

GENERAL TERMS AND CONDITIONS FOR THE SALE OF ADVERTISING SPACE AND SPONSORSHIP ACTIVITIES OF RTL NEDERLAND B.V.

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GENERAL TERMS AND CONDITIONS FOR THE SALE OF ADVERTISING SPACE AND SPONSORSHIP ACTIVITIES OF RTL NEDERLAND B.V.

1 DEFINITIONS

The following definitions shall apply to these General Terms and Conditions:

- A. "Advertiser" or "Principal": the (legal) person who directly, or through the intermediary services of an agency, orders the placement of an ad with RTL. The term advertiser also includes the companies affiliated to the Advertiser, more than half of the shares of which are held by the Advertiser.
- B. "General Terms and Conditions" means the General Terms and Conditions for the Sale of Advertising Space and Sponsoring of RTL;
- C. "Spending Share" means the percentage of the total television advertising budget the Advertiser will spend at RTL in a specific year;
- D. 'Agency' means the intermediary and/or administration agency, which concludes an agreement with RTL on behalf of the other party and also accepts the applicability of these General Terms and Conditions for itself as mandatory;
- E. 'Commercials': adverts, consisting of image/sound material that are appropriate and intended to be broadcast - outside the editorial responsibility for RTL - for an Advertiser during commercial breaks in, before or after the television programmes of RTL, on the television channels and/or digital platforms of RTL;
- F. 'Digital Platform': the websites, mobile websites, applications, players and/or other digital platforms and interactive applications offered by RTL, managed and/or operated by RTL and/or managed and operated by third parties commissioned by RTL;
- G. 'Event': the event RTL (or under her name) organized and / or operated event ;
- H. 'GRP': Abbreviation for "Gross Rating Point", which means one percent viewing ratings within a particular target group;
- I. 'Purchase Brochure', the brochure annually published by RTL containing an overview of the purchasing options for advertising space in that year including a condensed overview of the purchase conditions, which can be viewed at www.adverterenbijrtl.nl;
- J. "Online advertising space": adverts appropriate and intended to be placed - outside the editorial responsibility for RTL - for an Advertiser on a digital platform of RTL, including but not limited to banners, buttons, homepage takeovers, display adverts, etc;
- K. 'Online video' of 'Stream Spots': commercials appropriate and intended to be broadcast in, before or after (parts of) program material of RTL on the digital platforms of RTL;

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- L. 'RTL': the company based in Hilversum RTL Nederland B.V. listed in the trade register of the Chamber of Commerce for Hilversum under no. 32105893;
- M. 'Advertising Block': a compilation of advertisements of a given length (in time);
- N. 'Sponsor', the (legal) person who contributes financially to the creation of (part of) a Program;
- O. 'Rates': the rates published by RTL on its latest rate card(s) for broadcasting, placing or including an advert on a specific television channel or a specific digital platform;
- P. "Technical Requirements" means the most recent technical requirements of RTL for supplying adverts and commercials;
- Q. 'Broadcasting' or 'Publishing': the (commissioning of the) broadcasting and/or publishing by a Principal of program material including the commercials and/or other adverts during, before or after such program through a specific television channel or digital platform;
- R. 'Purchase Conditions for Commercial Broadcasting Television Channels RTL Nederland (year) and Purchase Conditions for Display and Online Video RTL Nederland (year)': the terms and conditions most recently published by RTL regarding the application, reservation and/or booking of advertising space and advertising spots and the delivery of the adverts and commercials to be broadcast;
- S. 'Party': the (legal) person who, through the intermediary services of an agency or not, concludes an agreement with RTL or otherwise enters into a relationship with RTL or has expressed its intention thereto.

2 APPLICABLE TERMS

Paragraph 1

These General Terms and Conditions apply to any and all offers and (order)confirmations of RTL, and any and all agreements concluded with or by RTL and/or the (manner in which) these are formed and/or implemented, with regard to the sale of sponsoring, (online) advertising space, or advertising spots and other related activities and services performed by RTL on instructions of a party and/or its agency. Offers, agreements and activities of RTL are also governed by the latest rate card(s) provided to the other party and/or its agency, and the stipulations and (supply) conditions and explanatory notes thereto on such card(s), the Purchasing Brochure, Technical Requirements, Purchase Conditions for Commercial Broadcasting Television Channels RTL Nederland (year) and the Purchase Conditions for Display and Online Video RTL Nederland (year) and/or any other brochures provided by RTL.

Paragraph 2

These Terms and Conditions will take precedence over the general conditions and/or any other conditions stipulated by the other party or its agency. Exceptions to these General Terms and Conditions will be subject to the prior written approval of RTL.

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Paragraph 3

These General Terms and Conditions shall apply the permanent and usual conditions of RTL to all (future) successive and/or supplementary offers and to all agreements and/or the drawing up and/or performance of these agreements.

Paragraph 4

By offers, as referred to in paragraphs 1 and 3 above, shall be understood all tenders, price quotes, rates, Technical Specifications, procedural instructions and commitments.

Paragraph 5

Should one or more of the special provisions of these General Terms and Conditions or of an agreement between RTL and the other party appear invalid, then this will not affect the validity of the remaining provisions of the General Terms and Conditions, nor of those in the agreement of which these General Terms and Conditions form a part. The parties will replace the relevant provision(s) by one or more new provisions to be formulated as closely as possible to the original provision(s).

3 PUBLICATION AND AMENDMENT

Paragraph 1

These Terms and Conditions can be viewed by any interested party via the RTL website at (www.adverterenbijrtl.nl).

Paragraph 2

RTL is authorised to amend these General Terms and Conditions within the bounds of reasonableness.

Paragraph 3

All agreements subject to the amendments referred to in paragraph 2 of this article may be terminated with no obligation for either party to pay damages. Notice of termination must be given within 10 working days after the other party has been reasonably able to take note the amendments, with due observance of a notice period of one month. When giving notice the other party must report the (reasonable) grounds which justify termination on the basis of these amendments.

Paragraph 4

In the event that RTL sends the other party written notification within 10 working days that it does not view the other party's grounds as giving reasonable justification for termination and/or that it is prepared to address the objections, the commitment to negotiation referred to in article 16 of these General Terms and Conditions will become effective as of the date of this notification. In such cases, if

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the other party has given a shorter term of notice, the agreement will be deemed as terminated one month after said notification by RTL. Unless agreed otherwise in writing, the original conditions between parties will apply for the duration of the period of negotiation.

Paragraph 5

It is expressly understood between parties that changes in rates and/or mark-ups, pricing, regulations in the Purchase Brochure and/or the Technical Requirements and/or the Purchase Conditions for Commercial Broadcasting Television Channels RTL Nederland (year) and the Purchase Conditions for Display and Online Video RTL Nederland (year) cannot be viewed as amendments in the sense intended under paragraph 2 of this article and so cannot be given as grounds for termination as referred to under paragraph 3 of this article.

Paragraph 6

Amendments made to these General Terms and Conditions with a view to bringing them in line with legal and/or other state regulations and/or directives and/or recommendations of governing bodies and/or legal judgements which RTL is (justifiably) obliged to observe, will offer the other party no grounds for a termination as referred to under paragraph 3 of this article.

4 AGENCIES

Paragraph 1

If the other party makes use of an agency, RTL may, at its own discretion, grant the agency the commission usual within the advertising sector, over the net expenditure forming the basis of the agreement, with the exclusion of production and/or development costs and other external costs. RTL may pay this agency fee insofar to the extent that this is not precluded by regulations it must comply with.

Paragraph 2

In theory, RTL will accept agreements concluded through an agency only if the agency concludes the agreement in the name of and for the account of the other party, on the latter's authorisation, and if the other party is included in this agreement with RTL.

Paragraph 3

Should the other party fail to recognise the agency's instructions and/or entitlement to conclude the agreement with RTL, or should the agency not be authorised to enter into the agreement for any other reason, the agency will be deemed as having acted in its own name and for its own account.

Paragraph 4

The agency will ensure that the other party, whom it purports to represent, accepts the fact that these General Terms and Conditions apply to the legal relations between itself and RTL.

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Paragraph 5

The agency is jointly liable to RTL, together with the other party whom it purports to represent, for meeting the commitments arising from the agreement concluded with RTL. RTL will be fully entitled to hold the agency liable for meeting the commitments arising from the agreement.

5 TENDERS AND AGREEMENTS

Paragraph 1

All offers and tenders made by RTL, regardless of form or content, are entirely free of obligation and are valid for a maximum of 10 working days once given or issued by RTL, unless agreed otherwise in writing.

Paragraph 2

Agreements or amendments to agreements shall be binding to RTL only when the latter receives a copy of the agreement, signed by or in the name of the other party, or written notification that the other party has accepted an offer made by RTL.

Paragraph 3

When, on the request of the other party and/or its agency, RTL starts to perform an offer made to the other party, the latter will be considered, as of the starting date of performance, as having entered an agreement in full compliance with the offer made by RTL. Once such an agreement is entered RTL will reserve the right to terminate this agreement immediately, with no obligation to pay damages, by forwarding the other party written notification to this effect. In the event of such a termination the other party is obliged to honour that part of the agreement performed by RTL until the date of termination.

Paragraph 4

RTL is authorized to refuse, retract and/or withdraw a reservation or offer of an advert or commercial without further explanation, if the broadcasting of this may be in conflict with the justified interests of RTL or the Advertiser. The term justified interests shall at any rate be taken to mean a conflict between the contents of the advert or commercial with the applicable regulations.

Paragraph 5

The other party and/or its agency bears the risk of and indemnifies RTL and its principal against the consequences of any misunderstanding as regards the content and performance of the agreement if this results from the fact that RTL has received incorrect, late, incomplete or no information at all.

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6 TRANSFER OF RIGHTS

Paragraph 1

The other party's rights and commitments with regard to RTL are strictly confidential and cannot be wholly or partially transferred or ceded to a third party without the prior written permission of RTL.

Paragraph 2

If the other party seeks the help of an agency charged with the task of concluding an agreement with RTL on its behalf, or if the other party seeks to replace its agency with another agency, this shall be subject to the approval of RTL on the understanding that RTL cannot be obliged to grant its approval.

Paragraph 3

RTL at all times retains the right to refuse the intervention or replacement of the agency, if the (new) agency, or the former agency, does not accept joint liability with the other party to meet the commitments arising from the contract.

7 SPONSORING

Paragraph 1

The final editorial responsibility for the program lies with (the program management of) RTL, which means that RTL determines the content and design of the program, including the type of sponsoring arranged for the Sponsor. The arrangement and implementation of the agreed type of sponsoring must comply with the rules applicable to the relevant television or digital platform in regard to advertising and sponsoring. RTL is at all times authorized to adjust the publicity of the sponsor in such a way that it complies with the applicable rules.

Paragraph 2

In the sponsored program, products or services of the Sponsor may only be used in a way that makes sense within the context of the program. Products and services are only displayed in a neutral way and may not be placed in a promotional context.

Paragraph 3

For the sponsoring of an event, the final editorial responsibility for the content and design of the event rests with RTL. RTL determines the content and design of the event, including the type of sponsoring. The determination and implementation of the agreed type of sponsoring must comply with the applicable rules with regard to advertising and sponsoring. RTL is at all times authorized to adjust the publicity of the sponsor in such a way that it complies with the applicable rules.

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Paragraph 3

If and insofar as the parties have agreed this, the sponsor can be stated on a billboard and/or a breakbumper. Billboards will be placed at the beginning and/or end of a program. Breakbumpers will be placed at the beginning and/or end of a program interrupting commercial break. The billboards and breakbumpers are governed by the Rules and Guidelines for Billboards and Breakbumpers for RTL channels. These are available on the RTL website www.advertierenbijrtl.nl.

Paragraph 4

The Sponsor shall not refer to the program, event or television channel and/or use the presenter or (the logo of) the program, event or television channel, unless prior written agreement has been reached with RTL in regard to the (financial and other) conditions under which this may take place.

8 ADVERTS ON DIGITAL PLATFORMS

Paragraph 1

The advertiser may not use the digital advertising space contrary to the provisions of the agreement, the General Terms and Conditions of RTL Nederland B.V., the relevant and applicable regulations (including but not limited to the Telecommunications Act and the Personal Data Protection Act) and the due care required by society.

Paragraph 2

The advertiser is not permitted to sell the online advertising space made available to it under this agreement and intended for online video and/or other digital adverts to third parties.

Paragraph 3

Placing and/or adding to the ads by advertiser of pixels, cookies, applications, plugins, and/or other technologies that are used to store data on the peripherals of the user of the RTL websites is only permitted with legal permission. RTL will inform the advertiser of the scope of the consent it has obtained from the users of its websites. The Advertiser guarantees that it will not use any pixels, cookies, applications, plugins and/or other technologies that do not fall within the scope of the permissions obtained by RTL. The Advertiser is liable for any and all damages, including fines - imposed on RTL in the event of non-compliance with this guarantee, and indemnifies RTL against any and all claims of third parties in this respect.

Paragraph 4

If an advertiser adds a cookie, pixel or other technology to an advert that RTL publishes on a digital platform, the Advertiser must comply with the applicable laws and regulations (including the regulations in regard to the personal data protection and cookies) and any further rules imposed by RTL. The Advertiser is liable for any and all damages, including fines - imposed on RTL in the event of

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non-compliance with this obligation, and indemnifies RTL against any and all claims of third parties in this respect.

Paragraph 5

The Advertiser undertakes to provide RTL, immediately on request, with a precise specification of all pixels, cookies, applications, plugins, and/or other technologies used to store data on the peripherals of the user of the websites, which are added by the Advertiser and/or posted. The specification shall at least include the purpose of the added technology, the data collected, viewed or measured, the retention period, and the technology used.

Paragraph 6

Furthermore, the Advertiser shall not use the adverts to:

- sending large amounts of e-mail messages (including spam) to third parties, whether or not for commercial purposes, and/or
- sending e-mail or upload files that contain viruses or similar software programs that may harm the operation of the websites offered by RTL, the Internet or computers and/or third-party software
- collecting and/or processing personal data of the users of digital platforms of RTL.

Paragraph 7

RTL aims to ensure that the digital platforms on which online advertising space is offered are available for visitors. RTL does not guarantee that the websites will at all times be uninterrupted or fully available, and reserves the right to block a website or take it out of service unannounced for maintenance, alterations or improvement, or to adjust, delete or otherwise modify a website. RTL is not liable for any damage incurred by the other party and/or third parties as a consequence.

9 PROVISION OF MATERIAL

Paragraph 1

The other party guarantees that the material supplied by it or on its behalf, required for the performance of an assignment, either of a physical, auditory, visual or other nature, both at the time of delivery and at the time of broadcasting or placement, is in compliance with the requirements of the applicable laws and/or other applicable government regulations and/or advertising codes.

Paragraph 2

An ad or commercial must be submitted in accordance with the requirements and time limits, as determined by RTL and published in the (most recent) Technical Instructions and Purchase Conditions for Commercial Broadcasting Television Channels RTL Nederland (year) and Purchase Conditions for Display and Online Video RTL Nederland (year).

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Paragraph 3

An advert and/or commercial must be supplied in a digital file (file-based), by sending a video file and/or a computer file via a network connection. The files must be compliant with the most recent Technical Specifications of RTL.

Paragraph 4

The files must be sent to the server specified by RTL. To obtain access to the server of RTL, the other party should apply for an access account from RTL. In the application, the other party should specify the reason for application, company name and address, email address and telephone number of the contact person. RTL will send an email with the details of the access account, username/password, the expiry date of the account and the Internet address of the RTL server within three working days of receipt of the information. The other party guarantees that he will only use the access account for the performance of the agreement and that it will make available the data to third parties.

Paragraph 5

The other party shall ensure the timely delivery of adverts and commercials together with the relevant placement order by the final delivery date set by or on behalf of RTL. If, in the opinion of RTL, an advert or commercial is not supplied in good time and/or in accordance with the regulations and/or fails to meet the Technical Requirements, RTL may refuse and/or suspend the broadcasting and/or placement of the advert or commercial, without any liability to pay any damages caused by the refusal and/or suspension.

Paragraph 6

If the other party and/or its agency supplies incomplete material to RTL or its Principal, RTL will - at its option - be authorized not to process the order (any further) and/or to refuse placement, all this without prejudice to the right of RTL to reimbursement of the placement fee.

Paragraph 7

Under the obligation to notify the other party and/or its agency thereof in good time, or if this is not possible, to notify them as soon as possible, RTL is authorized to not broadcast or place certain material submitted for its program or placement, to limit the broadcasting or placement thereof and/or to terminate it (prematurely) if - at the sole discretion of RTL and/or its Principal - (further) broadcast or placement is not (or no longer) permissible and/or well-founded objections and/or protests have become known and/or can be expected against further broadcast or placement, again at the sole discretion of RTL and/or the Principal. If RTL uses this authority it shall not be liable for any damage ensuing from it, neither to third parties nor to the other party or its agency and without prejudice to the obligation of the other party to pay full compensation for any damage suffered by RTL and/or its Principal as a consequence.

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Paragraph 8

Performance of an agreement and/or order, explicitly including doing broadcasting commercials and/or placing adverts, can be interrupted and/or discontinued fully or partly by RTL with immediate effect and without prior notice to the other party, if, at the sole discretion of RTL and/or its Principal, an advert contained therein is in conflict, or at least could be in conflict, with any statutory provision, the truth or the good taste and decency or public order or good morals and/or is or could be unlawful to third parties. If RTL fails to fulfil all or part of its obligations on the aforementioned grounds, or pursuant to a court order or any order or claim of the government and/or a competent authority, the other party will be obliged to fully compensate any damage suffered by RTL and/or its Principal as a consequence.

10 THIRD PARTY RIGHTS

Paragraph 1

The other party and its agency will ensure that none of the material they deliver, be it of a material, auditory, visual or other nature, including commercials and advertisements in particular, represents a violation of the rights of other, including copyrights or any other rights of intellectual or industrial property, and that they are authorised in the widest sense of the word to publish and/or reproduce the material by RTL. Furthermore, the other party and its agency guarantee that the disclosure and/or reproduction of the material by RTL is not in conflict with any applicable written or unwritten rule of law.

Paragraph 2

The other party shall indemnify and hold harmless RTL and/or any third parties it works with for costs, damages and interests that may arise for RTL and/or any third parties it works with as a result of claims, which other third parties than the aforementioned third parties may institute against RTL or the third parties it works with for the performance of an order.

This indemnification and compensation will also apply to third party claims based on infringements or alleged infringements of copyrights, or any other claims which third parties may institute against RTL, its principal or third party collaborators and/or employees with regard to the publication and/or reproduction, or any other aspect of the delivered material.

Paragraph 3

The other party guarantees that all fees payable to third parties (including holders of copyright and neighbouring rights) in connection with the publication and reproduction by RTL of the material supplied by the other party. The other party also guarantees that no reimbursements will be demanded by itself or said third party holders of rights (or their representative collective societies) relating to the publication and reproduction of the material by RTL.

Paragraph 4

If the other party uses music in its advertisements, commercials and other materials supplied under this agreement, the other party guarantees the payment of all fees owed to third parties (including

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copyright and neighboring right holders) with respect to the publication, reproduction and synchronization of the music. The other party shall also ensure that all relevant information regarding the music is reported directly, without the intervention of RTL Nederland, to the relevant collecting societies (such as BUMA / Stemra and SENA). The other party indemnifies RTL fully against any claim by a third party (including collecting societies like BUMA / Stemra and SENA) regarding the accurate and timely reporting of the music data.

11 FORCE MAJEURE AND UNFORESEEN CIRCUMSTANCES

Paragraph 1

RTL is entitled at all times to suspend fulfilment of one or more of the commitments arising from its agreement with the other party in the event of force majeure on its side, with no obligation to pay damages. If for a period of one month or longer RTL is unable to meet the commitments arising from its agreement with the other party due to a circumstance of force majeure, the other party will be entitled to rescind its agreement with RTL with no obligation to pay damages on either side.

Paragraph 2

Force majeure on the side of RTL will be invoked if RTL is unable to meet the commitments arising from the agreement or the preparations for the agreement as a result of circumstances beyond the direct control of its board and/or its other managers.

Paragraph 3

In the event that RTL, due to unforeseen circumstances or force majeure is unable to perform the assignment of the other party, RTL will be authorized to suspend the performance of the assignment for the duration of the impediment or to cancel the agreement without being liable to pay any compensation to the other party and/or its agency. In such cases RTL must inform the other party or its agency of these circumstances as soon as possible and make known which of the options it will pursue. The term 'unforeseen circumstances' or 'force majeure' within the meaning of this article shall also include the situations where RTL is no longer able to perform an assignment because of a decision to cease the broadcast of a specific channel or digital platform and/or that RTL is no longer reasonably free to perform the agreement and/or require a principal to perform such agreement as a consequence of a government decision or a court judgment.

12 LIABILITY

Paragraph 1

RTL will perform that which is governed by its agreement with the other party and its remaining activities and services with all due diligence. RTL shall only be liable for a failure to meet its commitments if the other party can prove that RTL has shown a serious lack of care. If RTL is held liable for the non or incorrect performance of the job, this liability will be limited to the direct losses and a (maximum) amount in reasonable proportions to, through not greater than, the amount for which the job, or incorrectly performed part of the job, was undertaken.

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Paragraph 2

RTL cannot be held liable for indirect liability losses or consequential damage. All other or more extensive liability, including indirect liability, is therefore excluded. Without prejudice to the above, RTL cannot accept liability for loss or damage to the material delivered by the other party under the terms of the agreement, be it of a material, auditory visual or other nature, unless this is as a result of the gross negligence or deliberate intent of its board and/or other managers.

Paragraph 3

The party is liable for damage suffered by RTL, directly or indirectly caused by material delivered by or on behalf of the other party and/or the publication and/or reproduction thereof, and indemnifies RTL against third party claims for damages directly or indirectly caused by the supplied material and/or publication and/or reproduction thereof.

Paragraph 4

If, in meeting its commitment, RTL is dependent on materials which are to be delivered by the other party, or if the other party has agreed to provide the materials required but then fails to do so on time or in compliance with the regulations governing RTL, its principal and third party collaborators and/or employees, RTL is entitled to cease its performance of the agreement, without prejudice to the other party's obligation to pay the fee agreed and compensate the losses sustained by RTL, its principal and third party collaborator and/or employees as a result.

Paragraph 5

The other party undertakes to insure the materials supplied under the agreement with RTL against loss and/or damage and to insure these against any damage which they may cause to a third party.

Paragraph 6

If, as the result of a human or technical error, a commercial cannot be transmitted at the original time specified, within a reasonable margin, RTL will make every effort, with no obligation to compensate the losses caused as a result of this re-scheduling, to transmit the commercial or place the advertisement at another time for which the same rate applies, with respect for the rights of third parties.

Paragraph 7

If the other party can demonstrate the non-transmission or non-placement, incomplete transmission or placement, or transmission of the wrong commercial or placement of the wrong advertisement, RTL will do everything in its power, with no obligation to compensate the losses, to offer the other party an equivalent alternative. This does not apply if RTL can demonstrate that non-broadcast, non-placement, the incomplete broadcast or placement or the broadcast or placement of the wrong commercial or advert is not caused by RTL, its staff, or its principal including in the situation where the

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commercial is not delivered in accordance with the requirements of RTL or the circumstance is otherwise for the risk and/or account of the other party under these Terms and Conditions.

13 DATES AND TIMES OF TRANSMISSION OF PROGRAMMES, ADVERTISING BLOCKS OR COMMERCIALS

Paragraph 1

Whether the dates and times of broadcast for programmes, advertising blocks and/or commercials and/or other dates relative to the programming for one or more television and/or radio stations belonging to RTL's principal(s) is given verbally, in writing, in a mailing, in a price list, tender, letter of confirmation, letter of intent or agreement between RTL and the other party, RTL views these dates purely as approximate and indicative, and subject to the principal's entitlement to alter or cancel the programming, and in particular the broadcasting schedules, at any time and as he pleases.

Paragraph 2

RTL cannot be held liable for the direct or indirect consequences of an alteration to these date or an alteration and/or cancellation of the programming referred to under paragraph 1 of this article.

Paragraph 3

In the event of a change in programming in the sense intended under paragraph 1, RTL and/or its principal will be free to alter the times planned for the commercials or advertisements. If the other party or its agency wishes to retain the original time for the commercial despite the changes in programming, RTL is entitled to subject this decision to further terms and conditions.

Paragraph 4

The other Party shall submit a written application to RTL for advertising space or broadcasting time. The application must be submitted for each product and each campaign, stating the name of the advertiser. When it determines the advert schedule, RTL will take into account the application of the other party as much as possible. The allocation of advertising space and broadcasting time, depends on such matters including but not limited to availability, previous (preferential) rights of third parties and product hierarchy. RTL does not guarantee the ability to actually deliver the requested advertising space or broadcasting time.

14 CHARGES AND SURCHARGES

Paragraph 1

The price lists should be considered as basic rates. Where the transmission of commercials on television is concerned, the published price lists are based on spot lengths of 30 seconds. The rates for commercials of other lengths can be priced from a separate table published in the explanation to the (most) recent price lists (the spot index). Special features and formats are available on request.

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Paragraph 2

The rates are only a compensation for the (provision of) broadcasting time within the so-called commercial slots respectively for the (provision of) advertising space on the relevant digital platform.

Paragraph 3

RTL is entitled to surcharge any rates calculated on the basis of paragraph 1 of this article by the amounts quoted in the explanation to the (most) recent price lists.

Paragraph 4

Neither the rates nor the prices quote include the costs of production or development, or any other external costs. If such costs are incurred they will be borne by the other party and charged by RTL separately. If RTL and the other party and/or its agency make arrangements about extra services related to the transmission of commercials, RTL retains the right to charge the costs thus incurred to the other party and/or its agency.

Paragraph 5

Rates quoted by RTL on rate cards, pricing in quotations and/or price agreements include agency commission and exclude sales tax (VAT), unless explicitly stated otherwise.

Paragraph 6

Package conditions apply to all products offered by RTL. These package conditions vary per product. The package conditions are stated in the Purchase Brochure which can be viewed at www.adverterenbijrtl.nl.

15 TERMS OF PAYMENT

Paragraph 1

RTL will invoice the transmission of commercials, the placement of advertisements and/or the performance of other jobs and/or activities on the last day of the month in which this transmission, placement or performance took place, unless agreed otherwise between parties.

Paragraph 2

Payment must be made within the term mentioned on the invoice. At any time, and at its own discretion, RTL may request an advance payment, or a security over all or a part of the invoiced amount.

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Paragraph 3

The other party will pay RTL the estimated production and/or development costs or the other external costs in advance. The invoice will be sent two weeks before the costs are incurred and is payable 7 days after the date of invoice.

Paragraph 4

If the invoice cannot be covered in full by RTL's credit insurance company, RTL retains the right to request the other party to make an advance payment on the uncovered amount, with no entitlement to compensation for interest.

Paragraph 5

The following additional payment terms apply to sponsoring:

- a) The payment terms depend on whether or not RTL has obtained a credit limit. RTL will apply for such limit prior to the implementation of the agreements made (and/or prior to the agreement). If RTL obtains an adequate credit limit in good time, the payable amount shall, in principle, be invoiced based on the actual broadcasts in one month, on the last day of that month.
- b) The invoice and payment flows directly related to the sponsoring of a program also have an effect in this regard. Producers often incur costs a long period before the broadcast which RTL usually must pay before the broadcast. In those cases the sponsor must take into account that an advance payment to RTL will be required, independent of whether or not a credit limit is sufficient.
- c) If a credit limit is not obtained or not in good time, the payable amount relating to the broadcast(s) in a specific month, must be paid to RTL ample time before the start of the relevant month, or prior to the production and/or the granting of the production assignment by RTL to the producers of the program.

Paragraph 6

If a reference number of the advertiser or sponsor must be stated on an invoice or invoices to be sent by RTL, the advertiser or sponsor must notify RTL of this reference number in writing not later than one month prior to the first broadcast. If, due to circumstances, an advance payment is desirable, RTL must be notified of the reference number in writing not later than one month prior to the sending of the first invoice. If RTL is not notified of the reference number to be stated on the invoice in good time, the invoice will be sent without the reference number. An invoice without reference number shall not entitle the advertiser or sponsor to suspend payment. The invoice shall always be paid within the stipulated payment term.

Paragraph 7

Once the invoice is overdue the other party will be found in default and an interest of 2% per month or per part of the month will be applied, ipso jure and without prior written reminder, to the amount due.

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Paragraph 8

If the other party and/or its agency are found in default or they fail to meet one or more of their commitments, the other party will be charged all of the (reasonable) costs associated with obtaining payment and/or legal or extra-legal fulfilment, including collection charges and/or other extra-legal costs, at a minimum of 15% of the amount outstanding and at least € 113,45 per invoice.

Paragraph 9

If RTL can demonstrate within reason that it has been forced to incur higher extra-legal costs, these will also be charged to the other party. All of the costs associated with collection will be charged to the other party.

16 CANCELLATION

Paragraph 1

The other party is authorized to cancel the agreement or a reservation in writing until three working days prior to placement or broadcasting. If the other party and/or its agency cancels the performance of all or part of an agreement or reservation after the cancellation period has expired, the fee published in the explanation to the (most) recent price list on the date of cancellation will fall due for the (as yet) unperformed part of the agreement, unless an alternative cancellation agreement is reached between the parties. If more than 25% of the original amount in booked broadcasting time or advertising space is cancelled outside the cancellation period, the other party shall owe a fee of 4% on the net rate of the part of the assignment that has not (yet) been performed.

Paragraph 2

Fees payable as the result of that which is stipulated under paragraph 1 are due within 30 days of the date of invoice. RTL retains the right to dispose of the transmission time or advertising space that has become available as a result of a cancellation at its own discretion.

17 PERSONAL DATA

Paragraph 1

Personal data collected, obtained or which is processed otherwise as part of the agreement is and remains the property of RTL at all times, unless the parties make different written agreements on the use, processing or other activity with regard to this personal data.

Paragraph 2

RTL will place the adverts and process the details of the advertiser in compliance with the privacy and cookie policy of RTL. The advertiser declares to be familiar with the contents of this policy and herewith gives RTL permission to processing the personal data of the advertiser.

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18 RESCISSION

Paragraph 1

RTL and the other party are equally entitled to rescind an agreement by means of registered letter should it transpire that one or other has failed to meet the commitments arising from the agreement, even after receipt of a written reminder to do so within a reasonable period of time.

Paragraph 2

RTL and the other party are equally entitled to rescind the agreement extra-legally, by registered letter, and without sending a reminder or letter of default, if a (temporary) deferment of payment is granted to the other, if the other files for bankruptcy, if the other puts his company into liquidation, if the other ceases trading, if a considerable portion of the capital and reserves of the other is seized or if the other can no longer be considered capable of meeting the commitments arising from the agreement.

Paragraph 3


If the other party and/or its agency does not, not timely or properly meet one or more of the conditions specified in these Terms and Conditions or agreed with RTL, which explicitly include the terms and (delivery) conditions of the Technical Requirements, the Purchase Brochure, the 'Purchase Conditions for Commercial Broadcasting Television Channels RTL Nederland (year) and Purchase Conditions for Display and Online Video RTL Nederland (year) and/or the rate cards and/or brochures provided by RTL to the other party and/or its agency, RTL will be authorized, without prejudice to its right to compensation or fulfilment, at its discretion, to suspend the performance of the assignment as long as the aforementioned failure continues, or dissolve the agreement fully or partly without being liable to pay any damages.

19 COMMITMENT TO NEGOTIATION IN THE EVENT OF DISPUTES

In the event of a dispute between RTL and the other party, with or without the agency's involvement, over the creation, interpretation, performance, non-performance, or incorrect or late performance of this agreement, or if one of the parties is of the opinion that such a dispute exists, both parties undertake to resolve the dispute by negotiation.

20 CONFIDENTIALITY

The parties shall be obliged, both during the term of the contract and afterwards, to maintain secrecy concerning any confidential information they receive and not to forward it to, or submit it for the use of, third parties, and to use the information only for the purpose for which it was made available to them. Here, 'third parties' shall also be taken to include all persons employed by the parties' organisations who do not necessarily need to receive the information. For the purposes of these terms and conditions, 'confidential information' must be understood to include:



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- all information supplied in written, verbal or any other form either directly or indirectly that is marked as such and/or the confidential nature of which the other party can reasonably be expected to infer;
- all product, marketing, client and/or other company data that is marked as such and/or the confidential nature of which the other party can reasonably be expected to infer, regardless of the manner in which the information is provided;
- the content of the agreement concluded between the parties, including prices and other conditions;
- all copies of the above in any form whatsoever.

21 JURISDICTION AND APPLICABLE LAW

Paragraph 1

If, after a period of one month, RTL and the other party and/or its agency are unable to negotiate an agreement over a dispute which has arisen between them, this dispute, with the exception of that stated in paragraph 2 of this article, will fall under the sole jurisdiction of the court of Amsterdam, insofar as a magistrate in this district is empowered to examine the claim in the first instance.

Paragraph 2

Any dispute between RTL and the other party or its agency is governed by Dutch law, unless the parties agree otherwise in writing.