled to full payment for the published advertisements if the orders have been fulfilled with 80% of the guaranteed print run. Lesser performance shall be paid according to the thousand-contact price based on the calculation circulation.

b) Printing Materials

1, The Client is responsible for the timely provision of printing materials. A color-accurate proof must be supplied for each page. In the event of late delivery, VGN Medien Holding is entitled to use an existing subject of the Client. However, the Publisher reserves the right to place it in the next issue.

2, Proofs are only produced upon express request. The costs for this shall be borne by the Client. If not returned in due time, the approval for printing is deemed granted.

3, The obligation to store printing materials ends 3 months after publication, unless a different agreement has expressly been made in writing.

4, The Client shall pay costs for significant changes to originally agreed executions.

5, The Client is obliged to provide flawless printing materials that comply with the guidelines. If any defects in the printing materials are not immediately apparent but only become clear during the printing process, the Client has no claim to a replacement publication. The Publisher is not obliged to check the printing materials for completeness and accuracy.

6, Complaints must be brought to the written attention of the Publisher within 8 days of receipt of the invoice.

7, The Publisher is not liable for transmission errors.

8, The currently valid production conditions apply to the placed order.

9, Due to mechanical production, technical deviations may occur in the production of special advertising forms; deviations of up to 3% of the total print run do not justify a complaint and do not exempt from the obligation to pay the manufacturing costs.

c) Placement

1, Placement requests are only binding if a placement surcharge is paid; otherwise, the Publisher will non-bindingly endeavor to fulfill them.

2, Exclusion of competition can only be agreed upon from an advertisement size of 1 page upwards for two facing pages.

d) Inserts / Tip-ons / Bound-in inserts / Glued inserts

1, The content of inserts, tip-ons, bound-in inserts, or glued inserts may only relate to the client's own business area and must not contain any third-party advertising.

2, Before order execution, a sample and the content must be submitted to the Publisher as a PDF 4 weeks prior to the publication date.

3, Compliance with the technical specifications is mandatory. Deviations may lead to additional costs. The additional costs are not included in the prices and must therefore be invoiced additionally.

Section III: General Provisions in the DIGITAL SECTOR

a) Order Placement

1, The Client shall provide all means necessary for the execution of the order, in particular the required graphic file in the standard formats specified by VGN Medien Holding and the other material necessary for the publication of the advertising space, in good time before the agreed publication of the advertising space, but no later than three working days beforehand. Later than three working days before the agreed start of the placement of the

advertising space, changes, in particular regarding size, format, equipment, and placement of the advertising placement, are only possible after consultation with VGN Medien Holding. This also applies to corresponding changes to the already placed advertising space for the purposes of campaign optimization.

2, The Client bears the risk of the transmission of the material intended for publication, in particular the risk of loss of data, data carriers, photos, and other documents. VGN Medien Holding is entitled, but not obliged, to process the transmitted material insofar as this is necessary for the agreed advertising placement.

3, If any contractually agreed performance volume for a Client cannot be provided by VGN Medien Holding within the agreed period, VGN Medien Holding is entitled and obliged to make up the outstanding performance volume in direct connection with the relevant order or in connection with a new order already validly booked by the Client, at the discretion of VGN Medien Holding, within a reasonable period.

4, VGN Medien Holding warrants the correct and complete presentation of the advertising space corresponding to the respective usual technical standard within the websites marketed by VGN Medien Holding. If a standardized delivery is not provided and the defective presentation is not due to the faultiness of the materials provided by the advertiser but is attributable to VGN Medien Holding, VGN Medien Holding is entitled, at its own expense and at its own discretion, to remedy the defect by improvement, adding what is missing, or replacement. If an improvement fails within the reasonable period, the Client may only declare a reduction or rescission in accordance with the statutory provisions after a further reasonable period has been set, or demand the publication of a replacement advertisement to the extent of the objected advertisement. In these cases, VGN Medien Holding is entitled to provide a replacement advertising space in direct connection with the relevant order or in connection with a new order already validly booked by the advertiser, at the discretion of VGN Medien Holding, within a reasonable period. The advertiser is not entitled to any further claims.

5, The Client is obliged to inspect the advertising spaces without delay and to report any defects in writing without delay within three days, under penalty of total loss of all rights.

6, VGN Medien Holding is liable for the Client's claims for damages arising from the defective fulfillment of contracts regarding the use of advertising spaces at VGN Medien Holding only in cases of intent or gross negligence. Liability is in any case limited to the fee to be paid by advertisers for the relevant advertising spaces. VGN Medien Holding is not liable for consequential damages or lost profits.

7, VGN Medien Holding is not liable for the impossibility of performance or complete or partial failure of a placement as a result of force majeure and technical defects.

8, In the case of interactive advertising, proof of contact volumes is provided exclusively through the evaluation of the access data of the ad server used by VGN Medien Holding. This

evaluation is made available to the advertiser together with the billing at the expense of VGN Medien Holding.

b) Digital Advertising Materials

1, VGN Medien Holding is entitled, but not obliged, to check links; the Client undertakes not to exchange links without consulting VGN Medien Holding. In this case, the Client is not entitled to any claims for compensation against VGN Medien Holding; rather, the Client remains obliged to make the payments agreed upon for the original order.

2, The Publisher is not liable for transmission errors.

3, The currently valid production conditions apply to the placed order.

4, The obligation to retain advertising materials ends 3 months after the end of the campaign, unless a different agreement has expressly been made in writing.

c) Placement

1, The placement of the advertising space takes place by mutual agreement. If such agreement cannot be reached or if a special placement request is not made, VGN Medien Holding is entitled to place the advertising space within the websites marketed by VGN Medien Holding, taking the Client's interests into account. Only the spaces identified in the respective valid price list are eligible for the placement of the advertising space.

2, Composite or collective advertising, i.e., the combination of advertisements from multiple advertisers, is only possible with the express consent of VGN Medien Holding.

Section IV: CANCELLATION CONDITIONS

PRINT SECTOR:

1, In the event of withdrawal of orders, a cancellation fee of 15% of the advertisement value will be invoiced.

2, The cancellation of an order can only occur until the advertising deadline.

3, The cancellation of Ad-Specials must take place at least 6 weeks before the publication date, or, in the case of special paper, only up to the day of the paper order. In the event of a later cancellation, the actual costs incurred up to the time of cancellation will be charged.

4, Costs arising from the modification of the originally agreed execution and ordered printing materials shall be paid separately by the Client.

DIGITAL SECTOR:

1, Free cancellation of an order is possible up to 10 working days before the start of the placement. In the event of a later cancellation, the fee for 50% of the campaign budget is due. This also applies to campaigns that have already started. In this case, cancellation costs amounting to 50% of the portion not yet placed arise, as well as the full costs for the ad impressions already placed.

2, In the event of premature termination of the advertising placement (the contract for advertising placement may be terminated by either party with immediate effect at any time, even before the expiry of a time limit), payment claims of VGN Medien Holding arising from services already commissioned shall remain unaffected in the event of termination by the Client, whereby services already performed by VGN Medien Holding are to be settled in full, and services not yet performed are to be settled at 50% of the agreed fee. Claims for damages and other claims of VGN Medien Holding of any kind whatsoever remain unaffected.

Section V: INVOICING

PRINT SECTOR:

1, Complaints are only recognized within 14 days from the date of issue.

2, Intra-year discount adjustments are only made upon request on a quarterly basis.

3, In the event of unjustified discount agreements, a subsequent charge will be made after the end of the calendar year, with default interest of 12% p.a. being charged on the missing amount.

4, Discount calculations must be requested in writing by no later than March 31 of the following year.

5, The Client will receive a free voucher copy after the advertisement has been published.

DIGITAL SECTOR:

1, The invoicing of advertising placements in the digital sector generally takes place after the end of the campaign. Should a campaign have a duration of more than two months, partial invoices on the part of VGN Medien Holding are permissible.

2, Complaints are only recognized within 8 days from the date of issue.

3, The Client receives a report on the expired campaign after the end of the campaign.

Section VI: PAYMENT

1, Payment deadlines:

PRINT SECTOR: 30 days net from invoice date

DIGITAL SECTOR: 14 days net from invoice date

2, In the event of default in payment or deferment, default interest in the amount of 12% as well as collection costs will be charged.

3, VGN Medien Holding is entitled, before executing the order and also during the term of the order, to make the publication or further advertisements dependent on the advance payment of an amount and on the settlement of outstanding invoice amounts.

4, Bills of exchange cannot be accepted.

5, Invoices are payable in Vienna (place of performance is Vienna). Substantive Austrian law is to be applied.

6, For orders involving the initial placement of advertising spaces for a Client, VGN Medien Holding reserves the right to demand advance payment.

7, The Client is only entitled to offset against claims of VGN Medien Holding, to retention, or to reduction if these claims have been acknowledged by VGN Medien Holding or legally established by a court.

8, The costs for any reminders as well as the costs of a necessary and not a priori hopeless debt collection (e.g., by an attorney or a collection agency) shall be borne by the Client, even if they are pre-litigation costs.

Section VII: TTPA REGULATION

1, If the Client is a sponsor within the meaning of Art. 3 No. 10 of Regulation (EU) 2024/900 on the transparency and targeting of political advertising (TTPA Regulation) or acts as a provider of advertising services on behalf of a sponsor within the meaning of the aforementioned provision, or if the order otherwise includes political advertising services (in particular political advertisements), the Client undertakes to cooperate comprehensively so that the Publisher can fulfill all obligations incumbent upon it under the TTPA Regulation.

2, In particular, in the cases described below, the Client must make a truthful declaration as to whether the advertising service with which it has commissioned the Publisher is a political advertising service within the meaning of Article 3 No. 5 of the designated Regulation, and, if applicable, whether the requirements under Article 5 Paragraph 2 of the designated Regulation are met. Such a declaration must be made in the following cases:

(a) unsolicited, if
    (i) the Client is a political actor or acts (directly or indirectly) for a political actor; or
    (ii) the subject of the order includes a publication that is capable of and designed to influence the outcome of an election or referendum, voting behavior, or a legislative or regulatory process at Union level or at national, regional, or local level (except in the cases mentioned in Article 3 Number 2 lit. b Subparagraph i) to iii) of the TTPA Regulation);
(b) at any time (even if none of the aforementioned circumstances exist) upon request of the Publisher.

3, If the Client does not make an unsolicited declaration pursuant to the preceding paragraph at the latest when placing the order, this shall be deemed a confirmation to the Publisher that the order does not include political advertising.

4, If the order includes political advertising, the Client shall, in particular, transmit to the Publisher completely, accurately, and without delay the relevant information required for the Publisher's compliance with the following provisions of the TTPA Regulation: Article 9 Paragraph 1 (Documentation), Article 11 Paragraph 1 (Labeling), and Article 12 Paragraph 1 (Transparency notice). The aforementioned declarations and information are to be transmitted unsolicited, completely, accurately, and without delay (in good time).

5, Unless expressly agreed otherwise in writing, political advertisements intended for publication by the Publisher must be provided by the Client itself with the labeling required by Art. 11 of the TTPA Regulation; the Publisher must also be provided in good time with a complete and correct transparency notice pursuant to Art. 12 of the TTPA Regulation using the Publisher's templates (these are based on the annexes to the Implementing Regulation (EU) 2025/1410) in processable (machine-readable) form according to the Publisher's specifications.

6, If the Client uses targeting techniques or ad delivery techniques (within the meaning of Art. 3 Numbers 11 and 12 of the TTPA Regulation) in connection with political advertising, it bears the responsibility for compliance with Chapter III of the designated Regulation and must transmit the information standardized therein to the Publisher equally unsolicited, completely, accurately, and without delay; as long as the IAB TCF Framework, upon which the Publisher's consent management regarding the processing of personal data for online advertising is based, does not permit the obtaining of separate consent for the processing of personal data for purposes of political advertising within the meaning of Art. 18 Para. 1 lit. b of the TTPA Regulation (or, should a future version permit this, its implementation with regard to political advertising has not yet been confirmed in writing to the Client), such techniques may only be used by the Client insofar as the Client itself has obtained and documented this separate consent.

7, For contracting partners who deliver online advertisements via technical interfaces without prior content control by the Publisher in its digital services (e.g., within the scope of

programmatic advertising), the following special rules apply with priority over the preceding provisions:

(a) Since the Publisher has no control over the origin and content of the advertisements delivered by the Client via its infrastructure, it is agreed in the relationship between the contracting partner and the Publisher that, in the event of the delivery of political online advertisements, the contracting partner assumes sole responsibility for fulfilling the requirements of the TTPA Regulation according to its Chapter II (Transparency and due diligence obligations for political advertising services) and its Chapter III (Targeting and delivery of political advertising via the Internet). The contracting partner is in particular responsible for all declarations and information to be obtained by providers of political advertising services (including publishers of political advertising) according to the TTPA Regulation, records to be kept, and information or transmission obligations to be fulfilled, and provides the Publisher with all information and declarations it requires to comply with statutory provisions or official orders.
(b) Political advertisements are delivered by the contracting partner in the Publisher's offer with labeling pursuant to Article 11 and with a link to the transparency notice dutifully provided by the contracting partner.
(c) The contracting partner provides a reporting mechanism pursuant to Article 15 of the Regulation for the political advertisements it delivers and makes this accessible both from the delivered advertisement and from the transparency notice. Insofar as the contracting partner receives a notification referring to a service of the Publisher within the framework of the reporting mechanism established pursuant to Article 15, which recognizably refers to political advertising that was not delivered by the contracting partner in services of the Publisher, it shall inform the Publisher without delay of the receipt of such a notification and, insofar as statutory provisions (in particular data protection provisions) do not conflict with this, forward the received notification; in such a case, the reporting person shall be referred to the contracting partner, indicating the latter's competence, or informed of the forwarding of the notification to the contracting partner.
(d) The contracting partner is responsible for ensuring that the political advertisements it delivers are placed in the European repository for online political advertisements in a timely manner and with all necessary information (Article 15 Para. 4 in conjunction with Article 12 Para. 1 of Regulation (EU) 2024/900 on the transparency and targeting of political advertising).

8, The Client acknowledges that the Publisher is obliged not to make the political advertisement available or to discontinue its publication, delivery, or dissemination without delay if the Client breaches its obligations under the TTPA Regulation or under this agreement, in particular if information in the labeling and/or in the transparency notice is incomplete or incorrect. The Publisher therefore reserves the right not to publish advertisements if there are indications that their publication could violate the TTPA, in

particular if there are indications of inaccuracy or incompleteness of the labeling or the transparency notice.

Section VIII: State and Third-Country Advertising

1, Insofar as the Client, as or on behalf of an authority or public body (under the law of the Republic of Austria or from a third country), commissions advertising placements or otherwise (directly or indirectly) mediates such orders, it undertakes to provide the necessary cooperation so that the Publisher can fully comply with its transparency obligation pursuant to Art. 6 Para. 1 lit. (d) of Regulation (EU) 2024/1083 (European Media Freedom Act) regarding the allocated total annual amount of state funds for state advertising and regarding the total annual amount of advertising revenues originating from authorities or public bodies of third countries ("third-country advertising"). Enterprises controlled by public entities are also deemed to be public bodies; with regard to Austrian legal entities, the list of legal entities controlled by the Court of Audit (Rechnungshof) (§ 1 Para. 3 BVG MedKF-T) is authoritative.

2, The Client must unprompted communicate if an order placed by it wholly or partially leads to revenues of the Publisher from state advertising or from third-country advertising; this must optionally be done using forms and processes provided by the Publisher for this purpose, whereby required information must be provided correctly and completely.

3, If the Client acts as an intermediary and it is not yet clear at the time the order is placed whether the order will wholly or partially mediate revenues from state advertising and/or from third-country advertising to the Publisher, the information obligation pursuant to the preceding paragraph must be fulfilled unprompted by January 31 of the following calendar year at the latest, if revenues from state or third-country advertising were mediated; the Publisher is entitled at any time to demand an intra-year report on the revenues from state and third-country advertising mediated to it.

4, If an ongoing framework agreement or cooperation exists between the Client and the Publisher, which includes the recurring mediation of non-predetermined publications, the information obligation (unless other intervals have been expressly agreed in writing) shall be carried out as an annual machine-readable consolidated report on all mediated revenues from state and from third-country advertising.

Section IX: FINAL PROVISIONS

1, The place of jurisdiction for all disputes arising from the contractual relationship between VGN Medien Holding and the Client is Vienna.

2, Austrian law shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

3, In general, all declarations essential to the contract (acceptance, termination, etc.) as well as deviations from these conditions and amendments to this written form clause require written form.

4, Should a provision of these General Terms and Conditions be invalid, the validity of the remaining provisions shall not be affected thereby. The invalid or missing provision shall be replaced or supplemented by a provision that comes closest economically to what the parties would have agreed if they had considered the invalidity or the gap.

5, Information on data processing operations can be found at vgn.at/datenschutzpolicy.

6, Insofar as VGN Medien Holding transfers personal data to the Client, the Client will, upon request, conclude a data processing agreement with VGN Medien Holding and process this data only upon the express instruction of VGN Medien Holding.