

GENERAL TERMS AND CONDITIONS FOR ADVERTISING

DPG Media B.V.

13 September 2019

1. APPLICABILITY

- 1.1 With respect to advertisements, these general terms and conditions for advertising (hereinafter: the “**Terms and Conditions for Advertising**”), available at <http://www.dpgmedia.nl/adverteren> apply to all orders issued to and contracts concluded with DPG Media B.V., its direct or indirect subsidiaries and its holdings (hereinafter individually and collectively referred to as “**DPG Media**”).
- 1.2 In these Terms and Conditions for Advertising, **Advertiser** will be taken to mean any natural person who or legal entity that issues an order to DPG Media. The term Advertiser also refers to any party acting on behalf of the aforesaid natural person or legal entity, whether directly or indirectly.
- 1.3 DPG Media explicitly rejects the applicability of the Advertiser’s purchase or other conditions, or those of any third party.

2. THE CONTRACT

- 2.1 Unless explicitly stated otherwise, all proposals and offers made by DPG Media are free of obligations and are valid for 14 days.
- 2.2 Contracts are concluded (i) when the Advertiser or its representative signs the relevant contract, (ii) when DPG Media sends an order confirmation or (iii) when DPG Media actually implements an order issued by the Advertiser.
- 2.3 The date on which the contract commences is the date stipulated in the order confirmation or, in the absence thereof, the date on which DPG Media first commences actual execution of the order.
- 2.4 The advertising options and the prices are set out in DPG Media’s pricing documentation (hereinafter the “**Pricing Documentation**”). The Pricing Documentation is available for perusal on <http://www.dpgmedia.nl/adverteren>. All contracts are subject to the provisions of the Pricing Documentation. Unless explicitly stated otherwise, all prices are in Euros and are exclusive of VAT.
- 2.5 DPG Media reserves the right at all times to adjust the following matters during the term of the contract: (i) the advertising options included in the Pricing Documentation and/or the contract, (ii) the prices, discounts and other related information in the Pricing Documentation and/or the contract, and (iii) the print runs, distribution areas as well as its titles’ date(s) of publication.
- 2.6 The advertising space stated in a contract may be enlarged in accordance with the then applicable Pricing Documentation. If the Advertiser wishes to enlarge the advertising space, the Advertiser can submit a written request to that effect to DPG Media (including by email). If DPG Media consents to the enlargement, the provisions of Article 2.2 will apply

accordingly. The contract ends on the expiry of the agreed term. If a contract relates to a one-off order for the placing of an advertisement, it will end on completion of the order. No contracts will be concluded with retroactive effect.

- 2.7 Both parties are entitled to terminate the contract in writing with immediate effect and without judicial intervention if:
- a. the counterparty does not fulfil an obligation under the contract or fails to do so in a timely or proper manner and fails to remedy this within ten (10) business days of a written notice of default, unless the failure, given its particular nature or minor importance in relation to the obligations entered into, does not justify termination and the consequences arising from it;
 - b. a winding-up petition is filed for the counterparty or the counterparty is declared insolvent;
 - c. the counterparty applies for a moratorium or a moratorium has been granted to it;
 - d. the counterparty ceases its activities and/or is wound up.

- 2.8 Any stipulations in these Terms and Conditions for Advertising and in the contract which, by their nature, are intended to continue after termination of a contract will remain in force between the parties on termination of such contract.

3. INSPECTION BY ADVERTISER

- 3.1 The Advertiser is obliged to inspect the contract or order confirmation for correctness and completeness. If any deviations from the Advertiser’s written instructions are found, the Advertiser must report these immediately. If the Advertiser fails to do so, the arrangements between the parties as recorded in the communication from DPG Media will apply.

4. NON-PURCHASE

- 4.1 If the Advertiser fails to purchase the agreed advertising space within the term of the contract, the right to use the advertising space which has not been purchased will lapse. In such an event, the Advertiser is obliged to either (i) pay the full amount corresponding to the agreed advertising space, or (ii) pay 10% of the aggregate agreed advertising space, exclusive of the agreed discount.

5. LIABILITY

- 5.1 Unless there is wilful misconduct or gross negligence, DPG Media accepts no liability whatsoever for any loss and/or damage whatsoever arising from the failure to place an advertisement, the failure to place an advertisement in good time or the incorrect placement of an advertisement.
- 5.2 DPG Media’s total liability for an attributable breach or unlawful act is limited at all times to the amount of the sum due and paid by the Advertiser for the relevant advertisement.

Liability for indirect loss and/or damage, including in any event consequential damages, damages due to delay, loss of profit, lost savings, losses due to business interruption and losses due to loss of data, is excluded at all times. Any other or more far-reaching liability not stated in these Terms and Conditions for Advertising is explicitly excluded.

6. CANCELLATION & DELIVERY

6.1 If the Advertiser cancels a reservation or an order, the Advertiser owes DPG Media cancellation charges in accordance with the table below. The cancellation charges are expressed as a percentage of the amount owed for the relevant reservation or order.

Cancellation charges	
Cancellation 45 days or more before delivery or closing date	0%
Cancellation between 44 and 15 days before delivery or closing date	15%
Cancellation between 14 and 0 days before delivery or closing date	30%
Cancellation after delivery or closing date	100%

Cancellations must be made in writing. When the first advert in a campaign has already been placed, the campaign may not be cancelled. Reservations and orders for plus propositions including commercial supplements and creative custom-made drafts may only be cancelled if and insofar as this has explicitly been agreed. In the event of cancellation, the Advertiser is always obliged to pay the costs already incurred by DPG Media at the time of cancellation, in addition to the cancellation charges.

6.2 The closing dates or closing times for reserving advertising space, the delivery of advertising material by the Advertiser and the delivery specifications (including technical specifications) may be viewed at www.dpgmedia.nl/advertiser.

6.3 DPG Media may refuse to accept advertising material that is not delivered in conformity with the delivery specifications, or it may alter the material so that it does conform to the delivery specifications and charge any additional costs (including technical costs) to the Advertiser. If DPG Media alters advertising material, the Advertiser is obliged to inspect the material delivered by DPG Media for correctness and completeness. If any deviations from the Advertiser's instructions are found, the Advertiser must report these immediately. If the Advertiser fails to do so, the material produced or altered by or on behalf of DPG Media is deemed to be correct.

6.4 If the Advertiser requests a certain specific graphic/technical design for its advertisement, the provisions of Article 7.3 apply accordingly.

6.5 If the advertising space and/or advertising materials are not reserved and/or delivered within the time specified, DPG Media is entitled to refuse acceptance of such reservation and/or advertising material. The Advertiser is responsible for

delivering the advertising material. If advertising space has been reserved in good time but the Advertiser fails to deliver the advertising material in good time or correctly, DPG Media will charge the Advertiser the full price for the advertisement.

6.6 The Advertiser is responsible for delivering the advertising material to DPG Media, regardless of the delivery method. DPG Media will treat the advertising material with care, but is not liable for any damage to or loss of the advertising material or for the material otherwise becoming unusable or misplaced.

6.7 If advertising material is delivered in digital form, the Advertiser must ensure that the material is delivered safely and that the material contains no viruses or other programs that could damage DPG Media's computer systems, programs or websites. The Advertiser must ensure that the delivery method (in terms of size or otherwise) does not disrupt or disproportionately encumber the usual functioning of DPG Media's computer systems, programs or websites. The Advertiser indemnifies DPG Media against any and all loss and/or damage as listed non-exhaustively in this Article that may arise from not ensuring a safe delivery method for the advertising material.

6.8 Requested corrections to advertising material will only be accepted and implemented by DPG Media if such are reasonably possible, in the opinion of DPG Media. Corrections that are received after the closing time cannot be implemented.

6.9 DPG Media will keep the advertising material for three (3) months at most.

7. PLUS PROPOSITIONS

7.1 DPG Media will inspect and assess the content, form and technical features of all plus propositions, including commercial supplements, before placing them. DPG Media is at all times entitled to refuse plus propositions.

7.2 Plus propositions must be delivered in accordance with the conditions and delivery conditions as specified by DPG Media. If the plus propositions are not delivered in accordance with these conditions, DPG Media reserves the right to schedule the relevant plus propositions in a different manner insofar as possible, or, in consultation, to make the delivery suitable for processing (i.e. repackage it). If the foregoing is not possible for any reason whatsoever, the parties may decide in consultation with each other to return the delivery or to refuse acceptance of it. The Advertiser is obliged to refund to DPG Media any costs or losses incurred due to the failure to deliver the plus propositions correctly or within the time specified. If a plus proposition cannot be placed due to a production breakdown at DPG Media, a new schedule will be drawn up in consultation with the Advertiser.

7.3 The Advertiser guarantees that the plus propositions delivered by it will not damage or be harmful to the relevant print media. The Advertiser indemnifies DPG Media against all such damage.

7.4 If the Advertiser issues the printing instruction for a plus proposition to a third party, responsibility for communicating with such third party will always lie with the Advertiser.

8. (INTELLECTUAL) PROPERTY

8.1 All (intellectual property) rights in (i) the media of DPG Media, including editorial content, (ii) the services that DPG Media deploys or supplies in connection with the order and the results thereof, including creative drafts and proposals and (iii) data pertaining to users of DPG Media's media including subscriber data, data pertaining to users of the websites and apps, newsletter users and any other information that is collected with respect to these users, are and will remain vested in DPG Media. The contract does not imply that any licence or other rights are granted to the Advertiser.

8.2 DPG Media is entitled to include an advertisement it has placed in one or more of DPG Media's other publications. To the extent necessary, the Advertiser grants DPG Media a licence to do so for no consideration.

9. SPECIAL CIRCUMSTANCES & FORCE MAJEURE

9.1 In the event of special circumstances, DPG Media reserves the right to keep all or part of its media free of advertisements, e.g. by not placing any advertisements on the front page or home page in the event of *breaking news*.

9.2 In the event that DPG Media is prevented from performing the contract due to force majeure, DPG Media is entitled to suspend performance of the contract for the duration of the force majeure, or to terminate the contract insofar as it relates to the placement of the relevant advertisement, without being liable for any compensation to the Advertiser. Force majeure shall also be understood to mean failures on the part of third parties engaged by DPG Media, and interruptions or breakdowns in the electricity and/or telecommunications facilities.

9.3 If the period of force majeure, referred to in the preceding paragraph, continues for more than two (2) months, either party will be entitled to terminate the contract.

10. COMPLAINTS

10.1 Any complaints relating to the placing of a printed advertisement must, at the risk of forfeiting the relevant claim, be submitted to DPG Media B.V. in writing – including by email - as soon as possible and no later than three (3) weeks after the date on which the relevant advertisement was placed. Complaints relating to online advertisements must be submitted to DPG Media B.V. in writing - including by email - no later than seven (7) days after the start of the campaign. The Advertiser may not submit complaints about the execution of any order placed by telephone or given in handwritten form, or about any advertisement in respect of which the reservation was not made or the material not delivered in accordance with the provisions in Articles 7 and 8, but which was nevertheless placed.

10.2 Any complaints about an invoice must be submitted in writing to DPG Media B.V. within no more than 21 days after the invoice was sent; failing which the claim will lapse.

10.3 Submitting a complaint does not release the Advertiser from its obligations, including the (timely) payment of the sum agreed in the contract or the order.

11. OWN ADVERTISEMENTS

11.1 The Advertiser may only place advertisements relating to the natural person's or legal entity's own enterprise, or to one of the Advertiser's group companies as referred to in Article 2:24(b) of the Dutch Civil Code.

11.2 The Advertiser is not permitted to sell on advertising space allocated to it pursuant to the contract, or to place it at the disposal of third parties in any other way.

12. REFUSAL

12.1 DPG Media is entitled at all times to refuse an advertisement submitted for placement without giving any reasons, or to suspend or discontinue a campaign that is running.

13. POSITION GUARANTEE

13.1 If the Advertiser wishes to be sure that its advertisement(s) will be placed in a certain position or on a certain page, DPG Media may issue a position guarantee at the Advertiser's request. A surcharge will be made for any position guarantee.

14. CONTENT OF THE ADVERTISEMENT

14.1 The Advertiser is responsible for the content of its advertisement. The Advertiser must guarantee that each advertisement it wishes to place is not unlawful or prejudicial to any third party or DPG Media. In particular, the Advertiser guarantees that its advertisements do not contain any statements or expressions that contravene the law or regulations, public order or public morals, and that such advertisements do not infringe any rights or intellectual property rights of third parties. The Advertiser indemnifies DPG Media against all third-party claims arising from the content and design of the advertisement submitted by the Advertiser.

15. INVOICING & PAYMENT

15.1 Invoicing will take place after each placement of an advertisement or advertising campaign. In the event of long-term campaigns, the parties may agree to invoice in instalments. DPG Media may send its invoices either by regular mail or electronically, including by email. The Advertiser agrees to receive digital invoices from DPG Media.

15.2 Payment must be made in full within 14 days of the invoice date. The Advertiser is not entitled to apply any discount or make any deductions. Any right to set-off or suspension by the Advertiser is excluded.

15.3 DPG Media may, at its own discretion, give a discount on the net advertising costs to advertising brokers and undertakers insofar as this concerns advertisements for third parties that are directly connected to the profession in which the relevant broker is employed. With respect to undertakers, this only applies to advertisements placed at the price according to the Pricing Documentation.

- 15.4 If the Advertiser has issued a direct debit mandate with respect to payments, it is obliged to maintain a bank balance that is sufficient to enable the relevant direct debits to be collected. If, when effecting such direct debits, collection of the payment is not possible for any reason, the full amount payable by the Advertiser shall become immediately due and payable upon discovery of the inability to effect such direct debits.
- 15.5 DPG Media is entitled to demand advance payment for advertisements to be placed if the Advertiser owes any debts to DPG Media, or if, in DPG Media's opinion, the Advertiser is not sufficiently creditworthy, or if the parties agree to this in advance.
- 15.6 If the payment term is exceeded, the Advertiser will be in default *ipso jure* without notice of default being required. Without prejudice to its other rights, DPG Media shall from that time be entitled to charge the applicable statutory interest under Article 6:119a of the Dutch Civil Code and to suspend the provision of its services.
- 15.7 Failure to pay the invoice amount within the term specified will result in all sums owed by the Advertiser becoming immediately due and payable. In such an event, DPG Media will also be entitled to terminate all current contracts. Moreover, DPG Media will also be entitled to demand payment of the difference between the applicable price for the advertising space purchased and the original price agreed, as compensation from the Advertiser, without prejudice to DPG Media's other rights.
- 15.8 All judicial and extrajudicial costs incurred by DPG Media in collecting any amount due to it will be payable by the Advertiser. These costs and expenses shall amount to at least 15% of the total amount or amounts due and will amount to a minimum of EUR 250, plus any interest due.

16. ADVERTISING BROKERS

- 16.1 If an advertising broker concludes a contract or places an order in its own name on an Advertiser's behalf, it guarantees performance of the contract or order by the Advertiser, including compliance with these Terms and Conditions.
- 16.2 If an advertising broker concludes a contract or places an order on behalf of an Advertiser, the broker must, at DPG Media's request, provide written evidence that it is authorised to represent the Advertiser, failing which the advertising broker shall be deemed to have acted in its own name and at its own risk and expense, as if it were an Advertiser.

17. PRIVACY

- 17.1 Insofar as the advertising material the Advertiser has delivered contains personal data, the following applies: (i) the Advertiser acts as a controller and DPG Media acts as a processor within the meaning of the General Data Protection Regulation ("GDPR"); (ii) the Advertiser guarantees that the processing carried out by DPG Media is not unlawful and does not infringe any third-party rights; (iii) DPG Media will only process the personal data in accordance with the Advertiser's prior written instructions or insofar as the processing is required for the performance of the contract with the Advertiser; with the proviso that DPG Media will inform the Advertiser as soon as

possible (a) if an instruction issued by the Advertiser comprises an infringement of the applicable personal data protection legislation or (b) if DPG Media is statutorily obliged to perform a processing operation; (iv) DPG Media will implement appropriate technical and organisational security measures; (v) unless the Advertiser gives its prior written consent, DPG Media will not engage any sub-processors and will not permit any personal data processing to take place in countries outside the EU which do not ensure an adequate level of protection; (iv) DPG Media will, upon written request from the Advertiser, provide information that shows that DPG Media is fulfilling the terms and conditions set out in this Article; (vii) if required to do so, DPG Media will assist the Advertiser in handling data subject requests or carrying out data protection impact assessments, or provide assistance when a competent supervisory authority carries out a check (preliminary or otherwise); (viii) DPG Media will, (a) if it discovers a personal data breach, inform the Advertiser immediately, or at least within 48 hours, of that breach, its consequences and the remedial measures that have been taken and (b) if it becomes aware of a supervisory authority's investigation, inform the Advertiser of such investigation immediately, or at least within 48 hours, unless DPG Media is obliged to maintain confidentiality; (iv) DPG Media will remove the delivered advertising material upon expiry of the period referred to in Article 6.9.

18. USE OF NLPROFIEL AND DPG MEDIA SEGMENT DATA

- 18.1 The Advertiser is only allowed to use the data regarding segments of DPG Media and/or NLProfiel it acquires in the context of its contract with DPG Media for the placement of advertisements under that contract. Any other use is expressly prohibited, explicitly including the addition of such segment data to its own data (including profile data).
- 18.2 Insofar as the segment data contains personal data, the Advertiser and DPG Media are independent controllers within the meaning of the GDPR with respect to their processing of that personal data. They are therefore independently responsible for their compliance with the applicable laws and regulations. If and insofar as this is statutorily required, DPG Media will ensure that the data subjects are asked for their consent with respect to the use of the segment data in accordance with this Article. The Advertiser will immediately notify DPG Media if it makes a report to the Dutch Data Protection Authority and/or the data subjects pursuant to Articles 33 and 34 GDPR.
- 18.3 If the Advertiser uses third parties when placing advertisement(s), the Advertiser guarantees that such third parties will only use the segment data for the benefit of the Advertiser and in accordance with this Article.

19. CONFIDENTIALITY

- 19.1 The Advertiser shall treat all information in connection with proposals, offers, orders and/or contracts that it acquires from DPG Media in whatever manner, including the contract itself, as strictly confidential both during the order or contract and after termination thereof, and it will not disclose this information to third parties and will only make it available to its employees and/or to the third parties it engages, if and to the extent that this is required for the performance of the contract.

This confidentiality obligation does not apply if the Advertiser is obliged by law or pursuant to a binding decision of a court to disclose the information, or if the information is generally known due to reasons other than a breach of this confidentiality obligation.

20. MISCELLANEOUS

- 20.1 The Advertiser guarantees that it will act fully in accordance with all applicable laws and regulations (including those relating to personal data protection and unsolicited communication), codes of conduct and other forms of self-regulation, as well as with any further rules to be set by DPG Media, and that it will fully comply with the provisions of these general terms and conditions. The Advertiser fully indemnifies DPG Media against all potential third-party claims arising from the Advertiser's failure to comply with the provisions of this Article. Furthermore, the Advertiser will reimburse in full any and all loss and/or damage, penalties and costs that DPG Media incurs in connection with the foregoing.
- 20.2 DPG Media reserves the right to obtain further information concerning the origin of the advertisement submitted and the Advertiser's identity.
- 20.3 DPG Media is entitled to engage third parties in its performance of the contract with the Advertiser.
- 20.4 Deviations from and additions to these Terms and Conditions for Advertising shall only be valid if they are agreed with DPG Media in writing (including by email).
- 20.5 If any provision of these Terms and Conditions for Advertising is void or is nullified, the other provisions will remain in full force. DPG Media and the Advertiser will then consult each other in order to agree on a new provision to replace the void or nullified provision, with due consideration given to the objective and content of the void or nullified provision.
- 20.6 DPG Media may amend its general terms and conditions at any time. For this reason, DPG Media advises regular perusal of the Terms and Conditions for Advertising at <http://www.dpgmedia.nl/adverteren>.
- 20.7 These Terms and Conditions for Advertising, the contract(s) and all proposals and offers of DPG Media are governed by Dutch law. All disputes arising from contracts concluded with DPG Media will be referred exclusively to the competent court in Amsterdam.

21. ADDITIONAL TERMS AND CONDITIONS FOR ONLINE ADVERTISING

- 21.1 DPG Media has made arrangements with a number of Rich Media parties. In collaboration with these parties, DPG Media pays the Rich Media costs for certain advertising products, as specified in the Pricing Documentation. Rich Media costs are payable by the Advertiser for other products, or if the Advertiser works with other providers.
- 21.2 The Homepage Takeover has priority over all other home page formats. This means that in the event of scarcity the Homepage Takeover will be placed first, and then the other

advertising formats will be placed in any other positions that are still available.

- 21.3 DPG Media endeavours to ensure that the websites and apps used to offer online advertisements are accessible to visitors. DPG Media cannot guarantee that the websites and apps will be fully available or available without interruption at all times, and reserves the right to block a website or to suspend use of it without prior warning for the purpose of maintenance, updates or improvements, or to modify, enlarge, delete or otherwise change a website or app. DPG Media is not liable for any resulting loss and/or damage.
- 21.4 Options on advertising positions are valid for a maximum of 1 week (7 days). For technical details, Advertisers can contact DPG Media's Ad Operations department: banner@dpgmedia.nl.
- 21.5 If measuring systems have to be used to determine the fee for an online advertising campaign, DPG Media's measuring systems prevail. In accordance with the customary standards in the sector, any difference of up to 10% between the ad impressions measured by both parties will be regarded as customary and will therefore not constitute a reason to revise the fee. If the difference between the ad impressions measured by both parties exceeds 10%, DPG Media and the Advertiser will jointly investigate the cause of these differences with a view to resolving them. When determining the fee, DPG Media's measurement results will continue to prevail until the parties have jointly established the cause of the differences in the measurements.
- 21.6 The Advertiser is only permitted to collect the following anonymous metadata, via cookies, scripts or in any other way: (i) viewing frequency of the advertisement (number of views) and (ii) the number of clicks, accompanied by the following additional information: screen resolution, browser and operating system used and which part of the advertisement was viewed during which period. Subject to the above, the Advertiser is expressly prohibited from collecting information, storing information on or gaining access to information on the hardware of users of DPG Media's websites or apps via cookies, scripts or in any other way. More specifically, collecting data for the purpose of retargeting, audience targeting and behavioural targeting, data on the behaviour of users of DPG Media's websites or apps, is prohibited unless prior written consent thereto has been obtained from DPG Media.

22. ADDITIONAL CONDITIONS FOR PROGRAMMATIC BUYING

- 22.1 Additional conditions apply to advertising through programmatic buying. In terms of substance, advertisements must comply with the following requirements:
- no pop-ups/pop-unders, redirecting, view to app store, etc.;
 - clear presentation of the Advertiser/brand in the advertisement;

- c. the size of the advertisement must correspond to the size of the ad slot;
- d. serving blanks is not permitted;
- e. clear presentation of the Advertiser/brand on the landing page;
- f. no annoying/distracting display of advertisements;
- g. the communication must be in Dutch;
- h. advertisements may not be offensive in any way;
- i. spreading malware or other unwanted software is not permitted;
- j. the communication must be clear and comprehensible to visitors;
- k. DPG Media customarily blocks a number of sectors and/or topics. A list of these is available at <https://www.dpgmedia.nl/digitale-oplossingen/programmatic-buying>.

23. ADDITIONAL TERMS AND CONDITIONS FOR INDEBUURT

- 23.1 Additional terms and conditions apply to advertising on the indebuurt.nl platform. These are available at <https://indebuurt.nl/adverteren/advertentievoorwaarden/>.
