

## STANDARD TERMS AND CONDITIONS FOR SALES

This document contains standard conditions relating to the supply of the services provided by Eurovision Services S.A., a company limited by shares organized under Swiss law, registered in the commercial register of the Canton of Geneva under registration number CHE-481.105.679 and with registered office in L'Ancienne-Route 17A, 1218 Le Grand-Saconnex, Geneva, Switzerland ("Eurovision" or "ES").

### SECTION 1 - SCOPE

- 1.1 These standard terms and conditions of sales (hereinafter referred to as "**T&Cs**") set forth the terms under which ES shall sell various products and/ or perform various services (the "**Service(s)**") further described in an order, or as per a specific offer, or as per a specific agreement signed between the parties (all together to be further referenced as the "**Contract**") with the customer (the "**Customer**"). The order of precedence between documents shall be: (1) the Contract and (2) T&Cs, unless otherwise specified by the parties.
- 1.2 The Customers' General Conditions of purchase and/or any conditions which may be contained in any document issued by the Customer, as well as any fine print on the back of a purchase order are explicitly excluded. To the extent Customer's terms and conditions are supplied with the Services or where the ES and/or ES's user(s) are required to "click through" or otherwise accept or made subject to any online terms and conditions in offering the Services, those terms and conditions will be of no legal effect and will not constitute part of the Contract.
- 1.3 The placing of a purchase order by the Customer and its subsequent written acceptance of the same, or, if this is the case, the signature of the Contract, or the shipment of the products or any portion thereof, or the commencement of any work on site or performance of any services shall constitute Customer's unconditional acceptance of these T&Cs and the formation of a contract between the parties.
- 1.4 For the purpose of these T&Cs, "**Eurovision Network**" shall be interpreted in its widest sense and means all transmission capacity owned, leased or otherwise co-ordinated, planned or supervised by Eurovision.

### SECTION 2 - DELIVERY OF THE SERVICES

- 2.1 The Customer acknowledges and agrees that Eurovision is free to determine the method by which it will deliver the Service(s) and the Customer further acknowledges and agrees that Eurovision reserves the right, at its sole discretion, to amend any technical configuration and/or characteristics of the transmission capacity (including but not limited to satellite, transponder, performance parameters), modify the Eurovision Network and/or to change equipment and software at any time.
- 2.2 Eurovision is entitled to submit to the Customer recommendations for applying technological advancements and upgrades to the Service(s).  
Application of technology advancements and/or upgrades:
  - (i) It will be subject to an agreement by the Parties regarding the cost of such advancements and/or upgrades.
  - (ii) If the Parties do not agree to the cost of such advancements and/or upgrades, Eurovision may suspend the delivery of the Service(s) or terminate the Contract in whole or in part at any time without any liability to the Customer or any third party.
  - (iii) Where the Customer uses the Service(s), the Customer is deemed to have accepted the additional cost of such advancements and/or upgrades.
- 2.3 The Customer acknowledges and agrees that, whilst Eurovision will use all reasonable efforts to deliver the Service(s), the delivery of such Service(s) is at all times subject to the availability of the appropriate facilities and resources.
- 2.4 Equipment and/or software forming part of the Services(s):
  - (i) It shall be used by the Customer with due care and for the sole purposes of the receipt and use of the Service(s); the Customer acknowledges and agrees that Eurovision does not manufacture equipment and produce software, nor is an agent of the manufacturer or of the licensor.
  - (ii) is put at the disposal of the Customer "as is" and therefore, the Customer hereby expressly waives any and all claims (of whatever nature) against Eurovision concerning its condition, quality (operation without interruption or error), durability and/or operation.
  - (iii) Out of scope: For the avoidance of doubt, any Internet connections and related requirements to enable the Customer to receive or use the Service(s) are out of the scope of the Service(s). These Internet connections and related requirements are of the sole responsibility of the Customer. Without prejudice to the foregoing, the Customer may however be required, upon Eurovision's

request, to enter into a separate hire agreement in respect of the provision of such equipment.

- (iv) In all circumstances, the place where the equipment is installed must be suitably protected against fire, theft and vandalism. If any of the equipment is lost, destroyed or damaged (except by fair wear and tear), the Customer is solely responsible and liable for its replacement or reimbursement at the election of Eurovision.
- (v) The Customer must not interfere with any of such equipment or allow any third party to do so unless authorized in writing by Eurovision.
- (vi) The Customer shall use the Services for its own use and shall not be authorized to resale the Services unless expressly agreed by Eurovision.

### SECTION 3 - FEES AND PAYMENT

- 3.1 The Customer agrees to pay the Fee as set out in the financial section of the Contract (the "**Fees**") in full, without any right of set off, within thirty (30) calendar days from the date of issuance of the invoice which shall occur at delivery of the Services or at the end of each month; whichever occurs first; or otherwise defined in the payment schedule set forth in the Contract (the "**Due Date**").
- 3.2 The Fee is exclusive of Value Added Tax or any regulatory fees or surcharges which shall be payable by the Customer; any other deductions based on any currency control restrictions, duties, taxes, including but not limited to withholding taxes, or bank transfer charges may be added to the Customer's invoice, so that the Fee payable to Eurovision be the amount it would have received without such deductions.
- 3.3 If an invoice is not paid by the Due Date, Eurovision shall be entitled to suspend and/or terminate all Service(s) at any time with immediate effect upon written notice to the Customer without any liability to the Customer and/or any third party. Such right of termination shall be in addition to all rights and remedies which Eurovision may have. The Customer shall remain liable for the Fee due, including interest charges at the rate of SARON (for CHF), €STR (for EUR) or SOFR (for USD) plus three percent (3%) per annum on the unpaid amount of the Fee, and for all costs to cover the debt and collection procedure (including reasonable attorneys' fees) incurred to collect overdue amounts.
- 3.4 If the Customer disputes the amount invoiced, it must notify Eurovision in writing within ten (10) calendar days following the date of the invoice, after which time the Customer will be deemed to have accepted the invoice. For the avoidance of doubt, any undisputed amount invoiced shall be payable in full by the Customer in accordance with the provisions of clause
- 3.5 Without any right for the Customer to suspend and/or terminate the Contract, if as a consequence of (a) any breach of the Contract by the Customer, or (b) the supply of incorrect information from the Customer, or (c) regulatory changes or change in law, the costs and/or expenses to Eurovision are increased, the Customer shall be liable to pay such additional costs and expenses immediately upon demand.
- 3.6 Eurovision is entitled to increase the Fees once per year in line with the Inflation Index, which will be effective as of the first day of each calendar year. For the avoidance of doubt, the inflation rate used will be:
  - For EUR currency:
    - For countries not part of the Eurozone, the annual HICP inflation Index (the Harmonized Index of Consumer Prices) as published by the European Central Bank shall be used;
    - For countries part of the Eurozone, the annual local EUR inflation rate shall be used, as published by the local authorities.
  - For USD currency, the annual USD inflation rate shall be used, as published by the U.S. Bureau of Labour Statistics.
  - For Swiss Franc currency or other local currency, the annual Swiss consumer price index, CPI, shall be used, as published by the Swiss Federal Statistical Office.

**SECTION 4 - REPRESENTATIONS AND WARRANTIES OF THE CUSTOMER**

- 4.1 Assistance: The Customer shall promptly:
- (i) provide Eurovision with all information and assistance required by Eurovision to facilitate the delivery of the Service(s).
  - (ii) shall comply with all instructions given by Eurovision throughout the delivery of the Service(s) in the interests of safety of other Customers of the Eurovision Network.
- The Customer acknowledges and agrees that it is technically impracticable to deliver transmission Services or coordination Services free of fault(s) and therefore Eurovision cannot give any warranty express or implied in the quality and/or success of the Service(s).
- 4.2 Throughout the term of the Contract, the Customer represents and warrants that:
- (i) it is not entitled to resell or redistribute (whether for a fee or otherwise) the Service(s), or any portion thereof, or make any use of the Service(s) other than as foreseen in the Contract,
  - (ii) it has received all necessary approvals and/or licences in connection with the use of the Service(s) and that its use of the Service(s) will not infringe or violate any intellectual property rights of any third party,
  - (iii) that no signals transmitted pursuant to the Contract shall contain any material/content which, in any relevant jurisdiction, may violate any property or civil right, any right of privacy or any material/content which may constitute a defamation or an infringement of copyright or which may directly or indirectly interfere with the delivery of Service(s) to other Customers of the Eurovision Network.
  - (iv) it has or will have the full right to access the material/content transmitted by the means of the Service(s) and is entitled to receive the material/content distributed by Eurovision by the means of the Service(s) (and shall procure the same for any of its authorized end Customer) and that there is no outstanding agreement, judgment or any threatened or pending litigation or proceedings against it that would have a material adverse effect on the performance of its obligations under this Contract.
  - (v) it is compliant with any Trade Compliance Laws as per Section 9;
  - (vi) it is compliant with any anticorruption regulations and has set up the appropriate compliance programme.

**SECTION 5 - CUSTOMER'S RESPONSIBILITY AND LIABILITY**

- 5.1 Given the nature of the Service(s), the Customer is solely responsible and liable for the material/content of the signal transmitted by the means of the Service(s), for implementing authentication measures and maintaining the security (by implementing appropriate monitoring, defensive or protective tools or measures) of the Customer's account login information, passwords and any other information used to gain access to the Service(s), for backing up all Customer content and Customer data and for any encryption of the Customer content or Customer data on or in connection with the Service(s), for any damages, interferences and/or other malfunctions, howsoever caused to the Eurovision Network or any part thereof or to any third party's network.
- 5.2 Accordingly the Customer shall indemnify and hold Eurovision and third parties harmless against any and/or all claims, costs, damages, expenses (including attorney's fees) arising out of or relating to the Customer's use of any/all parts of Eurovision Network, and/or arising out of a breach by the Customer (and/or its end Customers) of any of its undertakings, representations, warranties, guarantees or obligations under the Contract, or when transmitting on the Eurovision Network.

**SECTION 6 - RESPONSIBILITY AND LIABILITY OF EUROVISION**

- 6.1 The Customer shall inform immediately in writing Eurovision about any failure in the Service(s) within seventy-two (72) hours maximum. In case of failure of notification, the Service(s) shall be deemed accepted, and the Customer shall not be entitled to make any claim, objection or raise any right to a Service Credit.
- 6.2 In the event the Customer is entitled to claim any credit as per a specific service level agreement agreed between the parties in the Contract (the "**Service Credit**"), such Service Credit shall be valid only if: (i) requested in writing within thirty (30) calendar days after the end of the month in which the failure occurred; (ii) the Customer be in good standing with no delinquent invoices or no default of any kind

under the Contract or any other contract with Eurovision; and (iii) the failure in the performance of the Services is not due to reasons attributable (whether directly or indirectly) to a Force Majeure. Each Service Credit will have a limited duration of one (1) year maximum and no reimbursement of any Fee shall be made but the Service Credit shall apply to the following payment of the Fee due by the Customer. The Service Credit shall be the sole and exclusive remedy for the failure of the performance of the Services described in the SLA and the Customer hereby expressly waives any right to any other credits or to claim any other remedy available as per the Contract or at law.

- 6.3 Except to the extent prohibited by applicable law, Eurovision's liability is limited to wilful misconduct and/or gross negligence. Eurovision is not liable in any circumstances for:
- (i) any consequential or any other indirect damages, such as but not limited to loss of income, loss of profit, loss of data, additional expenditure, additional personnel cost, savings not realized or third party claims (including but not limited to claims from subscribers, sponsors, end Customers and/or broadcasters for loss of broadcast exposure or for failure to deliver the content), and/or
  - (ii) any damages arising from acts and/or omissions of the Customer or of any third party; and/of
  - (iii) any failure due to a Force Majeure event as defined in Section 7; and/or
  - (iv) any failure to deliver the Services due to a breach of laws or under the Contract by the Customer;
- 6.4 Each provision of this Section limiting or excluding liability operates separately in itself and survives independently of the others.

**SECTION 7 - FORCE MAJEURE**

- 7.1 A "**Force Majeure**" event means any event which is beyond Eurovision's reasonable control, including but not limited to, Act of God, fire, flood, lightning, storm, earthquake or other climatic or meteorological catastrophes, equipment failure and/or malfunction, optic cable cut or maintenance, satellite failure, malfunction or maintenance, satellite pre-emption, double illumination, failure or delay of common carrier or impairment or lack of adequate transportation facilities, accident or repair to machinery, act or omission of its subcontractor, act of sabotage including but not limited to piracy or hacking, embargo, government requirement or action including the imposition of sanctions by any country against Switzerland or a country in which a party is registered or a country in which the Service(s) are deemed to be provided or delivered, war, civil or military authority, terrorism and industrial dispute, strike or labour disturbance, regulatory change or change in law, which prevents and/or affects the performance of the Contract and/or the delivery of the Service(s) or any event or circumstance which puts at risk or endangers the health, safety or security of the personnel of a party, which or the consequence of which, is beyond the reasonable control of Eurovision and/or any of its subcontractors; and could not have been prevented, avoided or remedied by Eurovision taking reasonable precautions ("**Force Majeure Event**").
- 7.2 If Eurovision cannot deliver the Service(s) or if the event (such as but not limited to a sport, news or entertainment event) is cancelled in part or in its entirety or is postponed or is staged at another venue due to Force Majeure and/or due to a decision of the event organizer or for whatever reason, Eurovision shall not be held liable for not delivering the Services and the Customer shall still pay the fee in full.

**SECTION 8 - CANCELLATION OF THE SERVICE(S)**

In the event of a cancellation of the Service(s) by the Customer, Eurovision may be entitled to a cancellation fee of up to one hundred percent (100%) of the Fee. Any cancellation of the Service(s) by the Customer shall be in writing.

**SECTION 9 - TRADE COMPLIANCE**

- 9.1 "**Trade Control Laws**" means any applicable trade or economic sanctions or embargoes, Prohibited Party Lists, controls on the imports, export, re-export, use, sale, transfer, trade, or otherwise disposal of goods, services or technology, anti-boycott legislation or similar laws or regulations, rules, restrictions, licenses, orders or requirements in force from time to time, including without limitation those of Switzerland, the European Union, the United States of America, and other government laws applicable to a party.
- 9.2 "**Prohibited Party Lists**" refers to any applicable list of prohibited, blocked, denied, restricted, embargoed, or sanctioned party, as may be in force and amended from time to time, including but not limited to the lists maintained by the Swiss Government (e.g. State Secretariat for Economic Affairs), the government of the United States of America (e.g., the Specially Designated Nationals and

Blocked Persons List maintained by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, the European Union (e.g., the Consolidated list of persons, groups and entities subject to EU financial sanctions).

- 9.3 The Customer shall be strictly compliant with Trade Control Laws and Eurovision shall be entitled to suspend and/or terminate the Contract with immediate effect in case the Services are subject to any restrictions by such Trade Control Laws. In case any export control certificate is needed for the delivery of the Services, the Customer undertakes at no cost to Eurovision to sign without delay any certificate and/or document, and/or to obtain all necessary authorization, certificate, and/or document required by such relevant authorities and Eurovision shall have no liability in case of delay to obtain or rejection, suspension, revocation, or non-renewal by any authority of said export licenses.
- 9.4 The Customer agrees that Eurovision shall be entitled to suspend and/or terminate the Contract, including a suspension and/or a termination of the supply of the Services with immediate effect upon written notice and without any liability to the Customer and/or any third party where the Customer's employees, officers, directors, representatives, agents, affiliates and/or the financial institution that may be used by the Customer to carry out payments under the Contract, is subject to any restriction by the Trade Control Laws or otherwise listed or included on a Prohibited Party List.
- 9.5 In addition, if the financial institutions of Eurovision refuse to receive the payment from the Customer or from its financial institutions due to a stricter application of the Trade Control Laws and/or their internal due diligence processes, Eurovision shall be entitled to suspend or terminate the Contract.
- 9.6 In case the Customer becomes aware of any change in its situation related to the Trade Control Laws, it is responsible to, and shall, notify Eurovision immediately.
- 9.7 The Customer shall indemnify, defend and hold Eurovision (and its parent company and/or affiliated companies) and third parties harmless from any liability arising from the Customer's breach of this Section.

## SECTION 10 - DATA PRIVACY

- 10.1 For the purpose of this Section, the definitions used shall have the meaning defined in the the EU Directive 95/46 on the protection of individuals with regard to the processing of Personal data and on the free movement of such data (EU Data Protection Directive); (ii) any laws implementing the EU Data Protection Directive; (iii) European Regulation 2016/679 relating to the processing of Personal data as of its date of application; and (iv) any regulation law or enactment relating to the processing of Personal data applicable during the term of the Contract (the "Applicable Data Protection Legislation").
- 10.2 Except otherwise defined in the Contract, each Party is responsible as an independent Data Controller for the Personal Data contained in the information it sends to the other Party.
- 10.3 In order for Eurovision to operate the Eurovision Network and to perform its obligations under the Contract, it may be necessary for Eurovision:
- (i) to process, including but not limited to collect, use, revise, store and billing, utilization, traffic and other data, and to have access to and otherwise Process Personal Data which Eurovision (or its subcontractors) may use along with other Customer data, in accordance with applicable law and regulation to provide the Service, and
  - (ii) to transfer, process and store data outside Switzerland including the European Economic Area ("EEA") and the United States, in accordance with applicable law and regulation, and Customer hereby agrees to such process and transfer.
- 10.4 The Personal Data that Eurovision receives from the Customer in connection with the Services shall be process as mentioned in ES's privacy notice available at <https://www.eurovision.net/about/privacy>.
- 10.5 Furthermore, Eurovision may deliver the Service(s), or a portion of the Service(s) through a subcontractor or through an affiliate and the Customer acknowledges and agrees that Eurovision will only do so for the purposes of fulfilling its obligations under the Contract.

## SECTION 11 - CONFIDENTIALITY

The Customer accepts that all information received from Eurovision, whether of a technical nature (including but not limited to the synopsis) or otherwise, is confidential information and undertakes to keep such information secure and protected against theft, damage, loss or unauthorized access, and not to use such information for any purpose except as contemplated by the Contract. The Customer shall ensure that this obligation is observed by its

employees, officers, agents and third party contractors.

## SECTION 12 - ANTICORRUPTION AND CORPORATE SOCIAL RESPONSIBILITY (CSR)

### 12.1 Commitment to ethical practices

- The parties pledge to uphold the highest standards of ethical conduct in all its business dealings and act in compliance with national and international laws, regulations, and best practices. Eurovision expects the Customer to: (i) adhere to all relevant legal and regulatory requirements; and (ii) engage in fair trade practices and avoidance of any form of corruption, bribery, or unethical conduct; and (iii) ensure transparency and accountability in all operations.
- Prior to the entry into force and during the execution of the Contract, Eurovision will perform due diligence checks in accordance with its internal policies and may require the Customer to provide addition information in order to verify the compliance of the Customer with the laws and regulations, in particular the ones related to anticorruption and fight against bribery and money laundering.
- Whether directly or through third parties, the parties shall not solicit and accept, nor offer or promise any gift or advantage to a person, directly or indirectly, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favorable decision.

### 12.2 Environmental responsibility

The Customer shall commit to minimizing its environmental footprint and promoting sustainable practices by: (i) implementing strategies to reduce waste, energy consumption, and greenhouse gas emissions; (ii) encouraging the use of renewable resources and environmentally friendly technologies; (iii) ensuring the responsible management and disposal of waste materials; (iv) collaborating with environmentally conscious partners and suppliers.

### 12.3 Social contribution

The Customer recognizes the importance of contributing positively to society by (i) supporting community development projects and initiatives; and (ii) engaging in philanthropic activities and charitable donations; and (iii) promoting education, health, and well-being within the communities we operate.

### 12.4 Labor and human rights

The Customer shall respect and uphold labor rights and human right by (i) ensuring fair wages, safe working conditions, and non-discriminatory employment practices; and (ii) prohibiting child labor, forced labor, and any form of exploitation and (iii) promoting diversity, inclusion, and equal opportunity in the workplace.

### 12.5 Non-Compliance and Remediation

The Customer shall regularly review and update its Anticorruption and CSR policies and practices. Non-compliance with this Section 12 may result in corrective actions, including but not limited to request by Eurovision of remediation actions or termination of the Contract. Any violation by the parties of any provision of this Section shall be deemed a material breach of its contractual obligations.

## SECTION 13 - INTELLECTUAL PROPERTY RIGHTS

- 13.1 "IPR" means any and all tangible and intangible: (i) copyrights and other rights of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and all derivative thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 13.2 The Customer undertakes not to use a third party's IPR without said third party's prior written permission and warrants that it possesses or holds licenses to all IPR necessary for the use of the Services and/or to allow a third party to use the Services if authorized to do so by Eurovision.
- 13.3 If any claim for actual or alleged infringement of a third party's IPR is made, the Customer shall hold harmless and indemnify ES from and against any claim brought in any place whatsoever by a third party.
- 13.4 At Customer's expense (including but not limited to costs, fees, damages, attorney's fees), ES, at its sole discretion, will either cooperate with or actively assist the Customer during proceedings or intervene voluntarily and promptly in proceedings and manage the



legal action in case.

- 13.5 Without prejudice to ES's right of termination as per Section 14, in case ES is condemned for IPR infringement, the Customer shall still pay all the remaining Fees without prejudice to any other rights, indemnification or remedies available to ES.
- 13.6 Nothing in the Contract can be construed as a license or any other grant of rights in respect of the trademarks and/or logos of Eurovision. The Customer will not undermine Eurovision's rights in these trademarks. No public statement, disclosure or publicity or association of any kind with the aforementioned trademarks, with the Contract and/or with the event around or during which the Service(s) is being delivered (unless the Customer has been granted the right to associate itself with the event around or during which the Service(s) is being delivered directly by the right owner or event organizer) may be released or published by the Customer, whether directly or indirectly, without the prior written approval of Eurovision.
- 13.7 The Customer hereby acknowledges and agrees to grant Eurovision the right to use its name and logo for marketing and promotional purposes. This includes, but is not limited to, usage on the company's website, social media platforms, and marketing materials. The Customer's name and logo will be used in a manner that will not misrepresent or alter their original form. This acceptance is granted on the understanding that Eurovision will use the Customer's name and logo solely to indicate the Customer's relationship with the company and will not imply any endorsement or partnership beyond the scope of the agreed services. The Customer reserves the right to revoke this permission in writing at any time.

#### **SECTION 14 - TERM, SUSPENSION AND TERMINATION**

- 14.1 Unless otherwise provided in the Contract, the Contract shall be valid and binding, as from the date of signature of the Contract by both parties or from the date of first delivery of the Service(s) by Eurovision, whichever occurs first, until the expiry of the term as provided for in the Contract.
- 14.2 Unless otherwise specified in the body of the offer, the offer shall expire ninety (90) calendar days after its issuance date.
- 14.3 Eurovision may suspend the delivery of the Service(s) or terminate at any time the Contract in whole or in part without any liability to the Customer or to any third party at any time with immediate effect in the event that:
- (i) the Customer causes, or there is a risk that the Customer may cause any disturbance to or disruption of the Eurovision Network, or the Customer uses, or there is a risk that the Customer may use, the Service(s) in a way not permitted by the Contract or to commit illegal acts;
  - (ii) the Customer is in breach of any representations and warranties or of any of its obligations of confidentiality under the Contract;
  - (iii) the Customer is in breach of any of its other obligations under the Contract and fails to remedy such breach (if capable of remedy) within the time stipulated by Eurovision following receipt of written notice from Eurovision informing the Customer of such breach;
  - (iv) the Customer becomes, or may risk becoming, the subject of any voluntary or involuntary bankruptcy, receivership, or other insolvency proceedings or makes an assignment or other arrangement for the benefit of its creditors and/or the Customer ceases, or may risk to cease, trading;
  - (v) there is a Force Majeure event preventing the fulfilment of the Contract, or the Service(s) shall be delivered around and/or during an event (such as but not limited to a sport, news or entertainment event) and such event is cancelled in part or in its entirety or is staged at another venue regardless the cause;
  - (vi) there are changes (including but not limited to regulatory or technical changes) whether or not made by the content owner and/or event rights owner, organizer and/or Eurovision's subcontractors, which affect the delivery of the Service(s); or
  - (vii) where foreseen otherwise in the Contract.
- 14.4 If Eurovision suspends or terminates the Contract according to the provisions of clause 14.3 or if the Customer terminates the Contract without cause prior to expiry of the term of the Contract, the Customer shall pay the Fee in full, i.e. the total remaining Fee as if the Contract had not been suspended or terminated (or if not expressly foreseen in the Contract, then as per the planned Service(s) according to the relevant rate card), as well as any costs or expenses incurred by Eurovision in connection with the early termination of the Contract. Any suspension or termination in accordance with the provisions of clause 14.3 shall be in addition to any other rights and remedies

which Eurovision may have under the Contract or at law.

- 14.5 Unless expressly provided otherwise in the Contract, Eurovision is entitled to terminate the Contract at any time during its term without any liability to the Customer and any third party, subject to a three (3) months prior written notice to the Customer.
- After termination or expiry of the Contract, upon request of Eurovision, the Customer shall, with due care, disconnect, dismantle and package the equipment and shall return it to Eurovision (or its designee) at its own costs, or if prior agreed in writing, ensure that Eurovision is able to collect or remove its equipment without delay. Eurovision shall not bear the costs related to the re-establishment of the initial condition of any premises into which the equipment may have been installed and subsequently dismantled. The Customer shall be responsible and liable for such costs.

#### **SECTION 15 - ASSIGNMENT OR TRANSFER**

- 15.1 The Customer shall not assign or in any other way transfer its rights or obligations under the Contract to any third party without the prior written consent of Eurovision.
- 15.2 The Customer acknowledges and agrees that the Service(s) is provided for the Customer's use only.
- 15.3 Eurovision may transfer or assign the Contract, including any payment obligations requiring the Customer to pay directly a third party under a factoring agreement, without further consent or notice from the Customer.

#### **SECTION 16 - APPLICABLE LAW AND JURISDICTION**

- 16.1 This Contract shall be governed by and construed in accordance with the laws of Switzerland without regard to the conflict of law rules.
- 16.2 Any dispute or claim that may arise out of or in connection with the Contract shall be first referred to proceedings under the ICC mediation rules arbitration. If the dispute has not been settled pursuant to the said rules within sixty (60) calendar days following the filing of a request for mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the rules of arbitration of the ICC by one or several arbitrator(s) appointed in accordance with the said Rules of Arbitration. The place of Arbitration shall Geneva, Switzerland.
- 16.3 In addition to the authority conferred upon the arbitral tribunal by the ICC's Rules of Arbitration, the arbitral tribunal shall have the authority to order production of documents in accordance with the International Bar Association (IBA) rules on the Taking of Evidence in International Arbitration.
- 16.4 The arbitral proceedings shall be conducted in the English language, its conclusions shall be final and binding. The arbitration award will be in writing and will specify the factual and legal basis for the award.
- 16.5 Either party may seek interim or provisional relief in any court of competent jurisdiction if necessary to protect the rights or property of that party pending the appointment of the arbitrator(s).

#### **SECTION 17 - RELATIONSHIP BETWEEN THE PARTIES**

The relationship between the parties created under the Contract is that of independent contractors. In respect thereof, the parties are not joint venturers, partners, principal and agent, master and servant, employer or employee, and have no relationship other than as independent contracting parties, and neither party shall have the power to bind or obligate the other party in any manner.

#### **SECTION 18 - SEVERABILITY**

If any of the terms and conditions of these T&Cs are at any time held to be invalid or unenforceable, such term or condition shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of the T&Cs which shall remain in full force and effect.

#### **SECTION 19 - SURVIVAL**

It is expressly understood and agreed by the parties that all provisions in these T&Cs that by nature shall survive the expiration or termination of the Contract shall indeed survive such expiration or termination for any reason (such as this Section "Survival" and the Sections "Fees", "Liability", "Trade Compliance", "Confidential Information", "Data Privacy", "Intellectual Property Rights", "Applicable law and Jurisdiction", "Anticorruption and CSR"; "No Waiver").

#### **SECTION 20 - NO WAIVER**

The failure of either party to insist upon the performance by the other party of any of the terms or to exercise any right under the Contract, shall not be construed to be a waiver of the future performance of any such term.

**Section 21 - NOTICE:** Notices and communications shall be deemed received if addressed in writing by e-mail, or by registered mail to the recipient party to the attention and at the address stated in the Contract or to such other substitute further communicated by the party. ♦