

EAGE TERMS AND CONDITIONS FOR ADVERTISING

1. Definitions

In these Terms and Conditions, the following terms (in so far as written with a capital letter in these Terms and Conditions) are defined as follows:

- 1.1. **Advertisement:** the commercial message or advertising communication from Customer, including those with an editorial and commercial nature (advertorial), in print or digital format, consisting of text and/or pictorial/(photo)graphic materials, to be published in Media;
- 1.2. **Advertisement Offer:** an offer from Publisher regarding one or more Advertisement(s);
- 1.3. **Advertisement Order:** a request for an Advertisement Offer from Customer;
- 1.4. **Agreement:** the agreement between Publisher and Customer concerning the publication of one or more Advertisements to which these Terms and Conditions apply;
- 1.5. **Customer:** the customer ordering one or more Advertisements;
- 1.6. **Media:** periodical(s) or website(s) from Publisher;
- 1.7. **Publisher:** the legal entity publishing the Advertisement(s) as mentioned in the Agreement;
- 1.8. **Terms and Conditions:** these Terms and Conditions for Advertising from Publisher;
- 1.9. **Writing:** written documents on paper (letter and fax) or digital (e-mail).

2. Applicability

- 2.1. These Terms and Conditions apply to all Advertisement Orders, Advertisement Offers, Agreements and any other (juristic) acts regarding Advertisements between Publisher and Customer in any form whatsoever.
- 2.2. Publisher waives the applicability of any (general) terms and conditions of Customer, unless explicitly agreed otherwise in Writing.
- 2.3. Deviations from these Terms and Conditions are only valid if they are explicitly agreed upon in Writing between Publisher and Customer and relate only to the Agreement specifically referred to.
- 2.4. In the event that one or more stipulations of the Agreement to which the Terms and Conditions apply deviates from the Terms and Conditions, the stipulations of the Agreement shall prevail, unless the relevant stipulation of the Agreement expressly states otherwise.
- 2.5. The Terms and Conditions also apply to activities and (juristic) acts of third parties engaged by Publisher for the purpose of the Agreement.

3. Ordering procedure

- 3.1. An Agreement is established after confirmation in Writing by Publisher of an Advertising Order, or after an Advertising Offer is signed and returned by Customer to Publisher.
- 3.2. At the first request of Publisher and within the (reasonable) term set by Publisher, Customer shall provide all specifications required to publish the Advertisement in the Media concerned and all information required for proper invoicing, such as the company information of Customer (name of the company and legal form, address and contact details).
- 3.3. Publisher shall, to the best of its abilities, try to meet the specifications of Customer, such as the preferred placement position in the Media as much as reasonably and technically possible, but cannot guarantee compliance with said specifications.
- 3.4. If Customer requests a change in the specifications after the Agreement has been established in accordance with clause 3.1, Publisher shall be entitled to charge additional costs.

- 3.5. Amendments or supplements to an Agreement are only binding if confirmed in Writing by Publisher.

4. Delivery of Advertisement(s)

- 4.1. Customer shall prepare and deliver the (draft) Advertisement(s) in conformity with Publisher's technical/material specifications, including those as set out in the EAGE Mediakit, at Customer's cost and expense. Publisher reserves the right to modify and/or amend a (draft) Advertisement in order to fulfil requirements for publication. Publisher reserves the right to charge Customer for such work, but accepts no liability for any amendments.
- 4.2. In case of digital Advertisement(s) (such as banner advertising), Customer shall provide digital files free of viruses, Trojans or other possibly damaging code. If such a file contains a hyperlink to any other source (such as a website), Customer informs Publisher of such source.
- 4.3. Digital Advertisements may only contain such information and code as is necessary to run the Advertisement effectively on the relevant Media. Such Advertisements may not contain tags, cookies, beacons or similar technology which identifies users of any of Publisher's Media, or enables Customer or any third party to serve such users with any advertising other than the Advertisement.
- 4.4. Deadlines mentioned in general information/brochures of Publisher are to be interpreted as guidelines and may change due to changes in publication schedules. Deadlines confirmed by Publisher in Writing in connection with the Agreement are leading. Customer is responsible for delivering error-free draft Advertisement(s) within the last-mentioned deadlines.
- 4.5. If Customer fails to deliver the draft Advertisement(s) within the last-mentioned deadlines or the draft Advertisement(s) cannot be reproduced, is/are incomplete, is/are unsuitable for publication, or the published Advertisement(s) does/do not comply with the draft as a result of an erroneous file, Publisher has the right to claim the agreed price and Customer has no right to (re)claim any costs or expenses or a refund. This also applies in case an error in a file is not immediately detectable upon delivery, but becomes apparent in the process of (preparation/or) publication.
- 4.6. Publisher shall publish the Advertisement(s) in (print) quality as is customary for the Media concerned, to the best of its abilities, provided that the draft Advertisement is delivered in accordance with Publisher's technical/material specifications.
- 4.7. Publisher is entitled to engage the services of third parties for the performance of the Agreement at its own expense and risk.

5. Warranties and indemnities

- 5.1. Customer undertakes and warrants that nothing prohibits the publication of an Advertisement. More specifically, Customer undertakes and warrants that:
 - (a) each Advertisement complies with all relevant national and international laws and regulations, including but not limited to the Dutch Advertisement Code, the Guidelines of the Dutch Advertisement Code Authority and data protection laws;
 - (b) Customer either owns, or is entitled to the use, all (the intellectual property) rights pertaining to the Advertisement(s) and all related materials (including, without limitation, information, documents, files, texts, (trade, company and personal) names, figures, images, photographs, drawings, portraits and all other (graphic) materials) which are being used in relation to the (publication of the) Advertisement(s);

- (c) no rights of third parties, including but not limited to intellectual property rights, are being infringed and an Advertisement is not defamatory or obscene;
 - (d) in case of digital advertising with a hyperlink as mentioned in clause 4.2, Customer is entitled to place such hyperlink and further warrants that the content of such source is not defamatory, objectionable, does not bring Publisher into disrepute and does not infringe any rights of any third parties.
- 5.2. Customer shall fully indemnify Publisher and hold Publisher harmless for any damages (direct or indirect) of Publisher in case of any non-compliance with the warranties mentioned in clause 5.1.
- 5.3. Customer is fully responsible and liable for the contents and legality of the Advertisement(s) and all related materials. Publisher shall have no obligation to verify the contents and legality of the Advertisement(s) or any other materials supplied by Customer or if publication thereof may cause damage to (third) parties. Any approval or similar notice from Publisher regarding the Advertisement or any materials supplied by Customer shall not be construed as an approval of the contents or confirmation of the legality.
- 6. Prices, invoicing and payment**
- 6.1. Prices of Advertisements are in euros, which prices are exclusive of VAT, and in accordance with Publisher's current price list valid on the day the Agreement is established in accordance with clause 3.1, unless Publisher and Customer agree otherwise in Writing.
- 6.2. Payments must be made within thirty (30) days after the invoice date. Discounts, setting off, suspension and debt compensation by Customer is not permitted. For payments by credit card a five per cent (5%) surcharge is applicable.
- 6.3. Customer is (automatically) in default merely because of the expiry of the payment period, without any demand, notice of default or judicial intervention being necessary. Publisher shall be owed default interest of one tenth per cent (0.1%) of the outstanding amount for each day that Customer is in default, without prejudice to Publisher's rights to demand immediate payment of the entire outstanding amount, and without prejudice to Publisher's other rights in such situation. In case of default, Customer is liable for the payment of Publisher's actual collection costs (including all legal fees and court fees).
- 6.4. In case of default as mentioned in clause 6.3 and notwithstanding the payment obligation of Customer, Publisher, without any liability towards Customer, retains the right to suspend or cease and not to resume the publication of any (future of remaining) Advertisements.
- 7. Refusal, cancellation and termination**
- 7.1. Publisher reserves the right to refuse or withdraw Advertising Orders and/or (the publication of) Advertisements or any materials delivered by Customer without any liability towards Customer, if the Advertisement does not comply with these Terms and Conditions, including but not limited to the undertakings mentioned in clause 5.1, or if Publisher believes this may cause Publisher or Customer to be liable to any (third) party due to the contents or orientation, or is not consistent with Publisher's ethical guidelines or applicable law, or is otherwise inadmissible for Publisher. Publisher shall inform Customer of such refusal or withdrawal in Writing, but shall have no obligation to justify its decision.
- 7.2. Cancellation of the publication of an Advertisement may only be requested by Customer in Writing, and under the following cancellation terms:
- (a) Customer pays a fee of seventy per cent (70%) of the agreed price of the Advertisement(s) concerned in case of a cancellation received by Publisher up to six (6) weeks before the scheduled date of the publication;
 - (b) Customer pays a fee of one hundred per cent (100%) of the price of the Advertisement(s) concerned in case of a cancellation received by Publisher less than six (6) weeks before the scheduled date of the publication.
- 7.3. In case of early cancellation of a (part of a) series of Advertisements, the prices of the Advertisements that have been published up to and including the date of cancellation will be (re)calculated on the basis of the prices for individual Advertisements. With regard to cancellations of such Advertisement(s) that were scheduled to be published after the date of cancellation, the fee(s) as set out in clause 7.2 shall apply.
- 7.4. Publisher is entitled to terminate any Agreement or cancel any Advertising Order, without further notice of default and with immediate effect, without any liability towards Customer, in any of the following events:
- (a) a suspension of payments, whether or not provisional, is granted vis-à-vis Customer;
 - (b) Customer loses the power to freely dispose of its assets or a substantial part thereof, for example, as a result of attachment of assets;
 - (c) a petition to declare Customer bankrupt is filed or Customer is declared bankrupt;
 - (d) Customer takes steps to cease its business operations or an important part thereof;
 - (e) Customer assigns its assets;
 - (f) Customer does not or does not fully fulfil any obligation incumbent upon it under the law or the Agreement, or acts contrary to the Agreement and/or these Terms and Conditions, even after a reasonable term has been given to comply with its obligations.
- 7.5. Customer is entitled to terminate an Agreement or cancel an Advertising Order if Publisher fails to comply with the Agreement or these Terms and Conditions and Publisher still does not comply after a reasonable term has been given to do so. More specifically: if Publisher fails to publish an Advertisement or the Advertisement is erroneous (e.g. and error or misprint) due to a fault of Publisher, Customer has to grant Publisher a new opportunity to (re)publish the Advertisement and Publisher is not liable for any damage resulting thereof. Publisher will at its own discretion (re)publish, or make a reasonable refund of the price paid or adjustment of the agreed price. If (re)publishing the Advertisement is no longer useful given the circumstances (for instance if an event has already taken place for which the Advertisement was ordered) Publisher will make such a refund or adjustment.

8. Liability

- 8.1. Customer must notify Publisher in Writing of any claims it may have concerning the published Advertisement(s) within thirty (30) days of the publication of the relevant Advertisement(s) – in the absence of which any right on Customer's part to claim damages from Publisher shall lapse. Publisher accepts no liability for the repetition of an error in an Advertisement ordered for more than one publication, unless Publisher is notified in Writing immediately when the error first occurs.
- 8.2. To the fullest extent permitted by law, under no circumstances shall Publisher be liable for any indirect, consequential, special, exemplary, incidental or punitive damages, such as loss of (future) profits or other economic loss, damages for delay, third party claims and suchlike, even if parties have been advised of the possibility of such damages.
- 8.3. Publisher's total liability to Customer, including liability arising out of an Agreement, negligence or tort, or warranty, shall not exceed the amounts actually paid by Customer under an Agreement. If and in so far as Publisher's limitation of liability contravenes the provisions of applicable mandatory legislation or is not upheld by a court of law for any reason whatsoever, and this results in Publisher being liable for any loss on Customer's side (which is deemed to include any indirect loss), Publisher's total liability shall be confined to the amount as paid out by the liability insurance of Publisher in the case concerned, and in case such damages are not insured or paid by the insurance company the total liability from Publisher towards Customer shall be confined to an amount of fifty thousand euros (€ 50,000.00).

9. Force majeure

- 9.1. Should any circumstance arise which prevent parties from full or partial fulfilment of any of their respective obligations under the Agreement, such as: a non-attributable failure of third parties or suppliers engaged, temporary unavailability or inadequate availability of hardware, software and/or internet or other telecommunication connections required for the publication of the Advertisement(s), acts of God, strikes, war, military operations of any character or any circumstances beyond the reasonable control of parties, the time stipulated for the fulfilment of obligations shall be revised to the parties' mutual consent in Writing.
- 9.2. If the above circumstances remain present or are expected to remain present for a continuous period exceeding more than thirty (30) days and – due to the nature of the duties and obligations under the Agreement – the fulfilment of the obligations cannot reasonably be revised or postponed or reasonably be expected to be revised or postponed, each party shall have the right to renounce any further fulfilment of its obligations under the Agreement and in this case parties are not entitled to demand indemnification of any (possible) damages.
- 9.3. The party which is aware of any circumstances preventing the fulfilment of its obligations under the Agreement as referred to in this clause is obliged to inform the other party in Writing with regard to the commencement and (expected) duration thereof within five (5) days. In the event that such party does not inform the other party, as stipulated above, it will not have the right to refer to these circumstances as a release from its liability.

10. Confidentiality

- 10.1. Parties reciprocally commit to keep in strict confidence all information of a confidential and/or business-sensitive nature, unless a party is required to disclose information pursuant to a statutory provision or a duly given order by a public body. Parties commit to only use this information within the framework of this Agreement. This includes, inter alia, that parties will not make this information available to third parties and will not copy the same other than required for the implementation of the Agreement.
- 10.2. Parties shall see to it that the obligations as intended in the previous clause are complied with by its staff, agents and agencies.

11. Miscellaneous

- 11.1. If Publisher, for reasons of its own, waives any right or otherwise appeases Customer, these appeasements shall be limited to the specific circumstances of the case and shall have no influence whatsoever on the rights that Publisher may invoke in such other situations.
- 11.2. If any stipulation of the Agreement and/or these Terms and Conditions is invalid, the remaining stipulations of the Agreement and/or these Terms and Conditions shall remain in effect. Parties shall agree on a new stipulation that is as close as possible to the intent of parties while being legally valid.
- 11.3. The parties are not entitled to transfer their rights and obligations arising from the Agreement or these Terms and Conditions to a third party without the prior consent in Writing of the other party. Publisher may however transfer its rights and obligation arising from the Agreement and these Terms and Conditions to a group company without any further consent of Customer being required. Publisher will inform Customer in Writing of such a transfer of rights and obligations.

12. Applicable law and competent court

- 12.1. The Agreement and these Terms and Conditions are solely governed by and construed in accordance with Dutch law.
- 12.2. Disputes between the parties resulting from or otherwise connected to the Agreement and/or these Terms and Conditions, including but not limited to disputes that are only deemed to be such by one of the parties, shall be resolved as much as possible by consultation. Any dispute not resolved by the parties can solely be brought before the competent court in Utrecht, the Netherlands.