

## GENERAL TERMS AND CONDITIONS FOR ADVERTISING TMG

These terms and conditions comprise four parts:

- I General
- II Supplementary Provisions Concerning Advertisements in Printed Publications
- III Supplementary Provisions Concerning Advertisements in Digital Publications

### I GENERAL

#### Article 1. Definitions

The following terms shall have the following meanings in these conditions.

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

**Advertiser:** the natural person or legal entity which, either directly or via or by granting authority to a third party (such as a Media Agency), purchases Advertising Space from TMG.

**Advertising Agreement:** an Advertising Order or an Advertising Contract, including these Terms and Conditions.

**Advertising Contract:** a contract between the Customer and TMG in which the Customer enters into the obligation with effect of the agreed date and for the agreed term by way of placing one or more Advertising Orders to purchase the agreed minimum volume of Advertising Space.

**Advertising Materials:** the materials required to produce and publish the Advertisement.

**Advertising Order:** an order for the placement of one or more Advertisements that may or may not fall within the scope of an Advertising Contract.

**Advertising Space:** the agreed space, expressed in units that are customary for the Medium in question, available for the Customer's Advertisements pursuant to the Advertising Agreement.

**Advertisorial:** an Advertisement that in terms of form and content looks like an editorial page, but is in fact supplied or sponsored by an Advertiser.

**Cookie:** each cookie, pixel, or other similar technology through which, by means of electronic communication network, data is collected, data is stored on or access is gained to data that is stored on terminal equipment of an user of the Medium.

**Customer:** the Advertiser and/or the Media Agency with whom TMG enters into an Advertising Agreement.

**Delivery Date:** the time and date established by TMG by which the Advertising Materials must have been delivered to TMG at the latest.

**Influencer:** a third person, for instance a blogger or vlogger, that TMG uses to publish an Advertorial on the platform of the Influencer.

**Media Agency:** the natural person or legal entity that professionally or in a commercial capacity for Advertisers, either in the name of the Advertiser or its own name, enters into an Advertising Agreement with TMG. An advertising agency can also be a Media Agency in the meaning of these Terms and Conditions.

**Medium:** the communication means that is used by TMG to transmit the Advertisement to the public.

**Plus Proposition:** an enclosure with an Advertisement or Medium such as an insert.

**Terms and Conditions:** these General Terms and Conditions for Advertising.

**TMG:** Telegraaf Media Groep N.V., as well as its operating groups and subsidiaries of the latter, insofar as they sell Advertising Space under the applicability of these Terms and Conditions.

#### Article 2. Applicability

1. Part I of these Terms and Conditions is applicable to and forms an integral part of all Advertising Agreements that are concluded by or on behalf of the Publications of TMG, unless these Terms and Conditions are explicitly declared not to be applicable or other terms and conditions are declared to be applicable.
2. In addition to Part I and depending on the nature of the Advertisement and/or the nature of the Publication(s), Part II, Part III and/or Part IV of these Terms and Conditions also apply to the Advertising Agreement. In the event of any contradictions between one or more applicable components, the part with the highest figure shall prevail.

3. Any (general) terms and conditions of the Customer expressly do not apply.
4. In the event of any contradictions between these Terms and Conditions and the Advertising Agreement, the provisions of the Advertising Agreement shall prevail.
5. In the event of any contradictions, inconsistency or deviation between the Dutch and English text of the Terms and Conditions, the Dutch text shall prevail.

#### Article 3. Advertising Agreements General

1. The Advertising Agreement is only concluded after written confirmation by TMG to the Customer or by placing the Customer's Advertisement.
2. The Customer is liable for the fulfillment of all obligations arising from the Advertising Agreement. The Customer who in its own name but on behalf of an Advertiser enters into an Advertising Agreement is responsible for the fulfillment of the Advertising Agreement by the Advertiser.
3. If a Media Agency enters into an Advertising Agreement in the name and on behalf of an Advertiser, the Media Agency must demonstrate at TMG's request that it's authorized to act in the name and on behalf of the Advertiser. If this is not demonstrated to TMG's satisfaction, the Media Agency is considered to have acted in its own name and for its own account as Customer.
4. Advertising Agreements which are settled based on the cost per thousand impressions ("CPM") in which the agreed number of impressions is not attained within the agreed period, shall – only if and insofar as the non-attainment of the agreed number of impressions is the consequence of a decrease in reach of the relevant Medium - in consultation with the Customer:
  - a) Be halted, in which case only the attained CPM is invoiced and the relevant Advertisement is removed;
  - b) Be extended until the time at which the number of agreed CPM is attained, whereby it can be decided to place the Advertisement in one or more different Media.
5. 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 the control at the time of concluding the Advertising Agreement.

#### Article 4. Advertising Contracts

1. Notwithstanding the provisions of Article 3 paragraph 5, an Advertising Contract shall solely apply to Advertising Orders placed on behalf of the Advertiser himself or, if the Customer is a Media Agency, on behalf of the Advertiser for whom the Advertising Contract was concluded.
2. An Advertising Contract is entered into for the term of one year and commences on the date referred to in the Advertising Contract, unless otherwise agreed in writing by TMG and the Customer.
3. Except in the cases stated in Article 3 paragraph 4, if at the expiry of the contract term, the Customer has not used all of the Advertising Space, the remaining Advertising Space shall lapse and the Customer can make no claim for restitution in the form of money, Advertising Space or in any other form whatsoever. Unless otherwise agreed, the Customer is in that case, at TMG's discretion, obliged to pay for the unused Advertising Space or to make an additional payment to cover the rate (including related discount rate) that applies to the Advertising Space actually purchased.
4. At the request of the Customer the Advertising Space may be expanded during the term of the Advertising Contract. In that case TMG, in consultation with the Customer, agrees on the rate that applies to the expansion. This rate cannot be applied with retroactive effect to already placed Advertisements/Advertising Orders, but solely applies to Advertisements/Advertising Orders to be placed subsequently.
5. An Advertising Contract ends automatically once the full Advertising Space has been used or the agreed term has expired. Premature termination is not possible.
6. An Advertising Contract must be concluded before the first placement or Advertising Order is made. It is not possible to

convert individual Advertising Orders into an Advertising Contract except with TMG's consent.

7. If the calculation basis for an Advertising Contract changes (minimum millimetres to be purchased becomes minimum amount to be spent or vice versa), TMG will be entitled to terminate the Advertising Contract prematurely or to convert it according to the new calculation basis.

#### **Article 5. Advertisements**

1. The Customer is solely responsible for the content of submitted Advertisements.
2. Advertisements may not contain statements that are contrary to the law, other regulations (including the Netherlands Code of Advertising), public order or public decency or that contravene the (intellectual property) rights of third parties. The Customer shall indemnify TMG, both judicially and extra-judicially, from and against all claims by third parties in this respect and all damages incurred or to be incurred by TMG as a result or in relation thereto.
3. Qualifying Advertisements must bear a valid KOAG/KAG stamp to that effect.
4. TMG reserves the right to alter the text, form and size of all Advertisements according to its own discretion and in all reasonableness, without the Customer being entitled to compensation for damages or restitution of the Advertising price or a portion thereof.
5. TMG reserves the right to refuse an Advertisement or Advertising Order without providing justification, without incurring any liability towards the Customer in relation to such refusal.
6. TMG does not grant the Customer any exclusivity, such as in respect of products or services offered in the Advertisement, unless specifically agreed upon otherwise in writing. TMG is entitled, at its discretion, to accept Advertisements from third parties and to place these Advertisements in a random position in the same Medium, unless specifically otherwise agreed upon in writing.
7. Any requests by the Customer for a preferred specific position in the Medium can only be honoured based on availability and on the condition that the Customer pays the applicable surcharge for the requested position.
8. Options on (specific) Advertising Space, Advertorials or Plus Propositions are valid for a period of two months, unless decided otherwise by TMG. TMG can shorten this term in the interim, if a third bidder expresses interest in purchasing this specific Advertising Space. If by the end of this period the Customer fails to notify TMG in writing of its wish to make use of the option, it shall automatically lapse.
9. Advertisements in Erotic columns must contain the municipal licence number of the company being advertised or a combination of its VAT number and postcode. If the Advertisement does not contain this information it shall be refused. The costs of including this additional line are for the account of the Customer.
10. The Customer itself must ensure payment of any licence fees to entitled parties or their representatives such as BUMA/STEMRA.

#### **Article 6. Advertising Materials**

1. The Advertising Material must be delivered to TMG before the Delivery Date and in accordance with the specifications most recently made known by TMG. The Customer shall bear the risk of delivering the right Advertising Materials and on time, regardless of the transmission method.
2. TMG is entitled not to publish Advertising Material delivered after the Delivery Date or not in accordance with the requirements of this article or to charge the Customer extra costs for publication, without prejudice to the Customer's obligation to pay an amount reasonable in TMG's opinion, to the maximum amount involved by the Advertising Order in question.
3. TMG undertakes to handle the Advertising Materials received with due care. However, TMG cannot be held responsible for Advertising Materials that are damaged, lost or otherwise rendered unusable by whatever manner.
4. The Customer guarantees that the electronic Advertising Materials delivered are secure and do not contain any computer viruses, Trojan horses, worms or other programs that may

damage TMG's computer systems, computer programs or Publications. In addition, the Customer undertakes not to use any equipment and/or software when submitting Advertising Materials online that could disrupt the normal operation of TMG's Publications, nor send data that due to its size and/or properties may disproportionately overload the infrastructure of TMG's Publications.

5. TMG endeavours to reproduce the Advertising Material provided in the Medium as well as possible. TMG cannot, however, guarantee exact reproduction and the Customer should take any variances in printing or colour into account.
6. TMG does not guarantee the quality of the reproduction of an Advertisement in the Medium.
7. TMG is entitled to destroy the Advertising Materials following the completion of the Advertising Agreement or (in case of electronic materials) to erase them.
8. All intellectual and other property rights to the Advertising Material produced by TMG are vested in TMG.
9. Corrections shall be accepted and executed by TMG if and insofar as this is reasonably possible in TMG's opinion.

#### **Article 7. Special Provisions Governing Advertorials**

1. The word 'Advertisement', 'Advertorial', '#spon', '#ad' or words of similar meaning, shall at all times be shown with an Advertorial.
2. Advertorials are only accepted by TMG, if TMG agrees to their content. TMG can refuse to place Advertorials at any time without explanation, without the Customer being able to hold TMG liable.
3. The lay-out and typography of the Advertorial should differ sufficiently from the (page) plan and the heading and/or body font of the Medium, at TMG's discretion.
4. The name of the Advertorial's sponsor must be clearly stated.
5. The Customer's logo and the relevant product must be clearly shown in a pack shot in the Advertorial.
6. Advertorials produced or coproduced by TMG or an Influencer remain property of TMG or the relevant Influencer. The Customer is prohibited from re-using the Advertising Materials used for other media and/or other activities, without TMG's prior permission.

#### **Article 8. Rates and Payment**

1. The amount owed pertaining to an Advertising Agreement is determined on the basis of the applicable rate chart and any discounts. Discounts can only be provided to intermediaries of real estate, undertakers and bailiffs for separate Advertisements that are directly related to the intermediary's profession.
2. During the term of an Advertising Contract, TMG is entitled to amend the rates on the rate card. This amendment shall be charged on to the Customer with regard to Advertising Orders still to be placed. TMG shall notify the Customer of any such rate changes in writing.
3. All rates are exclusive of VAT, unless stated otherwise.
4. Payment of the amount owed in relation to an Advertising Agreement must be made within 14 calendar days from the invoice date, unless a different payment term is stated on the invoice. Set off of any claim Customer may have towards TMG is not allowed without TMG's explicit consent.
5. In the event of electronic payment, payment shall be made in a secure banking environment of a third party. TMG has no influence on this and is therefore not responsible or liable for the use or unavailability of this banking environment.
6. Invoicing under an Advertising Agreement shall as a rule take place after each placement of an Advertisement. If placement occurs over a longer period, TMG is entitled to invoice at least once a month. TMG is entitled to claim advance payment and/or to invoice for partial payments. All costs associated therewith are for the account of the Customer.
7. The terms referred to in this article apply as deadlines. In the event that the full amount owed is not paid within the specified term, the Customer shall be deemed to be ipso jure in default of payment and from the due date Customer shall be subject to an interest of 1% per month on the outstanding amount, for which part of a month qualifies as a whole month. In the event of late

payment, TMG is furthermore entitled to invoice the Customer for administrative costs.

8. In the event that the Customer defaults on one or more instalments, TMG will be authorised to demand and claim all amounts owed for all future instalments pursuant to the Advertising Agreement at once and in full.
9. All legal and other costs related to the collection of the amount owed are for the account of the Customer. The extrajudicial costs amount to at least 15% of the principal amount owed, plus interest, with a minimum of €40 for classified ads and €150 for other Advertisements.
10. Complaints concerning an invoice must be submitted to TMG in writing no later than three weeks from the invoice date, failing which the claim shall become void. If the Customer disputes a portion of the invoice, he is obliged to remit the non-disputed portion to TMG on time.
11. If TMG receives the original amount owed after the date on which TMG has incurred legal and/or other collection expenses, then the amount received is first used to offset these collection expenses, followed by the interest owed, followed by the administrative costs and finally the original invoiced amount.
12. The Advertiser as well as the Customer is jointly and severally liable at all times for payment of any amounts owed to TMG pursuant to the Advertising Agreement.

#### **Article 9. Transparency**

1. TMG may grant fixed and variable discounts to a Media Agency, including bonus discounts, the amount of which depends on the net annual revenue realised on the basis of the Advertising Agreements concluded with or via the intermediary of the relevant Media Agency.
2. The Media Agency acting as the mandatory or intermediary for an Advertiser is obliged to inform the Advertiser ahead of time and at its own initiative concerning any interest, financial or otherwise, that the Media Agency may have in the establishment of an Advertising Agreement with TMG. The Media Agency must in this respect adequately discharge its obligation of transparency towards the Advertiser(s) that it represents.

#### **Article 10. Cancellation of the Advertising Order**

1. In case of cancellation of an Advertising Order by the Customer, TMG is, at its discretion, entitled to invoice the Customer for a reasonable amount, with a maximum of the full amount due for the relevant Advertisement or Advertising Order.
2. Cancellations must at all times be communicated in writing.
3. The expenses incurred by TMG in relation to any specific requirements pertaining to the Advertisement or in relation to a Plus Proposition will at all times be fully for the account of the Customer in the event of a cancellation.
4. A cancellation based on this Article does not relieve the Customer from its (other) obligations under the Advertising Agreement.

#### **Article 11. Shortcomings, Liability, Force Majeure and Bankruptcy**

1. If the Customer and/or Advertiser fails to fulfil its obligations under the Advertising Agreement, TMG will be entitled to suspend implementation of the Advertising Agreement for as long as the Customer fails to fulfil its obligations.
2. If the Customer or Advertiser, following written notification of default by TMG, within the term specified by TMG, still fails to meet its obligations, TMG will be entitled to dissolve the Advertising Agreement in whole or in part. In the event a strict deadline, such as a payment term, is exceeded, the Customer will automatically be in default, without the need for a notification of default.
3. Suspension or dissolution by TMG does not release the Customer from its obligation to pay the full amount of compensation arising from the Advertising Agreement. The suspension, dissolution or other termination of the Advertising Agreement furthermore does not prejudice TMG's right to compensation from the Customer for damages suffered by TMG arising from or related to such suspension, dissolution or other termination.

4. The Customer is liable for all costs or damages incurred or suffered by TMG respectively as a result of or in relation to a failure of the Customer and/or Advertiser to fulfil its obligations under the Advertising Agreement. The costs or damages to be compensated by the Customer consist of, but are not limited to, the direct and indirect damage suffered or to be suffered by TMG, as well as the expenses incurred by TMG for obtaining legal assistance.
5. The Customer indemnifies TMG, judicially as well as extrajudicially, for any third-party claims related to its failure by Customer and/or Advertiser to meet its obligations to TMG, or its failure to do so on time, expressly including any claims related to the content or unlawful content of an Advertisement.
6. TMG can only be held liable for damage suffered by the Customer in case of deliberate intent or gross negligence on the part of TMG.
7. Any liability on the part of TMG, per occurrence, is at all times limited to the amount due by the Customer for the relevant Advertisement or Advertising Order. TMG's liability for indirect damage (including, but not limited to consequential losses, losses due to delays and loss of profits) is expressly excluded. With regard to repeat placements of an Advertisement, TMG is solely liable for those inaccuracies where notification was made by the Customer after the first, but with sufficient lead time prior to the second placement.
8. TMG is entitled to suspend the execution of the Advertising Agreement or at its discretion, to dissolve the Advertising Agreement in whole or in part in the event TMG encounters unforeseen circumstances beyond its control or in the event of a Force Majeure. In such event, TMG is not liable for any compensation of any damages whatsoever suffered by the Customer. The term Force Majeure in any event is defined as shortcomings on the part of TMG's suppliers or other business relations, strikes, (unforeseen) government regulations, terrorist attacks or concrete threats of such attacks, war, fire, natural disasters, the temporary lack of availability or adequate availability of hardware, software and/or the internet or other telecommunication connections required for the placement of an Advertisement by TMG as well as any other situation over which TMG is unable to exercise decisive control.
9. TMG is entitled to terminate the Advertising Agreement with immediate effect by registered letter, without prejudice to the Customer's obligation to pay the full amount owed for the Advertising Agreement, if the Customer is granted moratorium of payments, provisional or not, the Customer's bankruptcy is applied for or it is declared bankrupt, the Customer's business is liquidated, the Customer ceases its business or a considerable part of the Customer's assets are seized or if the Customer is otherwise no longer able to observe the obligations ensuing from the Advertising Agreement. If an Advertising Contract is concluded on behalf of a third party and the third party is declared bankrupt during the term of the Advertising Agreement, the Customer will be entitled to pay the difference between the discount received and the discount that on the basis of the amount already spent would apply according to the applicable rate card, instead of paying the amount still owed.

#### **Article 12. Editorial independence and content of third parties**

1. The editing of the Medium in which the Advertisement is placed is fully independent in the decisions which it takes with respect to the content of publications in the Medium. TMG under the Advertising Agreement consequently is not liable in any way for any costs or damages respectively incurred or suffered by the Customer due to the editorial focus of the Publication(s).
2. Likewise, TMG is not liable for any damage caused on the side of the Customer by content uploaded or placed by third parties in the Publication.

#### **Article 13. Complaints**

1. The Customer accepts that, due to a variety of reasons, variances may occur between the supplied Advertising Materials and/or any galley proofs and the display or reproduction of the Advertisement in the Publication(s).
2. Any complaints concerning the execution of an Advertising Agreement, including complaints in respect of the manner of



reproduction, the placement or the colour quality, must, at the risk of forfeiting the associated claim, be submitted in writing to TMG within 14 days after the (initial) publication date of the Medium in which the relevant Advertisement is published. Complaints concerning the execution of orders communicated by telephone or hand-written orders shall not be accepted.

3. If a complaint is reported in accordance with this article and the shortcoming in the performance of the Advertising Agreement can be attributed to TMG, TMG, without owing any damages vis-à-vis the Customer, shall endeavour to its best ability to offer the Customer the most equivalent alternative possible.
4. Complaints concerning an Advertising Agreement or its execution, do not discharge the Customer from fulfilling its obligations, including the timely payment of the agreed upon compensation concerning the relevant Advertisement.

#### **Article 14. Deviation from and Modification of the Terms and Conditions**

1. Any deviations or additions to the Advertising Agreement and these Terms and Conditions are solely valid after explicit prior confirmation by TMG.
2. TMG is entitled to unilaterally amend the Terms and Conditions. Unless otherwise indicated the changed Terms and Conditions take effect on the date on which they are published on [www.tmg.nl/advertentievoorwaarden](http://www.tmg.nl/advertentievoorwaarden). Effective on the above-mentioned date, the changed Terms and Conditions automatically apply to all existing Advertising Agreements.

#### **Article 15. Miscellaneous**

1. TMG may engage third parties at its own discretion in the performance of the Advertising Agreement.
2. TMG is entitled, but not obliged, to include the Advertisements in other Publications within the TMG group. The Customer may not invoke any rights from new or other placements.
3. The Customer provides advance permission to TMG to transfer its rights and obligations under the Advertising Agreement to a third party.
4. The nonbinding character or invalidity of one of the provisions of these Terms and Conditions does not affect the validity of the other provisions.
5. If one or more provisions of these Terms and Conditions appears to be invalid or void, the provision in question shall be replaced by a legally admissible provision which corresponds to the intent of the lapsed provision as far as possible.
6. TMG is entitled at all times to terminate Advertising Agreements in part or in full prematurely, if it decides to discontinue the operation of one or more components of the Publication which the Advertising Agreement refers to.
7. TMG decides in situations not provided for by these Terms and Conditions.
8. The Customer and the Advertiser are not entitled to use the (sub)titles and/or logos of the Media or TMG, without TMG's prior consent.

#### **Article 16. Processing of personal data**

1. TMG shall record the Customer's data for the performance of the Advertising Agreement as well as in order to be able to inform the Customer about TMG's other products and services. The data is recorded in accordance with the privacy statement which can be found on the Medium's website.
2. If the Advertisement contains personal data, TMG acts as processor and the Advertiser as controller in the context of the General Data Protection Regulation (GDPR). TMG will only process this personal data for the purpose of the execution of the Advertising Agreement.
3. To the extent that the processing of the personal data referred to in paragraph 2 falls within the scope of the GDPR, TMG agrees with regard to these data:
  - a) to process the data exclusively for the purpose described in paragraph 2 and in accordance with the written instructions given by the Customer prior to entering into the Advertising Agreement;
  - b) except to the extent that disclosure and/or transfer is the purpose, treat the data confidentially and not to distribute

this data to third parties (other than sub-processors) without the prior written consent of the Customer;

- c) take all appropriate technical, physical and organizational measures for safe processing, storage or storage;
  - d) on request, to provide the Customer with assistance in fulfilling of the duty of the Advertiser to respond to requests for exercising the rights of data subjects, insofar as possible;
  - e) to retain the data no longer than is reasonably necessary and to destroy this data, including data and information derived from the provided data and copies made, immediately after full fulfilment of the Advertising Agreement, provided that TMG is entitled at all times to store the data as part of its (digital) archive of the Medium in which the Advertisement is placed;
  - f) not to process the data (or have it processed) in countries outside the European Union, unless this is legally permitted;
  - g) immediately inform the Customer and provide a report within a reasonable period if TMG knows or suspects that there is unauthorized use, security incidents or data breaches with regard to the data, and cooperate with the Customer to recover this data and, if necessary, to inform data subjects and to prevent further unauthorized use, distribution or disclosure;
  - h) inform the Customer without delay if a competent authority has made a legally binding request for the provision of the data, unless this notification is prohibited;
  - i) give the Customer the opportunity to audit the execution of and compliance with the provisions of this paragraph regarding the storage and use of personal data.
4. TMG may engage third parties in the performance of the Advertising Agreement which, in respect of any personal data contained in the Advertisement, act as sub-processors. TMG ensures that these sub-processors are bound by the same or equivalent obligations as the obligations of TMG pursuant to paragraph 3 of this article. Upon request, TMG will inform the Customer about these sub-processors. The Customer can object to the provision of personal data in the Advertisement to these sub-processors. In that case, TMG is entitled to dissolve the Advertising Agreement.

#### **Article 17. Applicable Law and Competent Court**

1. Dutch law applies to the Advertising Agreement and these Terms and Conditions.
2. Any disputes arising from the Advertising Agreement will in the first instance exclusively be brought before the competent court in Amsterdam.

## **II SUPPLEMENTARY PROVISIONS CONCERNING ADVERTISEMENTS IN PRINTED PUBLICATIONS**

#### **Article 18. Special provisions concerning Plus Propositions**

1. The number of Plus Propositions per Medium is limited. TMG determines how many Plus Propositions shall be honoured per Medium.
2. In respect of Plus Propositions, the format and any other particulars specified by TMG and communicated to the Customer apply.
3. The price of a Plus Proposition is in part determined on the basis of the (additional) production, printing and delivery costs to be incurred by TMG.
4. A Plus Proposition may not contain gases or any other hazardous substances.
5. If the Plus Proposition comprises an insert that needs to be affixed to the Publication, such as a sachet, TMG cannot guarantee that the insert shall be positioned precisely in the desired location in the Advertisement. The Customer must allow for a certain variance in location.
6. TMG cannot guarantee that the entire edition of the Medium in question shall contain the enclosure. The Customer must in all reasonableness count on a certain variance in the inclusion of the insert.

7. TMG cannot guarantee that the print run stated is correct and is therefore not liable for a possible shortage or excess of inserts.
8. The Customer releases TMG judicially as well as extra-judicially of all third-party claims related to the distribution and content of the Plus Proposition.

#### **Article 19. Post box numbered letters**

1. TMG is entitled to open post box numbered letters received in response to the Advertisements insofar as this is necessary for the purpose of forwarding such letters to the Customer.
2. Post box numbered letters that in the opinion of TMG do not constitute a bona fide response to the content of the relevant Advertisement shall be destroyed.
3. Brochures, printed matter, samples, packages, etc. that are sent to a post box number shall not be forwarded.

#### **Article 20. Proof of Advertising Copy**

1. At the request of the Customer TMG shall make a proof number of the Medium available in digital or printed form, at TMG's discretion. The foregoing does not apply to classified ads.
2. If an Advertisement is placed in multiple Publications and/or editions of the same Medium, TMG will be entitled to charge the Customer for the costs, as determined by TMG, of the additional proof of advertising copies provided at the request of the Customer.

#### **Article 21. Overseas Editions**

It is not possible to guarantee the granting of a request for the placement of an Advertisement in editions of a Medium that are printed abroad. Furthermore, it is not possible to guarantee the desired colour composition and the desired format of such Advertisements.

### **III SUPPLEMENTARY PROVISIONS CONCERNING ADVERTISEMENTS IN ELECTRONIC PUBLICATIONS**

#### **Article 22. General Impressions**

1. This part of the Terms and Conditions only applies to display advertisements, such as buttons, banners, skyscrapers, etc, and to digital Advertorials. This part of the Terms and Conditions explicitly does not apply to classified ads and search engine advertising.
2. If a measuring system is used to establish the fee owed by the Customer (for example to determine the number of clicks or leads) TMG's systems shall be decisive.
3. TMG endeavours to publish the Advertisement during the entire agreed publication period. However, TMG cannot guarantee that the Advertisement shall be published uninterruptedly, without disruption and/or errors or that the Medium shall be accessible at all times. TMG is not liable in any way for any damage ensuing from the Medium not being available temporarily or otherwise.
4. TMG is entitled, without prior notification, to put the Medium temporarily out of use and/or limit its use, if such is necessary and in its reasonable opinion, for example in the scope of the required maintenance of the Medium.

#### **Article 23. Premium Display Advertising**

1. Premium Display Advertising is defined as the exclusive right granted to a Customer to advertise on an internet page or internet site in TMG's portfolio. This exclusivity only applies to the fixed display positions and in no case to the text links.
2. With Premium Display Advertising, TMG makes the use of frequency caps available to the Customer at no cost.
3. In the event of Premium Display Advertising, the Customer will be entitled to add image and sound to Advertisements at no additional costs. TMG may set further rules for the form and content of the audiovisual material, such as limits on the size and maximal duration. TMG is entitled, if necessary without giving reasons, to approve these extra expressions.
4. With Premium Display Advertising, the Customer, at no additional cost, is entitled to modify the Advertising Material on a weekly basis. The Advertising Materials must be supplied in accordance with the delivery specifications communicated by TMG.

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

1. Fixed Position Advertising is defined as the right to advertise at a fixed position on an internet page or internet site in TMG's portfolio.
2. Should circumstances cause the Customer's fixed position to be unavailable, TMG will be entitled to suspend or cancel the placement of the Advertisement, without any right on the part of the Customer to compensation for costs incurred and/or damages suffered.

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

1. Performance campaign means a campaign where the Advertisement is placed automatically by the ad management system (AMS) of TMG on various Media within the network of TMG and, if agreed upon, third-party media.
2. TMG will use reasonable efforts to achieve the highest possible click-through rate (CTR) during the performance campaign. However, TMG makes no guarantees with respect to CTR's or conversion.
3. The Customer will, at its request, receive real-time insight in the performance campaign through the AMS.

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

1. Electronic budget shall mean the agreed budget which the Customer can use to make the payment owed for one or more Advertisements when he places an Advertising Order online.
2. The balance of the electronic budget may be subject to a maximum set by TMG.
3. The Customer is responsible for keeping its account data (username and password combination) for managing its electronic budget secret. The Customer is also liable for all the use made of its electronic budget via its account.
4. TMG does not carry out any advance control on the Advertising Orders placed online. Any errors in the Advertising Orders are therefore for the Customer's full account and risk.

#### **Article 27. Additional Costs**

1. Any additional costs associated with electronic Advertisements, including production costs and external hosting costs in the context of display advertising, are for the account of the Customer.
2. If the Customer refuses to accept the costs identified in paragraph 1 above, TMG will be entitled to discontinue the Advertising Agreement with immediate effect, without being liable for compensating the Customer for any costs whatsoever.

#### **Article 28. Cookies, pixels and suchlike**

1. When Cookies are being used by or on behalf of Customer and/or the Advertiser with the placement or delivery of Advertisements, the responsibility therefore and the responsibility to comply with applicable laws and regulations in this respect (in particular article 11.7a Telecommunications Act (TA) and the GDPR) lies entirely with the Customer. To the extent personal data is being processed through the use of Cookies by or on behalf of Customer and/or Advertiser, Customer or the Advertiser solely determines the purposes and means of this data processing (within the limits as set out in the Advertising Agreement) and TMG does not process this data in any way. Customer or the Advertiser is therefore the controller of this data and TMG is neither (joint) controller nor processor in the meaning of the GDPR.
2. The Customer and Advertiser are solely permitted to (have a third party) collect information through Cookies about (i) how often, how long and which part of the advertisement is viewed, (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, with the understanding that this information may only be used to the extent necessary for the bidding process (in case of programmatic advertising), for the (measurement of the) performance of the advertisement or for retargeting based on existing profile-information collected outside of TMG.
3. Other than as described above, Customers and Advertisers are prohibited to (have a third party) collect information, store information on or gain access to information on terminal

equipment of users of the Media without TMG's prior written consent, including explicitly the collection of information on the behaviour of users of the Media (profiling). In addition, it is explicitly prohibited to use fingerprinting techniques to collect information, to store information on or gain access to information on terminal equipment of users of the Media.

4. With due consideration of paragraph 5, TMG shall use reasonable efforts to:
  - a) Provide the users of its digital Media (or have them provided) with clear and comprehensive information in accordance with the GDPR and regarding the purposes for which the Cookies are used, to the extent required by law; and
  - b) Obtain consent of the users of its digital Media to place or read the Cookies (or have them placed or read) by or on behalf of Customer and/or Advertiser, to the extent legally required. To the extent commercially possible, TMG will capture this consent (or have it captured) and provide them to Customer and/or Advertiser upon request.
5. To fulfil the information and consent requirements as listed in paragraph 4, TMG uses the cookie statements which are available on <http://tmgonlinemedia.nl/nl/website-overzicht>. To the extent the information and consent requirements as listed in paragraph 4 apply, Customer will inform TMG of all relevant information to comply with such requirements, after which TMG will use reasonable efforts to add this information to the relevant cookie statement(s). Customer and Advertiser are not allowed to (have a third party) use Cookies on the Media before TMG has confirmed that it has added the information to the relevant cookie statement(s).
6. TMG accepts no liability for any damages suffered by third parties which are in any way related to and/or arising from non-compliance with the applicable laws and regulations, including but not limited to article 11.7a TA and the GDPR, in relation to the use of Cookies by the Customer and/or Advertiser. Customer is liable for any fines imposed on TMG by regulating authorities in this respect.
7. Customer will indemnify and hold TMG harmless against any third-party claims which are in any way related to and/or arising from non-compliance with laws and regulations regarding Cookies with the placement or delivery of Advertisement, including but not limited to article 11.7a TA and the GDPR.
8. TMG is at all times entitled to audit the compliance of the Customer and Advertiser with the provisions of this article. On request Customer shall provide TMG or the third party designated by TMG insight in the relevant data to carry out the audit and provide all necessary cooperation thereto and The Customer guarantees that Advertiser shall do the same. The costs for the audit will be borne by TMG, unless the audit shows that the Customer or any of its Advertisers does not comply with this article, in which case the costs will be borne by the Customer.
9. In case the Customer and/or Advertiser is in breach of its obligations towards TMG under this article, Customer shall forfeit to TMG an immediately due and payable fine of € 50,000 per violation and TMG is entitled to immediately terminate all Advertising Agreements, without prejudice to any other rights or claims that TMG has under applicable laws and regulations. In such case TMG can also report the Customer and/or Advertiser to the Dutch Data Protection Authority.

#### **Article 29. Use of segment data TMG/ NLProfiel**

1. Customer and Advertiser are solely allowed to use any data they receive in relation to an Advertising Agreement regarding segments of TMG and/or NLProfiel, for the purpose of placings Advertisements under the relevant Advertising Agreement. Any other use of the segment data is explicitly prohibited, including the inclusion of such data to own (profile)data.
2. To the extent the segment data contains personal data, Customer and Advertiser are considered independent controller (within the meaning of the GDPR) regarding their processing of such personal data and are therefore each independently

responsible to comply with applicable laws and regulations in this respect. In case and to the extent legally required, TMG shall obtain consent of the users of its digital Media for the use of the segment data in accordance with this clause. Customer and Advertiser will inform TMG immediately in case they notify the Dutch Data Protection Authority and/or data subjects pursuant to article 33 and 34 GDPR.

3. In case Customer and/or Advertiser uses third parties for the placing of Advertisements, Customer guarantees that such third parties shall only use the segment data on behalf of Customer and/or Advertiser and in accordance with this clause.

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

Advertisements distributed via social media must comply with the Social Media Marketing Code.

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

1. The selection of the Influencer(s) takes place by TMG, in consultation with the Customer.
2. The amount due in connection with the use of an Influencer is payable in advance immediately after entering into the Advertising Agreement.
3. The Advertorial is drawn up by the Influencer, who has complete freedom within the agreed framework. TMG will send the Advertorial to the Customer for approval before publication. The Customer must check the Advertorial and may reject the Advertorial solely on the basis of factual inaccuracies or conflicts with the conditions that the Advertorial must meet pursuant to these Terms and Conditions.
4. When the Customer reposts the Advertorial, the Customer must always tag the Influencer.
5. All communication between the Customer and the Influencer goes exclusively through TMG.