

## GENERAL TERMS AND CONDITIONS OF SALE MEDIAHUIS

These terms and conditions consist of four parts:

I General

II Additional provisions in respect of Advertisements in printed Media

III Additional provisions in respect of Advertisements in digital Media

IV Additional provisions in respect of Branded Content

### 1 GENERAL

#### Article 1. Definitions

In these conditions, the following terms shall have the following meanings:

**Advertiser:** the natural or legal person who purchases Advertising Space from Mediahuis, either directly or through the mediation of or proxy to a third party (such as a Media Agency).

**Advertisement:** any (commercial or promotional) expression on behalf of (a product or service of) the Advertiser.

**Advertising Contract:** a contract between the Client and Mediahuis in which the Client undertakes to purchase the agreed minimum volume of Advertising Space as from the agreed date and for the agreed duration by placing one or more Advertising Orders.

**Advertisement Material:** the material required for the creation and publication of the Advertisement.

**Advertising Order:** an order to place (an) Advertisement(s), whether or not falling within an Advertising Contract.

**Advertising Space:** the agreed-upon space, expressed in units customary for the Medium concerned, that is available for Client's Advertisements under the Agreement.

**Advertorial:** an Advertisement similar in form and content to an editorial, but originating from or sponsored by an Advertiser.

**Consumer:** the Client who is a natural person and not acting in the exercise of a professional or business.

**Branded Content:** an Advertisement produced by Mediahuis on behalf of Advertiser.

**Branded Content Contract:** a contract between the Client and Mediahuis for the production of Branded Content.

**Cookie:** any cookie, pixel or other similar technology that collects information via an electronic communications network, stores information or accesses information present in the peripherals of a user of the Medium.

**Influencer:** a third person, such as a blogger or vlogger, whom Mediahuis deploys to publish an Advertorial on the Influencers' platform.

**Media Agency:** the natural or legal person who professionally or commercially enters into an Agreement with Mediahuis for Advertisers, either in the name of the Advertiser or in its own name. An advertising agency may also be a Media Office within the meaning of these Terms.

**Mediahuis:** the Dutch group companies of Mediahuis NV, including Mediahuis Nederland B.V., Mediahuis Noord B.V. and Mediahuis Limburg B.V., insofar as they sell Advertising Space under the applicability of these Terms

**Medium:** the communication medium used by Mediahuis to convey the Advertisement to the public.

**Client:** the person with whom Mediahuis enters into an Agreement.

**Agreement:** an agreement to supply one or more Performances, which expressly includes an Advertising Order, Advertising Contract or Branded Content Contract.

**Plus Proposition:** an appendix to an Advertisement or to a Medium, such as an insert.

**Performance:** any obligation to be performed by Mediahuis under the Agreement, including the supply of Advertising Space, the performance of services, the delivery of goods and the making of payments.

**Closing Time:** the time and date as determined by Mediahuis by which the Advertising Material must be delivered to Mediahuis at the latest.

**Conditions:** the present general terms and sales agreement.

#### Article 2. Applicability

1. Part I of these Terms shall apply to, and form an integral part of, all Agreements entered into by or on behalf of Mediahuis, unless these Terms are expressly declared inapplicable or other terms are declared applicable. These Terms expressly do not apply to sales through Mediahuis' webshops and to the sale of subscriptions to Media.
2. With regard to the supply of Advertising Space, depending on the nature of the Medium, in addition to part I also part II and/or III of these Terms and Conditions apply to the Agreement. In case of contradictions between one or more of the applicable parts, the part with the highest number shall prevail.
3. Any (general) terms and conditions of the Client are expressly rejected and do not apply.
4. In case of conflict between these Conditions and the Agreement, the provisions of the Agreement shall prevail.
5. In case of contradiction, inconsistency or deviation between the Dutch and English texts of the Conditions, the Dutch text shall prevail.

#### Article 3. Agreements general

1. Every offer of Mediahuis is without obligation. Mediahuis reserves the right to revoke the offer immediately after acceptance.
2. The Agreement only comes into effect after written confirmation by Mediahuis to the Client, or - in case of an Advertising Order - by placement of the Client's Advertisement.
3. The Client is liable for the fulfilment of all obligations resulting from the Agreement. If there is more than one Client to the Agreement, they shall all be jointly and severally liable to Mediahuis for compliance with the obligations under the Agreement.
4. A Client who enters into an Agreement in his own name but on behalf of an Advertiser shall guarantee performance of the Agreement by the Advertiser.
5. If a Media Office enters into an Agreement in the name and for the account of an Advertiser, the Media Office shall, upon request by Mediahuis, demonstrate that it is authorised to act in the name and for the account of such Advertiser. If this cannot be shown to Mediahuis' satisfaction, the Media Office shall be deemed to have acted in its own name and for its own account as a Client.
6. Agreements that are settled on the basis of the cost per thousand impressions ("CPM") and where the agreed number of impressions is not achieved within the agreed period, will - only if and insofar as the failure to achieve the agreed number of impressions is due to a reduction in reach of the Medium concerned - in consultation with the Client:
  - a) be discontinued, in which case only the number of impressions achieved will be paid for and the Advertisement in question will be removed;

- b) be extended until the number of impressions agreed upon is achieved, in which case it may be decided to place the Advertisement on one or more other Media.
7. Advertising Space can only be used (also) on behalf of business units of an Advertiser of which this Advertiser directly or indirectly holds at least 50% of the shares and/or exercises at least half of the control at the time of the conclusion of the Agreement.
8. All obligations of Mediahuis under the Agreement shall be obligations of effort, and all deadlines given by Mediahuis for the execution of a Performance are indicative, unless otherwise agreed in writing. The expiry of a term by which Mediahuis was to perform a Performance without the Performance having been executed shall not constitute default on the part of Mediahuis.

#### **Article 4. Duration and Termination**

1. The Agreement is entered into for an indefinite period, unless otherwise agreed in writing or otherwise apparent from the Agreement or these Conditions.
2. The Agreement entered into for a definite period shall end by operation of law, unless otherwise agreed in writing. The Agreement entered into for an indefinite period of time may be terminated with due observance of one month's notice, unless otherwise agreed in writing. Termination may be effected in the same manner as the manner in which the Agreement was entered into.
3. Mediahuis is entitled to terminate the Agreement with immediate effect by registered letter, without prejudice to the Client's obligation to pay the entire fee involved in the Agreement, if the Client is granted (provisional) suspension of payments, the Client's bankruptcy is applied for or the Client is declared bankrupt, the Client's company is liquidated, the Client discontinues its company, a considerable part of the Client's capital is seized, or if the Client can no longer be considered capable of fulfilling the obligations arising from the Agreement in any other way. In the case of an Agreement entered into by the Client for the benefit of a third party and the third party is declared bankrupt during the term of the Agreement, the Client has the right, instead of payment of the amount still due, to suffice with payment of the difference between the discount received and the discount that would apply on the basis of the amount already spent according to the applicable rate card.

#### **Article 5. Advertising contracts**

1. Without prejudice to the provisions of Article 3 paragraph 7, an Advertising Contract applies only to Advertising Orders on behalf of the Advertiser itself or, if the Client is a Media Office, on behalf of the Advertiser for which the Advertising Contract was entered into.
2. An Advertising Contract is entered into for the term of one year and takes effect on the date as stated in the Advertising Contract, unless otherwise agreed in writing between Mediahuis and the Client.
3. Except for the cases mentioned in Article 3 paragraph 6, if the Client has not used all the Advertising Space at the end of the term, the remaining Advertising Space shall expire and the Client cannot claim a refund in money, in Advertising Space or in any other way. Unless otherwise agreed upon, the Client shall in that case be obliged to pay for the Advertising Space not used, or to pay the rate (including the corresponding

discount percentage) that applies to the Advertising Space used, at Mediahuis' discretion.

4. At the Client's request, the Advertising Space may be expanded during the term of the Advertising Contract. In such case, Mediahuis and the Client shall agree on the rate applicable to such extension. This rate has no retroactive effect with respect to Advertising Orders that have already been placed but only applies to Advertising Orders / Advertisements to be placed thereafter.
5. An Advertising Contract ends automatically after all Advertising Space has been used or the agreed-upon term has expired. Premature termination is not possible.
6. An Advertising Contract must be entered into prior to the first placement or Advertising Order. Unless authorised by Mediahuis, it is not possible to convert loose Advertisement Orders into an Advertisement Contract afterwards.
7. If the basis for calculating an Advertising Contract changes (e.g. minimum number of millimetres to be purchased becomes minimum amount to be spent or vice versa), Mediahuis is entitled to terminate the Advertising Contract prematurely or to convert it to the new basis for calculation.

#### **Article 6. Advertisements**

1. The Client is responsible and liable for the content of the Advertisements offered.
2. Advertisements may not contain statements that are contrary to the law, other regulations (including the Dutch Advertising Code), public order or decency, nor may their content infringe the (intellectual property) rights of third parties. The Client shall indemnify Mediahuis both in and out of court against claims of third parties in this respect and all damage suffered or to be suffered by Mediahuis as a result thereof or in connection therewith.
3. Eligible advertisements must bear a valid KOAG/KAG stamp.
4. Mediahuis reserves the right to change the content, form and format of Advertisements at its own discretion and in all reasonableness without the Client being entitled to compensation or restitution of (part of) the price involved in such Advertisement.
5. Mediahuis has the right to refuse an Advertisement (order) without stating reasons, without being liable to the Client in any way in this respect.
6. Mediahuis does not grant exclusivity to the Client, such as with respect to the products or services offered in the Advertisement, unless expressly agreed otherwise in writing. Mediahuis is free at its own discretion to accept Advertisements from third parties and to place them in any place in the same Medium, unless expressly agreed otherwise in writing.
7. Preferences indicated by the Client for a specific place within the Medium can only be honoured on the basis of availability and under the condition that the Client pays the surcharge charged for the place in question.
8. The Client is responsible for the payment of any licence fees to rights holders or their representatives, such as BUMA/STEMRA.

#### **Article 7. Advertising Material**

1. The Advertising Material must be delivered to Mediahuis before the Closing Time and in accordance with the (most recent) specifications announced by Mediahuis. The Client bears the risk of correct and timely delivery of the

- Advertisement Material, regardless of the manner of dispatch.
- Mediahuis shall be entitled not to publish Advertising Material that is delivered after the Closing Time or not in accordance with the requirements referred to in this article, or to charge the Client for the extra costs involved in its publication, without prejudice to the Client's obligation to pay an amount that is reasonable in Mediahuis' opinion, up to a maximum of the full amount involved in the Advertising (order) in question.
  - Mediahuis shall treat the received Advertisement Material with care, but shall not be liable for any damage, loss or otherwise rendering the Advertisement Material unusable.
  - The Client guarantees that digitally delivered Advertisement Material is safe and contains no viruses, Trojans, worms or other programmes that could in any way damage Mediahuis' computer systems, computer programmes or Media. The Client also guarantees that, when delivering online, it will not use equipment and/or software that could disrupt the normal operation of Mediahuis' Media, nor will it send data that, due to their size and/or properties, place a disproportionate burden on Mediahuis' infrastructure.
  - Mediahuis shall endeavour to reproduce the delivered Advertising Material as accurately as possible in the Medium. However, Mediahuis cannot guarantee exact reproduction and the Client should take account of printing and colour deviations.
  - Mediahuis does not guarantee the quality of the reproduction of an Advertisement in the Medium. The Client accepts that as a result of various causes the display, reproduction or scale of the Advertisement in the Medium may deviate from the delivered Advertising Material and/or any proofs.
  - Mediahuis entitled to destroy or (if it concerns digital material) delete the Advertisement Material after completion of the Agreement.
  - All (intellectual) property rights to the Advertisement Material produced by or on behalf of Mediahuis are vested exclusively in Mediahuis.
  - Corrections will be accepted and implemented by Mediahuis if and to the extent that, in Mediahuis' opinion, this is reasonably possible.

#### **Article 8. Special provisions regarding Advertorials**

- An Advertorial shall at all times include the words "Advertisement", "Advertorial", "#spon", "#ad" or words of similar meaning.
- Advertorials will be placed only if Mediahuis agrees with their content. The placement of Advertorials may be refused by Mediahuis at any time and without stating reasons, without Mediahuis being held liable by the Client in this respect.
- The layout and typography of the Advertorial must deviate sufficiently from the (magazine) pattern and headline and/or letter of the Medium, all at Mediahuis' discretion.
- The sender or sponsor of the Advertorial must be clearly stated.
- The logo and the relevant product of the Advertiser in a packshot must be clearly visible.
- Advertorials (co-)produced by Mediahuis or an Influencer remain the property of Mediahuis or the Influencer concerned. The Client and Advertiser are not permitted to reuse the used Advertorials for other media (including their own media) and/or other activities without prior permission from Mediahuis.

#### **Article 9. Rates and payment**

- The amount due in connection with an Agreement shall be determined on the basis of the applicable rate card and any discounts.
- Mediahuis has the right to change the rates during the term of an Agreement. Such change will be passed on to the Client in respect of Deliverables yet to be delivered. Mediahuis shall notify the Client of such rate changes in writing. If a rate change occurs within three (3) months after the conclusion of the Agreement, the Client who is a Consumer shall be entitled to dissolve the Agreement.
- All rates are exclusive of VAT, unless stated otherwise.
- Payment of the amount due in connection with an Agreement must be made within 14 calendar days of the invoice date, unless a different payment term is stated on the invoice. The Client shall not be entitled to suspend its payment obligation or to set it off against any claim that the Client may have against Mediahuis, unless the Client is a Consumer.
- Mediahuis does not guarantee the quality of the reproduction of an Advertisement in the Medium. The Client accepts that due to various causes the display, reproduction or scale of the Advertisement in the Medium may deviate from the delivered Advertisement Material and/or any proofs.
- In case of electronic payment, payment takes place in a secure banking environment of a third party. Mediahuis has no influence on this and is therefore not responsible or liable for the use of or inability to use this banking environment.
- Generally, an Agreement is invoiced after delivery of the Performance. If delivery takes place over a longer period, Mediahuis shall be entitled to invoice at least once a month. Mediahuis is entitled to demand advance payment and/or to invoice in parts. All related costs shall be borne by the Client.
- The periods referred to in this Article are strict deadlines. If the full amount due is not paid within the relevant period, the Client shall be in default by operation of law and shall owe interest of 1% per month on the outstanding amount from the due date, whereby part of a month shall be counted as a whole month. In case of late payment, Mediahuis shall also be entitled to charge the Client administration costs.
- If the Client is in default with respect to one or more instalments, Mediahuis shall be entitled to claim and collect all that is due under the Agreement, consequently also all future instalments, at once and in full.
- All (extra)judicial costs involved in the collection of the amount due shall be borne by the Client, the extrajudicial costs being set at a minimum of 15% of the principal sum due, plus interest, with a minimum of € 40 for classified ads and € 150 for other ads and Performances. Insofar as the Client is a Consumer, the extrajudicial costs shall be set at an amount equal to the statutory maximum compensation in respect of extrajudicial collection costs, as stipulated in and calculated in accordance with the Compensation for Extrajudicial Collection Costs Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*).
- Complaints about an invoice must be submitted to Mediahuis in writing no later than 3 weeks after the invoice date, failing which the claim shall lapse. If the Client disputes part of the invoice, he shall be obliged to pay the undisputed part to Mediahuis in due time.
- If the original amount due is received by Mediahuis after Mediahuis has incurred (extra)judicial collection costs, the amount received shall first be deducted from these collection

costs, then from the interest due, then from the administrative costs and finally from the original invoice amount.

- The Advertiser, in addition to the Client, shall at all times remain jointly and severally liable for payment of the amount due to Mediahuis under the Agreement.

**Article 10. Transparency**

- Mediahuis may grant fixed and/or variable discounts to a Media Office, including bonus discounts the amount of which depends on the net annual turnover realised with the Agreements concluded with or through the mediation of the relevant Media Office.
- The Media Office acting as agent or intermediary for an Advertiser shall be obliged to inform the Advertiser in advance and on its own initiative of any self-interest, financial or otherwise, that the Media Office may have in concluding an Agreement with Mediahuis. In doing so, the Media Office must adequately fulfil its obligation to be transparent towards the Advertiser(s) for whom it acts.

**Article 11. Cancellation and amendment of Advertising Order**

- In the event of cancellation and/or amendment of an Advertising Order by Client, Client shall owe Mediahuis amendment and/or cancellation costs in accordance with the graduated scale below. The amendment and/or cancellation costs are expressed as a percentage of the amount involved in the Advertising Order in question.

<b>Regular appearance days (being non-special days, as stated on rate card)</b>	
Cancellation or change 15 working days or more before Closing Time or start date of the Advertisement:	0%
Cancellation or amendment between 14 and 6 working days before Closing Time or start date of the Advertisement: 30%	30%
Cancellation or amendment between 5 and 0 working day(s) before Closing Time or Start Date of the Advertisement: 50%	50%
Cancellation or failure to deliver after Closing Time reservation or start date of the Advertisement: 100%	100%

<b>Special days (as stated on rate card)</b>	
Cancellation or change 25 working days or more before Closing Time or start date of the Advertisement: 0%	0%
Cancellation or change between 24 and 11 working days before Closing Time or start date of the Advertisement: 50%	50%
Cancellation or amendment between 10 and 0 working day(s) before Closing Time or Start Date of the Advertisement: 100%	100%

- Cancellation and/or amendment must be made in writing at all times.
- The costs incurred by Mediahuis in connection with the execution of the Advertising Order, such as costs in connection with specific requirements for the Advertisement or in connection with (the production of) an Advertorial or Plus Proposition, shall at all times be borne in full by the Client in the event of cancellation and/or amendment.

- A cancellation and/or amendment pursuant to this article does not release the Client from its (other) obligations under the Advertising Contract.

**Article 12. Default, liability and force majeure**

- If the Client and/or Advertiser fails to fulfil its obligations under the Agreement, Mediahuis shall be entitled to suspend the performance of the Agreement for the duration of the failure.
- If the Client and/or Advertiser, after written notice of default by Mediahuis, fails to comply with its obligations within the term set by Mediahuis, Mediahuis shall be entitled to terminate the Agreement in whole or in part. If a fatal term, such as a payment term, is exceeded, the Client shall automatically be in default without notice of default being required.
- Suspension or dissolution by Mediahuis shall not release the Client from its obligation to pay the full compensation under the Agreement. Suspension, dissolution or other termination of the Agreement shall furthermore not affect Mediahuis' right to compensation by the Client for the damage suffered by Mediahuis as a result thereof or in connection therewith.
- The Client shall be liable for all costs and damage incurred or suffered respectively by Mediahuis as a result of or in connection with the failure of the Client and/or Advertiser to comply with the obligations under the Agreement. The costs respectively damage to be reimbursed by the Client shall include the direct and indirect damage suffered and to be suffered by Mediahuis, as well as the costs of legal assistance incurred by Mediahuis.
- The Client shall indemnify Mediahuis both in and out of court against all claims of third parties in connection with the Client's and/or Advertiser's non-performance or late performance of the obligations towards Mediahuis, expressly including claims in connection with the (unlawful) content of an Advertisement.
- Mediahuis can only be held liable for damage suffered by the Client if there is intent or gross negligence on the part of Mediahuis.
- Any liability of Mediahuis per event shall at all times be limited to the remuneration payable by the Client in respect of the Performance concerned. Liability of Mediahuis for indirect loss (including but not limited to consequential loss, loss due to delay and loss of profits) is expressly excluded. In the event of repeated publication of an Advertisement, Mediahuis shall only be liable for inaccuracies communicated by the Client after the first but in good time before the second placement.
- If unforeseen circumstances occur on the part of Mediahuis or in the event of force majeure, Mediahuis shall be entitled to suspend its performance of the Agreement for as long as this situation continues or, at its discretion, to dissolve the Agreement in whole or in part. In such case Mediahuis shall not be liable to compensate the Client for any damage whatsoever. Force majeure shall in any case exist in case of failure to perform by suppliers or other contacts of Mediahuis, strike, (unforeseen) government measures, terrorist attacks or concrete threats thereof, war, fire, natural disasters, temporary unavailability or inadequate availability of hardware, software and/or internet or other telecommunications connections necessary for the supply of the Performance as well as any other situation over which



Mediahuis cannot exercise any decisive control.

9. The limitations of liability as included in this Article shall not affect applicable consumer law protection provisions.

#### **Article 13. Editorial independence and third-party content**

1. The editors of the Medium in which the Advertisement is placed are completely independent in the decisions they take regarding the content of publications in the Medium. Mediahuis is therefore not liable under the Agreement in any way whatsoever for any costs or damage on the part of the Client as a result of (the content of) editorial publications in the Medium.
2. Nor shall Mediahuis be liable for any damage on the part of the Client caused by content placed or uploaded in the Media by third parties.
3. The Client shall in no way influence such journalistic independence, even if the reporting damages the interests of the Client or relations of the Client. Reporting by Mediahuis can never be a reason for the Client to terminate the Agreement.

#### **Article 14. Complaints**

1. Any complaints about the performance of an Agreement, including complaints regarding the manner of reproduction, placement or colour quality must, under penalty of forfeiture of the claim concerned, be submitted in writing to Mediahuis within 14 days after (the first delivery of) the Performance. Complaints about the execution of orders given by telephone or by hand will not be accepted.
2. If a complaint has been reported in accordance with this article and the failure in the performance of the Agreement is attributable to Mediahuis, Mediahuis shall, without being liable to pay any compensation to the Client, try to the best of its ability to offer the Client as equivalent an alternative as possible.
3. Complaints about the performance of an Agreement shall not relieve the Client from fulfilling its obligations, including timely payment of the agreed fee in respect of the relevant Performance.

#### **Article 15. Deviation and amendment of Conditions**

1. Any deviations or additions to the Agreement and these Terms shall only be valid if expressly confirmed in advance and in writing by Mediahuis.
2. Mediahuis has the right to unilaterally amend the Terms. Unless otherwise indicated, the amended Terms shall enter into force on the date they are published on [www.mediahuis.nl/verkoopvoorwaarden](http://www.mediahuis.nl/verkoopvoorwaarden). With effect from said date, the amended Terms shall also apply automatically to all existing Agreements. If an amendment to the Conditions results in Mediahuis delivering a substantially different performance than agreed, the Client who is a Consumer has the right to dissolve the Agreement within 4 weeks after the relevant amendment takes effect.

#### **Article 16. Miscellaneous**

1. The Dutch group companies of Mediahuis NV cooperate in selling Advertisements in their Media. In that context, information regarding (potential) Agreements, including (personal) data of the (potential) Advertiser and/or the Media Office is shared between these group companies.
2. Mediahuis may, at its discretion, engage third parties in the

performance of the Agreement.

3. Mediahuis is entitled (but not obliged) to include Advertisements in and/or forward Advertisements to other Media within the Mediahuis group. The Client cannot derive any rights from a re-insertion or re-insertion.
3. The Client consents in advance to a transfer by Mediahuis of its rights and obligations under the Agreement to a third party.
4. The ineffectiveness or invalidity of any of the provisions of these Terms and Conditions shall not affect the validity of the remaining provisions.
6. If one or more provisions of these Terms should prove to be non-binding or invalid, the provision concerned will be replaced by a legally permissible provision that corresponds as closely as possible to the intention of the annulled provision.
7. Mediahuis shall at all times be entitled to terminate Agreements prematurely in whole or in part if it decides to cease the exploitation of one or more (parts of the) Media to which the Agreement relates.
5. In cases not provided for in these Terms, Mediahuis shall decide.
6. The Client and Advertiser are not permitted to use the (sub-) titles and/or logos of the Media or Mediahuis without prior permission from Mediahuis.

#### **Article 17. Processing of personal data**

1. Mediahuis records the Client's data for the performance of the Agreement as well as to inform the Client about Mediahuis' (other) products and services. Data will be recorded in accordance with the applicable privacy statement, which can be found on the Medium's website.
2. If the Performance contains personal data, Mediahuis shall act as (sub-)processor in respect of such data and the Client or Advertiser as data controller within the meaning of the General Data Protection Regulation (AVG). Mediahuis shall process the data concerned exclusively for the purposes of the performance of the Agreement.
3. Insofar as the processing of the personal data referred to in paragraph 2 falls within the scope of the AVG, Mediahuis undertakes in respect of such data:
  - a) process the personal data only for the purpose described in paragraph 2 and in accordance with any written instructions given by the Client prior to entering into the Agreement;
  - b) except to the extent that disclosure and/or onward transfer is the purpose, to treat the personal data confidentially and not to pass them on to third parties (other than sub-processors) without the prior written consent of the Client;
  - c) take all appropriate technical, physical and organisational measures for secure processing, retention or storage;
  - d) if requested, assist the Client in fulfilling the duty of the Client or Advertiser to respond to requests to exercise rights of data subjects, to the extent possible;
  - e) not to retain the personal data for longer than reasonably necessary and to destroy such data, including data and information derived from the data provided and copies made, immediately after full performance of the Agreement, on the understanding that Mediahuis shall at all times be entitled to store the personal data as part of its (digital) archive of the Medium in which the

- Performance is placed (if applicable);
- f) not to process (or have processed) the personal data in countries outside the European Union, unless legally permitted;
  - g) immediately inform the Client and provide a report within a reasonable period of time if Mediahuis knows or suspects any unauthorised use, security incidents or data breaches in relation to the personal data, and to cooperate with the Client to recover such data and, if necessary, to inform data subjects and prevent further unauthorised use, dissemination or disclosure;
  - h) promptly notify Client if a competent authority has made a legally binding request for disclosure of personal data, unless such notification is prohibited;
  - i) Provide the Client with the opportunity to monitor the implementation of and compliance with the arrangements made above regarding the retention and use of personal data.
4. In performing the Agreement, Mediahuis may make use of third parties, who shall be considered sub-processors with respect to any personal data contained in the Performance. Mediahuis shall ensure that these sub-processors are bound by the same or equivalent obligations as are incumbent on Mediahuis under paragraph 3 of this article. Upon request, Mediahuis shall inform the Client about these sub-processors. The Client may object to the provision of the personal data in the Performance to these sub-processors. In that case Mediahuis shall be entitled to dissolve the Agreement.

#### **Article 18. Applicable law and competent court**

1. The Agreement and these Conditions are governed by Dutch law.
2. Any disputes arising from the Agreement shall in the first instance be submitted exclusively to the competent court in Amsterdam. If the Client is a Consumer, the Client may in addition use the European platform for online dispute resolution (<http://ec.europa.eu/consumers/odr/>) and shall be entitled to choose the court competent under the law within one month after Mediahuis has invoked this provision in writing.

### **II ADDITIONAL PROVISIONS REGARDING PRINT MEDIA ADVERTISEMENTS**

#### **Article 19. Special provisions in respect of Plus Propositions**

1. The number of Plus Propositions per Medium is limited. Mediahuis determines whether and if so how many Plus Propositions per Medium will be honoured.
2. Plus Propositions are subject to the formats and other details specified by Mediahuis and made known to the Client.
3. The price for a Plus Proposition is also determined by the (additional) production, printing and postage costs incurred by Mediahuis.
4. A Plus Proposition may not contain any gases or harmful or hazardous substances.
5. If the Plus Proposition consists of an insert to be affixed such as a sachet, Mediahuis cannot guarantee that the insert will be placed exactly in the indicated place in the Advertisement. The Client should allow for some deviation in location.
6. Mediahuis cannot guarantee that the entire circulation of the relevant Medium will have the insert. The Client should

- reasonably take into account a certain deviation.
7. Mediahuis cannot guarantee the accuracy of the specified print run and is not liable for any shortage or excess of inserts.
  8. The Client shall indemnify Mediahuis both in and out of court against all claims of third parties in connection with the distribution and content of the Plus Proposition.

#### **Article 20. Evidence numbers**

1. At the Client's request, Mediahuis shall make available one proof number of the Medium in digital or print form, at Mediahuis' discretion. The foregoing does not apply to classified ads.
2. If an Advertisement is placed in several Media and/or editions of the same Medium, Mediahuis shall be entitled to charge the Client the costs involved, to be determined by Mediahuis, for additional proof numbers made available at the Client's request.

#### **Article 21. Foreign editions**

Compliance with a request for placement of an Advertisement in editions of a Medium printed abroad cannot be guaranteed. In addition, the desired colour scheme and format of such Advertisements cannot be guaranteed.

### **III ADDITIONAL PROVISIONS REGARDING ADVERTISEMENTS IN DIGITAL MEDIA**

#### **Article 22. General, impressions**

1. This part of the Terms and Conditions applies only to display ads, such as buttons, banners, skyscrapers et cetera, as well as digital Advertorials. This part of the Terms expressly does not apply to classified ads and search engine advertising.
2. If measurement systems are used to determine the remuneration owed by the Client (for example to determine the number of clicks or leads), Mediahuis' systems shall be decisive.
3. Mediahuis shall make every effort to publish the Advertisement during the entire agreed publication period. However, Mediahuis does not guarantee that the Advertisement will be published without interruption, without faults and/or without errors, or that the Medium will be accessible at all times. Mediahuis is in no way liable for any damage resulting from the (temporary) unavailability of the Medium.
4. Mediahuis is entitled, without prior notice, to take the Medium (temporarily) out of use and/or to limit its use if it reasonably considers such to be necessary, for instance in connection with the necessary maintenance of the Medium.

#### **Article 23. Display advertisements**

1. In the case of display Advertisements, Mediahuis shall provide the Client with the use of frequency caps (maximum number of impressions) free of charge.
2. In the case of display Advertisements the Client has the right to add images and sound to its Advertisements at no additional cost. Mediahuis may set further rules on the form and content of the (audio) visual material, such as limits on size and maximum duration. Mediahuis has the right, if necessary without giving reasons, to reject these additional expressions.

3. Within display Advertisements the Client is entitled to change the Advertisement Material weekly without additional costs. The Advertisement Material must be delivered in accordance with the delivery specifications announced by Mediahuis.

#### **Article 24 Fixed Position Advertising**

1. Fixed Position Advertising means the right to advertise in a fixed position on an internet page or internet site from Mediahuis' portfolio.
2. Should the Client's fixed position not be available due to circumstances, Mediahuis shall be entitled to suspend or cancel the placement of the Advertisement, without the Client being entitled to compensation for costs incurred and/or loss suffered.

#### **Article 25. Performance campaign**

1. A performance campaign is understood to mean a campaign in which the Advertisement is automatically placed on various Media within the Mediahuis network and, if agreed, third-party media by means of Mediahuis' ad management system (AMS).
2. Mediahuis shall make every effort to achieve the highest possible click-through rate (CTR) during the performance campaign. However, Mediahuis does not give any guarantee regarding CTRs or conversion.
3. Upon request, the Client will be given real-time access to the performance campaign via the AMS.

#### **Article 26. Electronic budget**

1. Electronic budget means the agreed budget with which Client can pay the fee due for one or more Advertisements when placing an Advertisement (order) online.
2. A maximum may be set by Mediahuis to the balance of the electronic budget.
3. The Client is responsible for keeping his account data (username and password combination) for managing his electronic budget secret. The Client shall therefore be liable for all use made of the electronic budget through his account.
4. Mediahuis does not perform any (prior) control over the Advertisement(s) placed online. Any errors in the Advertisements (orders) placed by Client shall therefore be entirely at the expense and risk of Client.

#### **Article 27. Additional costs**

1. Any additional costs involved in digital Advertisements, including production costs and external hosting costs in the framework of display advertising, are at the expense of the Client.
2. If the Client does not accept the costs referred to in paragraph 1, Mediahuis shall be entitled to terminate the Agreement with immediate effect without being liable to pay any costs to the Client.

#### **Article 28. Cookies, pixels, etc.**

1. If cookies are used by or on behalf of the Client and/or Advertiser when placing or delivering Advertisements, the responsibility for this as well as for complying with the applicable laws and regulations in this respect (in particular article 11.7a Telecommunications Act (Tw) and the AVG) lies entirely with the Client. Insofar as personal data are processed with the use of the Cookies by or on behalf of the Client and/or Advertiser, only the Client or the Advertiser

determines the purpose and means of this processing (within the set limits of the Agreement) and Mediahuis does not process these data in any way. The Client and/or the Advertiser is therefore the data controller and Mediahuis is neither (joint) controller nor processor within the meaning of the AVG.

2. The Client and Advertiser are only permitted to collect or cause to be collected via Cookies information about (i) how often, how long and what part of the Advertisement has been viewed and (ii) how often the Advertisement has been clicked on and (iii) screen resolution used, browser used, operating system used, version and language geographical location and IP address, on the understanding that this information may only be used to the extent necessary for the bidding process (in the case of programmatic advertising), for the (measurement of the) performance of the Advertisement or for retargeting on the basis of existing profiles (built up outside Mediahuis).
3. Subject to the foregoing, without prior written consent of Mediahuis, Clients and Advertisers shall not be permitted to collect (or cause to be collected) information, store (or cause to be stored) information in or access (or cause to be stored) information in the peripheral equipment of users of the Media via Cookies, which expressly includes collecting (or causing to be collected) information about the behaviour of users of the Media (profiling). Furthermore, it is explicitly forbidden to use fingerprinting techniques to collect information, store information in or gain access to information in the peripherals of users of the Media.
4. Subject to the provisions of paragraph 5, Mediahuis shall make every effort to:
  - a) Provide or cause to be provided to the users of its digital Media clear and complete information in accordance with the AVG and concerning the purposes for which the Cookies are used, to the extent required by law; and
  - b) Obtain permission from the users of its digital Media to place or read out the relevant Cookies by or on behalf of the Client and/or Advertiser, to the extent required by law. Mediahuis shall record (or have recorded) such consent as far as commercially possible and shall provide it to the Client and/or Advertiser upon request.
5. To fulfil the information and consent requirements referred to in paragraph 4, Mediahuis uses the cookie declarations that are available on Media. Insofar as the information and consent requirements referred to in paragraph 4 apply, the Client shall provide Mediahuis with all relevant information necessary to fulfil these requirements, after which Mediahuis shall make every effort to add this information to the relevant cookie statement(s). The Client and Advertiser shall not be permitted to use or allow the use of Cookies on the Media before Mediahuis has confirmed that it has added the information to the relevant Cookie Statement(s).
6. Mediahuis does not accept any liability for any damage suffered by third parties arising as a result of and/or in any way related to the failure of the use of Cookies by the Client and/or Advertiser to comply with applicable laws and regulations, including but not limited to article 11.7a Tw and the AVG. In this context, the Client shall be liable for fines imposed on Mediahuis by regulatory authorities.

7. The Client shall indemnify Mediahuis against any liability towards third parties which is in any way connected with and/or results from failure to comply with laws and regulations in the field of Cookies when placing or delivering Advertisements, including but not limited to Article 11.7a T/w and the AVG.
8. Mediahuis shall at all times be entitled to monitor (or have monitored) Clients' and Advertisers' compliance with the provisions of this Article. Upon request, the Client shall allow Mediahuis or the third party designated by Mediahuis in that respect to inspect the relevant data in order to perform the audit and render all necessary cooperation thereto and shall also warrant that the Advertiser concerned shall do the same. The costs of the audit shall be borne by Mediahuis, unless the audit shows that the Client or the Advertiser concerned does not comply with the provisions of this article, in which case the costs shall be borne by the Client.
9. If the Client and/or the Advertiser concerned imputably fails to perform its obligations under this article towards Mediahuis, the Client shall forfeit to Mediahuis an immediately payable penalty of € 50,000 per violation and Mediahuis shall be entitled to terminate the Agreement(s) with the Client with immediate effect, without prejudice to all other rights or claims to which Mediahuis is entitled under the applicable laws and regulations, including - if higher than the penalty - claiming full damages. Mediahuis may in such a case also report to the Personal Data Authority.

#### **Article 29. Use of segment data Mediahuis**

1. Segment data means the group profiles that Mediahuis builds up of its visitors based on characteristics and behaviour to enable targeted advertising (e.g. sports enthusiasts aged 20 to 30).
2. The Client and Advertiser are only permitted to use the data they obtain on segments from Mediahuis under an Agreement for the purpose of placing Advertisements under the relevant Agreement. Any other use is expressly not permitted, including explicitly adding such segment data to (profile) data of themselves or third parties.
3. Insofar as the segment data contain personal data, the Client and the Advertiser are independently responsible for processing these personal data within the meaning of the AVG and are therefore each independently responsible for complying with the applicable laws and regulations. If and to the extent required by law, Mediahuis shall ensure that consent is obtained from data subjects for the use of the segment data in accordance with this article. The Client and Advertiser shall notify Mediahuis without delay if they make a notification to the Personal Data Authority and/or the data subjects pursuant to Article 33 and 34 AVG.
4. If the Client and/or Advertiser makes use of third parties in the placement of the Advertisement(s), the Client guarantees that these third parties shall use the segment data solely for the benefit of the Client and/or Advertiser and in accordance with this article.

#### **Article 30. Advertisements via social media**

Advertisements distributed through social media should comply with the Dutch Social Media Marketing Code.

#### **Article 31. Advertorials via Influencers**

1. The selection of the Influencer(s) will take place by Mediahuis, in consultation with the Client.
2. The amount due in connection with the deployment of an Influencer shall be payable in advance immediately after entering into the Agreement.
3. The Advertorial is prepared by the Influencer, who has complete freedom in doing so within the agreed frameworks. Mediahuis sends the Advertorial in advance to the Client for approval. The Client must check the Advertorial and may only reject the Advertorial on the basis of factual inaccuracies, or inconsistencies with the conditions the Advertorial must satisfy under these Terms and Conditions.
4. When the Client reposts the Influencer's Advertorial, the Client must always tag the Influencer.
5. All communication between the Client and the Influencer shall be exclusively through Mediahuis.

#### **IV ADDITIONAL PROVISIONS IN RESPECT OF BRANDED CONTENT**

##### **Article 32. Branded Content**

1. The Client shall ensure that all data relevant for the production of Branded Content, including but not limited to information and documentation which Mediahuis indicates, or the Client should reasonably understand, are necessary, are provided to Mediahuis in a timely manner.
2. The amount agreed for the Branded Content includes one round of feedback, unless explicitly agreed otherwise. If Client requires more feedback rounds, this will count as additional work and will be invoiced to Client on the basis of subsequent calculation at the rates applicable at that time.
3. Unless otherwise agreed, in the case of video productions, the calculation of one production day is based on 10 recording hours at one location in the Netherlands.
4. Deadlines given by Mediahuis for the production of Branded Content are indicative only. No rights can be derived from them, unless explicitly agreed otherwise.
5. Unless otherwise agreed, the Client must pay 100% of the total production costs for the Branded Content as soon as the production starts.
6. Mediahuis shall at all times be entitled to demand full payment of out-of-pocket costs, in particular commercial production and media costs, from the Client before Mediahuis is obliged to pay them (on behalf of the Client). Mediahuis shall also be entitled to require payment security from the Client.

##### **Article 33. intellectual property rights**

1. All intellectual property rights to the Branded Content shall belong to Mediahuis and its licensors, unless explicitly agreed otherwise. Insofar as such a right can only be obtained by filing or registration, Mediahuis is exclusively authorised to do so and the Client shall cooperate as necessary.
2. Mediahuis is at all times entitled to have its name mentioned or removed from the Branded Content. The Client may not publish or reproduce the Branded Content without prior consent without mentioning the name of Mediahuis.
3. The costs of acquiring licences from third parties to use the Branded Content are for the Client's account. This includes, inter alia: fonts, software, house style elements, photographs, videos, stock images and compositions.

##### **Article 34. Use and licence**

1. Provided that the Client complies fully with its contractual obligations, the Client acquires a licence to use the Branded Content in accordance with the purpose agreed in the Branded Content Contract. If no such destination has been



agreed, the licence is limited to that use for which, at the time the Branded Content Contract was concluded, there were firm intentions, which have been made known to Mediahuis in writing, for a period of one year after delivery of the Branded Content by Mediahuis. Unless explicitly agreed, use outside the Contractor's own communication channels is not permitted.

2. Without the written consent of Mediahuis, the Client is not entitled to make changes to the Branded Content more widely or to use it or have it used in any other way than agreed.
3. To the extent that payments are due to collective management organisations, such as Buma/Stemra or Sena, for the use of the Branded Content by the Client, the Client itself is responsible for making these payments.
4. Client is not (or no longer) permitted to use the Branded Content and any licence granted in that context shall lapse:
  - (a) from the moment Client does not (fully) fulfil its (payment) obligations or is otherwise in default;
  - b) if the Branded Content Contract is terminated prematurely, for whatever reason, unless the consequences are contrary to reasonableness and fairness;
  - (c) after the expiry of the agreed licence period.

#### **Article 35. Indemnification**

1. The Client shall indemnify NRC Mediahuis and third party(ies) engaged by NRC Mediahuis for all claims by third parties:
  - (a) arising from the Customer's use of the Branded Content, other than the agreed use; and
  - (b) relating to (intellectual property rights to) materials or data provided by the Customer in the context of the production of Branded Content.