

## GENERAL TERMS AND CONDITIONS FOR MANDATE

### 1. Scope

1.1 The following general terms and conditions for mandate ("GTC for mandate") govern the contractual relationship between Schweizerische Radio- und Fernsehgesellschaft and all its branch offices and subsidiaries ("the principal") and the contractor (the "agent") (mandate according to Art. 394 et seq. Swiss Code of Obligations (CO)):

➤ **Head office:** Schweizerische Radio- und Fernsehgesellschaft (SRG) (CHE-102.978.667)

➤ **Branch offices:**

- RTS Radio Télévision Suisse, succursale de la Société suisse de radiodiffusion et télévision (CHE-396.664.102)
- SRF Schweizer Radio und Fernsehen, Zweigniederlassung der Schweizerischen Radio- und Fernsehgesellschaft (CHE-130.326.458)
- RSI Radiotelevisione svizzera di lingua italiana, succursale della Società svizzera di radiotelevisione (CHE-460.782.578)
- RTR Radiotelevisione svizra Rumantscha, succursale da la Societad svizra da radio e televisiun (CHE-490.337.869)
- SWI swissinfo.ch, Zweigniederlassung der Schweizerischen Radio- und Fernsehgesellschaft (CHE-348.079.846)

➤ **Subsidiaries:**

- technology and production center switzerland ag (CHE-106.621.810)
- SWISS TXT AG (CHE-108.141.194)
- TELVETIA S.A. (CHE-100.033.678)
- MCDT AG (CHE-357.351.852)
- mxlab ag (CHE-114.748.944)

1.2 The application of the agent's general or contractual terms and conditions is hereby expressly excluded.

1.3 The mutual obligations between the parties are agreed in accordance with section 2.1 and these GTC for mandate constitute an integral component of this contractual relationship (the "contract").

1.4 In the event of contradictions between these GTC for mandate and a contract, the provisions of the contract take precedence.

### 2. Conclusion of a contract

- 2.1 A contract may be concluded in the following form:
- in writing and signed with legal validity (a qualified electronic signature is equivalent to a hand-written signature) in the original or by fax or
  - in electronic form (by e-mail or via the principal's ordering platform).

### 3. Remuneration

3.1 The principal shall owe the agent no remuneration or other compensation for the preparation, submission or amendment of tenders or for visits, demonstrations or other preliminary work carried out by the agent.

3.2 The remuneration payable by the principal for the agent's services shall be shown in the agent's tender or in the contract in accordance with the principal's instructions as a fixed price, a price cap or at cost. In the absence of any instructions from the principal, a price cap shall apply.

3.3 If daily rather than hourly rates are quoted, one person-day shall be deemed to last 8 (eight) hours. Parts of days shall be invoiced pro rata. No surcharges shall be paid.

3.4 Expenses such as travel, subsistence and accommodation costs incurred in connection with the delivery of services are included in the contract prices.

3.5 Working hours figuring in the contract consist only of actual deployment time not including journey time.

3.6 Value-added tax shall be shown separately in the tender and the contract.

### 4. Invoices and payment terms

4.1 Monthly invoices shall be submitted based on work reports initialled weekly by the principal.

4.2 Invoices shall be paid by the principal within 30 (thirty) calendar days of receipt. Incomplete and/or deficient services entitle the principal to withhold payment until the contractual fulfilment of the services.

4.3 The settlement of an invoice does not constitute a waiver of the right of notice of defects regarding invoiced or not invoiced services.

### 5. Place of fulfilment and duties of cooperation

5.1 The place of fulfilment for the services is the location specified by the principal. If the principal has specified no place of fulfilment, it shall be deemed to be the principal's registered office.

5.2 Any duties of cooperation on the part of the principal must be agreed in the contract.

### 6. Involvement of third parties

6.1 The agent must obtain the principal's prior written approval of any third parties whom it proposes to deploy. Such approval shall not be refused without good cause. The agent shall impose its own contractual obligations on third parties.

### 7. Security provisions

7.1 If the agent delivers its services on the principal's premises, it shall comply with the principal's instructions, security provisions and house rules.

## **8. Performance**

- 8.1 The agent undertakes to deliver its services competently and with a faithful and diligent performance, utilizing the latest knowledge and technology and both pre-existing and newly-acquired expertise.
- 8.2 The agent shall regularly inform the principal of the progress of work and shall immediately notify it in writing (or by e-mail) of all circumstances that might endanger the fulfilment of the contract. The principal is entitled to scrutinize and obtain information regarding all aspects of the order at any time.
- 8.3 The agent shall deploy only carefully selected and well-trained employees, paying special attention to the principal's interests in continuity.

## **9. Rights of third parties and indemnity**

- 9.1 The agent indemnifies the principal in respect of any impending or legally valid liability for breaches of the rights (including ownership and intellectual property rights) of third parties or other third-party claims (including claims under product liability).

## **10. Property rights**

- 10.1 The information, documents, materials and equipment made available by the principal for the purpose of the fulfilment of a contract remain in its ownership, may be used only for the fulfilment of the contract, and must be returned to the principal by the agent on request without delay and in perfect condition at any time. On the termination of the contract, the agent shall return them to the principal without being called upon to do so.
- 10.2 All rights (including rights of ownership and/or commercial protective rights) to any results created by the agent in the course of the delivery of the services (including but not limited to inventions, designs, know-how, programmes, documentation, reports, plans, drawings or calculations) shall be deemed to have been transferred exclusively and in full to the principal. Compensation to the agent over and above the total contractual remuneration for the transfer of such rights to the principal is excluded.

## **11. Confidentiality**

- 11.1 The parties undertake to maintain confidentiality with regard to all secrets of the other party, especially operating and business secrets, that are entrusted to them within the framework of a contract or of which they otherwise become aware and neither to make use of them nor pass them to third parties. The parties shall furthermore ensure that this confidentiality obligation is not breached by their partners, managers or other employees and auxiliaries. These undertakings remain in force for a period of 3 (three) years even after the termination of a contract.

## **12. Insurance and hiring of services**

- 12.1 The agent delivers its services either as a legal entity or as a self-employed individual, and is not an employee of the principal. It confirms its sole responsibility for the insurance cover required by statute (especially accident/invalidity/health insurance, old age and survivors' insurance, disability insurance, liability insurance etc. or analogous insurance cover in the state

where it is registered) and that it has paid the requisite premiums and any other amounts due in full. Were the relevant social insurance agency to call on the principal for additional payments, the principal is authorized to call on the agent to pay half the social insurance contributions.

- 12.2 The agent declares that it is complying with the Bundesgesetz über die Arbeitsvermittlung und den Personalverleih (Arbeitsvermittlungsgesetz, AVG) and equivalent cantonal legislation whenever it applies. Should it breach such statutory regulations it shall be liable to pay the principal compensation for damages (including any fine).

## **13. Protective provisions and code of conduct**

- 13.1 The agent guarantees in particular to uphold the dignity and privacy rights of its employees, and shall ensure that legally correct and fair working conditions prevail and that regulations relating to working hours and days off are complied with at all times. The agent shall ensure a safe working environment in accordance with international treaties, laws and norms (e.g. association norms) on health and safety in the workplace.
- 13.2 The agent undertakes in particular to comply strictly with all relevant international treaties, laws and norms (e.g. association norms) against exploitation and discrimination. It shall not tolerate any form of forced or child labour, illicit employment or tax-avoidance practices within its own organisation or on the part of its contractual partners, direct or indirect suppliers, producers or service providers.
- 13.3 The agent condemns in particular all forms of corruption, bribery and money laundering and undertakes not to tolerate such practices within its own organisation or on the part of its contractual partners, direct or indirect suppliers, producers or service providers.
- 13.4 The agent undertakes in particular to comply with statutory data protection regulations and any data protection provisions of the principal.

## **14. Entry into force and termination of contracts**

- 14.1 A contract enters into effect upon its conclusion.
- 14.2 The contract terminates on its fulfilment or expiry or on legal grounds specific to the contract, whereupon the following provision applies:
- Each party is entitled to waive any service agreed under a contract or to withdraw from a contract by giving the other 14 (fourteen) calendar days' notice in writing. In the event of a waiver or withdrawal by the principal, the agent is entitled only to reasonable compensation for expenses.
- 14.3 A contract can be terminated without notice, subject to any claim for damages, if:
- 14.3.1 one of the parties breaches one or more of its obligations under these GTC for mandate or a contract and fails to rectify the breach within 30 (thirty) calendar days of being called upon in writing to do so or
- 14.3.2 insolvency proceedings are initiated with regard to the relevant party or it is granted a moratorium or it enters into an out-of-court composition agreement with its creditors.

## 15. **Final provisions**

- 15.1 Correspondence, invoices etc. from the agent must cite the order number specified by the principal in the contract or the order.
- 15.2 The use of business relations with the principal or its business names and distinguishing marks for promotional purposes by the agent requires the principal's prior written consent.
- 15.3 The agent is not entitled to assign its rights and obligations under a contract to a third party without the principal's prior written consent.
- 15.4 The agent is not entitled to offset its receivables.
- 15.5 These GTC for mandate and all contracts are subject to Swiss law.
- 15.6 The sole venue for disputes in connection with these GTC for mandate and/or the contracts is determined as follows:
- **Head office:** Schweizerische Radio- und Fernsehgesellschaft, in **Bern**
  - **Branch offices:**
    - RTS Radio Télévision Suisse, succursale de la Société suisse de radiodiffusion et télévision, in **Lausanne**
    - SRF Schweizer Radio und Fernsehen, Zweigniederlassung der Schweizerischen Radio- und Fernsehgesellschaft, in **Zurich**
    - RSI Radiotelevisione svizzera di lingua italiana, succursale della Società svizzera di radiotelevisione, in **Lugano**
    - RTR Radiotelevision Svizra Rumantscha, succursala da la Societad svizra da radio e television, in **Chur**
    - SWI swissinfo.ch, Zweigniederlassung der Schweizerischen Radio- und Fernsehgesellschaft, in **Bern**
  - **Subsidiaries:**
    - technology and production center switzerland ag, in **Zurich**
    - SWISS TXT AG, in **Biel/Bienne**
    - TELVETIA S.A., in **Bern**
    - MCDT AG, in **Zurich**
    - mxlab ag, in **Bern**

\* \* \* \* \*