

General Advertising Conditions

Audax Publishing B.V.

Article 1 – Definitions

In these General Advertising Conditions, the terms listed below have the stated meanings:

‘Advertisement’:	the publicity or advertising message from and for the benefit of the Advertiser.
‘Advertiser’:	the natural person or legal entity who enters into an Advertising Agreement with Audax, either directly or through a Media Agency.
‘Advertising Agreement’:	the agreement between Audax and the Advertiser, or the Media Agency, entered into for a fixed or indefinite period, under which the Advertiser or the Media Agency places a single Advertisement, or several Advertisements, the size, frequency, duration and/or content of which may or may not be known at the time of entering into the Advertising Agreement, for the above period within a certain agreed Advertising Space.
‘Advertising Material’:	the material required for the Placement of an Advertisement that the Client must deliver to Audax.
‘Advertising Space’:	the space available for Advertisements determined in the Advertising Agreement for a Medium in height, width and/or depth, units of time or according to otherwise objectifiable standards, which is sufficiently determinable for the purpose of acquisition.
‘Advertorial’:	an Advertisement that has the form and layout of an editorial article.
‘Audax’:	Audax Publishing B.V., with its registered office in Amsterdam and principal place of business at Joop Geesinkweg 901, 1114 AB Amsterdam-Duivendrecht, registered in the Trade Register of the Chamber of Commerce under number 33158641.
‘Branded Content’:	a form of content in which a brand expression is merged with content that adds value in the form of entertainment or information, where the commercial message of a brand is indirectly the key element.
‘Client’:	the party who enters into the Advertising Agreement with Audax, being either the Advertiser or the Media Agency.
‘Closing Date’:	the date, stated in the Advertising Agreement or otherwise communicated by Audax to the Client in writing, by which the Client must have delivered the Advertising Material to Audax for a Placement in accordance with the Delivery Conditions.
‘Creative Formula’:	a form of advertising that differs from a standard Advertisement because of a supplement added by the Advertiser, such as an insert.
‘Cookie’:	any cookie, pixel, or other similar technology that collects information over an electronic communications network, stores information in, or accesses information in the peripherals of a user of the relevant Audax Medium.
‘Delivery conditions’:	the conditions, as set out in the Advertising Agreement and/or these General Advertising Conditions, with which the Advertiser’s Advertising Material must comply.
‘Fixed Position Advertising’:	the Client’s right to advertise in a fixed position on an internet page in Audax’s portfolio.
‘General Advertising Conditions’:	these general advertising conditions of Audax Publishing B.V.



'Influencer':	a person who posts one or more Advertorials or Branded Content on social media on Audax's instructions.
'Media Agency':	a natural person or legal entity that acts professionally or commercially as an intermediary in the conclusion of the Advertising Agreement and/or enters into the Advertising Agreement with Audax in its own name or in the Advertiser's name for the Advertiser's benefit.
'Medium':	a communication medium in which Advertisements can be placed on the Advertiser's instructions.
'Performance Campaigns':	an advertising campaign in which Adverts are automatically placed on agreed Media by Audax's ad management system.
'Place' or 'Placement':	reproducing and/or publishing or the reproduction and/or publication of an Advertisement in any form by Audax in accordance with the Advertising Agreement.
'Premium Display Advertising':	the Client's exclusive right to advertise on an internet page from Audax's portfolio (where the exclusivity applies only to the fixed display positions and under no circumstances to test links).

GENERAL

Article 2 – Applicability

- 2.1 These General Advertising Conditions apply to the conclusion, performance and termination of all Advertising Agreements. Audax may amend these General Advertising Conditions unilaterally, and it will inform the Client or the Advertiser of such amendments. Unless expressly agreed otherwise, such an amendment will also apply to Placements not yet done under the Advertising Agreement.
- 2.2 Audax and the Client may deviate from these General Advertising Conditions by written agreement only.
- 2.3 The Client's general conditions explicitly do not apply, unless Audax and Client agree otherwise in writing.
- 2.4 If there is any inconsistency between the provisions of the Advertising Agreement and these General Advertising Conditions, the provisions of the Advertising Agreement will prevail.

Article 3 – Conclusion of the Advertising Agreement

- 3.1 The Advertising Agreement is concluded when the parties sign it and/or after receipt of a written (digital) confirmation from the Advertiser or Media Agency.
- 3.2 Audax and the Client must ensure that the Advertising Agreement adequately describes the substantive aspects of the Medium or the Media concerned, the scope and manner of distribution, the technical specifications, and the Delivery Conditions.
- 3.3 A Media Agency that enters into an Advertising Agreement with Audax in its own name for the Advertiser's benefit vouches for the Advertiser's performance of its obligations under the Advertising Agreement and these General Advertising Conditions.

Article 4 – Duration of the Advertising Agreement, Advertising Space

- 4.1 An Advertising Agreement is entered into in writing for the term stipulated in the Advertising Agreement. If nothing has been agreed regarding the term of the Advertising Agreement, a term of twelve months is deemed to have been agreed. The Advertising Agreement is effective from the date on which the parties sign it, unless the parties have agreed otherwise.
- 4.2 The Advertising Agreement ends automatically once the Advertising Space stated in the Advertising Agreement has been used through Placement in accordance with the Advertising

- Agreement, or the agreed term (possibly extended in accordance with Article 4.4) has expired.
- 4.3 An Advertising Agreement will only be tacitly renewed after the expiry of the agreed term if the parties have explicitly agreed this in writing.
 - 4.4 If the agreed Advertising Space has not been, or will not be, used in full or on time, the term of the Advertising Agreement may be extended once for a maximum of two months for Placement of the remaining Advertising Space, with Audax's approval and subject to conditions to be set by Audax. During this two-month extension, the conditions on rates most recently agreed between the parties will apply. After this two-month period expires, the remainder of the Advertising Space and the Client's right to Placement will lapse. Such lapse does not affect the Client's obligation to pay the advertising rates for the Placement not done as agreed in the Advertising Agreement.
 - 4.5 The Advertising Space agreed in the Advertising Agreement may be expanded, insofar as the parties have agreed to such an expansion (and the conditions applicable to such expansion) in writing in addition to the Advertising Agreement.

Article 5 – Rights and Obligations of Audax and the Client

- 5.1 Audax must perform its obligations under the Advertising Agreement to the best of its ability and knowledge. Audax does not warrant the quality of the display of an Advertisement in the relevant Medium.
- 5.2 The Client must ensure that the Advertising Material to be delivered under the Advertising Agreement is in Audax's possession on or before the Closing Date and complies with the Delivery Conditions, all as stipulated in the Advertising Agreement. Audax will process corrections that the Client submits after the Closing Date insofar as Audax considers this is reasonably feasible.
- 5.3 The Client is responsible for the content of the Advertising Material. The Client warrants that the content of the Advertising Material does not infringe any intellectual property or other rights of third parties and that placing the Advertising Material in Audax's publications and making it available through those publications (including online archiving) does not infringe any third-party rights. The Client indemnifies and holds Audax harmless against any third-party claims in this respect and any damage that Audax has suffered or will suffer in this connection. The Client and/or the Advertiser is/are not permitted to resell or otherwise make available to third parties any Advertising Space placed at its disposal.
- 5.4 The Client warrants that Advertisements do not violate applicable laws and regulations (including, but not limited to, the Dutch Advertising Code and the applicable legislation on games of chance), public order or morality, and that the Advertisements comply with the instructions and recommendations of the Advertising Code Committee (*Reclame Code Commissie*), the Inspection Board for the Public Promotion of Medicines (*Keuringsraad Openlijke Aanprijzing Geneesmiddelen*) and the Inspection Board for the Promotion of Health Products (*Keuringsraad Aanprijzing Gezondheidsproducten*). The Client indemnifies and holds Audax harmless against any third-party claims in this respect and any damage that Audax has suffered or will suffer in this connection (including fines, levies or penalties).
- 5.5 The Client warrants that digitally delivered Advertising Material is free of viruses and other programs that could in any way damage Audax's digital environment.
- 5.6 Audax is entitled to change the content, form and/or format of Advertisements insofar as it deems necessary at its own discretion and within reason. The Client must also take account of the possibility of printing and/or colour deviations. Such changes or deviations do not entitle Client to compensation or any refund of the amount owed by the Client to Audax under the Advertising Agreement for the Advertisement concerned.
- 5.7 Subject to the provisions of Article 10.1, Audax is entitled to charge the Client technical processing costs if the Advertising Material delivered is not or is only partially suitable for placing the Advertisement.

- 5.8 Audax exercises the customary care in its use and processing of the Advertising Material. However, unless Audax acts intentionally or is grossly negligent, it is not liable for damage to or loss of the Advertising Material.
- 5.9 Audax may engage third parties for the performance of its obligations under the Advertising Agreements.
- 5.10 Unless agreed otherwise in the Advertising Agreement, Audax will provide the Client with one copy of the Placement, either digitally or in print (to be determined by Audax) after each Placement. Audax may charge costs for additional voucher copies (of other Media or subsequent editions of the same Medium) provided at the Client's request.
- 5.11 Subject to the provisions of Article 14.2, Audax may destroy all Advertising Material relating to the Advertising Agreement or remove it from its digital information carriers after the Advertising Agreement ends.

Article 6 – Distinctiveness of the Advertisement, Advertorials, Branded Content, editorial responsibility

- 6.1 Advertisements relating to the Advertiser's products or services will not be placed in the editorial sections of the relevant Medium, except for purely editorial considerations.
- 6.2 Audax will provide Advertorials and Branded Content with:
- (i) a clear and always immediately perceptible mention of the word(s) 'advertisement', 'advertorial', 'branded content', 'publicity', 'advertising message' or a similar indication;
 - (ii) a design that can be recognised at a glance as deviating from the design of the editorial part of the Medium; and
 - (iii) a clear and always immediately perceptible mention of the trade name and/or trademark of the Advertiser and/of the product or service promoted in the Advertisement.
- Advertorials and Branded Content will be used exclusively for the Placement by Audax under the Advertising Agreement and must otherwise not be used, reused or reposted by the Client or Advertiser without Audax's prior written consent.
- 6.3 The Client and Advertiser may not use the title, subtitle, logo or other distinguishing signs of Audax's Media or Audax itself without Audax's prior consent. Nor may the Advertiser's Advertisements establish any direct link between the relevant Medium and the Advertiser's business, products or services.
- 6.4 The Client and Advertiser acknowledge and respect the full independence of the editors of the Medium in which the Advertisement is placed in terms of content, and Audax is in no way liable for any costs or damage incurred by the Client or Advertiser because of editorial content or content placed by third parties.

Article 7 – Rates and Payment

- 7.1 The advertising rates, rate cards and any discounts set out in the Advertising Agreement apply to each Placement.
- 7.2 Unless explicitly stated otherwise, Audax's rates exclude VAT and other government levies.
- 7.3 Audax may change its advertising rates and/or rate cards during the term of the Advertising Agreement. Audax must inform the Client in writing of any such rate change. Unless expressly agreed otherwise, such a rate change also applies to Placements not yet done under the Advertising Agreement. If Audax increases rates by 25% or more, the Client may terminate the Advertising Agreement. Such a termination will not entitle the Client to any compensation.
- 7.4 The Client must pay the fee due for the Placement of Advertisements to Audax in the manner agreed in the Advertising Agreement. Unless agreed otherwise, the fee must be paid before the Placement of the relevant Advertisement. Audax may also charge advances on the amounts to be invoiced.
- 7.5 Audax will send invoices to the Client for the fees payable. Unless explicitly agreed otherwise

- in the Advertising Agreement, the Client must pay the invoices sent by Audax within 30 days of the specific invoice date.
- 7.6 If payment is late or not paid in full, Audax may suspend its activities on behalf of the Client.
- 7.7 For each month or part of a month by which the due date referred to in Article 7.5 is exceeded, the Client must pay Audax statutory interest calculated on the unpaid amount, subject to a minimum of €13.50 for each partially paid or unpaid invoice. The penalty interest is the statutory interest for commercial agreements as referred to in Section 6:119a of the Dutch Civil Code.
- 7.8 If measurement systems are used to determine the fee payable by the Client (e.g. to determine the number of clicks or leads), Audax's systems are decisive.
- 7.9 The Client may not set off amounts due to Audax against amounts that Audax may owe to the Client.
- 7.10 If a Media Agency enters into the Advertising Agreement with Audax in its own name for the Advertiser's benefit, the Advertiser and the Media Agency will be jointly and severally liable for payment of the amounts due under the Advertising Agreement.
- 7.11 If the Media Agency acts as agent or intermediary for an Advertiser, it must comply with its obligations of transparency towards the Advertiser and inform the Advertiser in advance and on its own initiative of any interest that the Media Agency may have, financially or otherwise, in concluding an Advertising Agreement with Audax.

Article 8 – Complaints

- 8.1 The Client must submit any complaint regarding an invoice in writing to Audax within 30 days of the invoice date, at the risk of otherwise forfeiting its claim. If the Client's complaint concerns part of an invoice, it must pay the undisputed part of the invoice on time.
- 8.2 A complaint from the Client concerning the performance of the Advertising Agreement does not affect the fulfilment of the Client's obligations under the Advertising Agreement.

Article 9 – Cancellation of a Placement

- 9.1 If the Client wishes to cancel a Placement, it must give Audax written notice. Such a cancellation does not affect the Client's obligations under the Advertising Agreement.
- 9.2 If the Client cancels a Placement, Audax may charge the Client a reasonable amount, in its opinion, up to 100% of the advertising rate due for that Placement.

Article 10 – Refusal of an Advertisement

- 10.1 Audax may refuse an Advertisement submitted by the Client in these cases:
- (i) there are technical objections to the Placement;
 - (ii) the Advertisement does not comply with the Delivery Conditions;
 - (iii) the Advertisement violates applicable laws and regulations and/or codes of conduct;
 - (iv) the Advertising Material concerned was not delivered, or was delivered incomplete, by the Client on the Closing Date;
 - (v) Audax rejects the content, nature, purpose or form of the submitted Advertisement or rejects it for other reasons of principle;
 - (vi) Audax reasonably expects that the Client will not pay;
 - (vii) the Client refuses to pay advances or other amounts due under the Advertising Agreement; or
 - (viii) Audax has other compelling reasons that it notifies to the Client.
- 10.2 If Audax rejects an Advertisement submitted by the Client on the basis of (i), (ii), (iii) or (v) of Article 10.1, Audax will inform the Client as soon as possible so the Client is able to adjust the Advertisement, if required, and only insofar as Audax deems this reasonably feasible in such a

way that Placement can still happen.

- 10.3 Audax's refusal of an Advertisement as referred to in Article 10.1 does not affect the Client's obligations under the Advertising Agreement (including the obligation to pay the advertising rates agreed in the Advertising Agreement for the refused Placement).
- 10.4 Notwithstanding the provisions of this Article 10, Audax may always refuse an Advertorial or Branded Content, without giving reasons or being liable to the Client for doing so.

Article 11 – Early termination

Audax may terminate the Advertising Agreement with immediate effect by written notice to the Client, if:

- (i) a petition has been filed for the insolvency of the Client or Advertiser, or the Client or Advertiser has been declared insolvent;
- (ii) the Client or Advertiser has applied for a suspension of payments, or the Client or Advertiser has been granted a suspension of payments;
- (iii) the Client or Advertiser is dissolved;
- (iv) the Client or Advertiser has ceased its business activities; or
- (v) the Client or Advertiser can otherwise no longer be deemed able to fulfil its obligations under the Advertising Agreement.

Audax may also terminate the Advertising Agreement with immediate effect by written notice to the Client, if:

- (vi) Audax's performance of its obligations under the Advertising Agreement would violate any applicable laws and regulations; or
- (vii) Audax decides to discontinue operating all or part of a Medium to which the Advertising Agreement relates.

Article 12 – Breach, liability and force majeure

- 12.1 If the Client or Advertiser fails to fulfil its obligations under the Advertising Agreement, Audax may suspend the performance of its obligations under the Advertising Agreement.
- 12.2 If the Client or Advertiser does not fulfil its obligations within the period set by Audax in a written notice of default, Audax may terminate all or part of the Advertising Agreement.
- 12.3 If payment is not made by the due date referred to in Article 7.5, the Client is automatically in default with no need for a notice of default.
- 12.4 If Audax suspends, terminates or gives notice of termination of the Advertising Agreement, this does not affect its right to be compensated by the Client for the damage it suffers in that regard.
- 12.5 The Client is liable for all direct and indirect damage that Audax suffers because of the Client's or Advertiser's failure to fulfil its obligations under the Advertising Agreement.
- 12.6 Audax is only liable for damage suffered by the Client if it acts intentionally or is grossly negligent. Any liability of Audax is limited in each case to the replacement of the Advertisement in the Medium concerned, in consultation between Audax and Client, or to the amount of the fee payable by the Client under the Advertising Agreement for the Advertisement concerned.
- 12.7 The Client indemnifies and holds Audax harmless against all third-party claims (including penalties and other sanctions imposed by private and public supervisory authorities) and resultant claims relating to the non-performance or late performance of the Client's or Advertiser's obligations towards Audax, expressly including claims relating to the unlawful content of an Advertisement or violation by the Client or Advertiser of applicable regulations.
- 12.8 The parties are not obliged (i) to fulfil their obligations under the Advertising Agreement on time and (ii) to compensate any damage suffered by the other party as a result, if they are prevented

from doing so because of force majeure. Force majeure always exists if third parties, suppliers or other business acquaintances hired by Audax fail to perform and in the event of strikes, unforeseen government measures, terrorist attacks or specific threats of such attacks, war, fire, natural disasters, the temporary unavailability or insufficient availability of hardware, software or internet connections (required in connection with the Placement of the Advertisement), as well as any other situation over which Audax cannot exercise decisive control.

- 12.9 If a situation of force majeure lasts for over 30 days, either Audax or Advertiser may terminate the Advertising Agreement in writing.

Article 13 – No exclusivity

Unless expressly agreed otherwise in writing, the Client is not entitled to any exclusivity with regard to Audax or one or more of its Media, or specific locations within those Media, in any form, and Audax may at its own discretion accept Advertisements from third parties and place Advertisements at any location in the same Medium.

Article 14 – Intellectual Property

- 14.1 Intellectual property rights relating to services or goods that Audax delivers or makes available under the Advertising Agreement, as well as their results (including drafts or proposals), to Advertising Material produced by or on behalf of Audax, or to data from users of Audax's Media, remain vested in Audax or its licensor(s). Insofar as necessary for the Placement of Advertisements, Audax grants the Client a non-exclusive and non-transferable right to use such intellectual property rights for that specific purpose only, for the duration of the Advertising Agreement.
- 14.2 Intellectual property rights relating to services or goods that the Client or Advertiser make available to Audax under the Advertising Agreement, as well as with regard to the Advertisement (including, but not limited to, text, visual material, design, logos, trademarks and trade names of the Client, the Advertiser or their respective licensor(s)) remain vested in the Client, the Advertiser or their respective licensor(s). Insofar as necessary for the Placement of Advertisements, the Client or Advertiser grants Audax a non-exclusive and non-transferable right to use such intellectual property rights for that specific purpose only. This includes the right to also keep the Advertisements as placed in, and in combination with, the relevant publication available and accessible after that publication is published, for the duration of the Advertising Agreement and afterwards, including, but not limited to, in the context of physical or electronic archives and through search engines. The Client indemnifies and holds Audax harmless against any third-party and resultant claims relating to Audax's use of these intellectual property rights.
- 14.3 Advertorials or Branded Content wholly or partially produced by Audax and/or an Influencer remain the property of Audax or that Influencer.

Article 15 – Processing of personal data

- 15.1 Audax records the Client's data to perform the Advertising Agreement and to be able to inform the Client about Audax's other products and services. Audax acts as the controller in the processing of the Client's data and this processing occurs in accordance with the applicable privacy statement, which can be found at www.meermediabereik.nl.
- 15.2 If the Advertisement contains personal data, Audax acts with regard to such data as the processor or subprocessor and the Advertiser acts as the controller within the meaning of the General Data Protection Regulation (GDPR). Audax will process the data concerned solely for the purpose of performing the Advertising Agreement.
- 15.3 Insofar as the processing of the personal data referred to in Article 15.2 falls under the scope

of the GDPR, Audax undertakes with respect to these data:

- (i) to process the personal data exclusively for the purpose described in Article 15.2 and in accordance with any written instructions given by the Client before entering into the Advertising Agreement;
- (ii) except insofar as disclosure and/or transfer is intended, to treat the personal data confidentially and not to forward it to third parties (other than subprocessors) without the Client's prior written consent;
- (iii) to adopt all appropriate technical, physical and organisational measures for secure processing, retention and/or storage;
- (iv) if requested, to assist the Client in fulfilling the Advertiser's duty to respond to requests by data subjects to exercise their rights, insofar as possible;
- (v) to retain the personal data for no longer than is reasonably necessary and destroy such data, including data and information derived from the supplied data, and any copies made immediately after the Advertising Agreement has been fully performed, on the understanding that Audax may always store the personal data as part of its digital archive of the Medium in which the Advertisement is placed;
- (vi) not to process or have personal data processed in countries outside the European Union, unless this is legally permitted;
- (vii) to inform the Client immediately and provide a report within a reasonable period if Audax is aware of or suspects any unauthorised use, security incidents or data breaches involving the personal data, to cooperate with the Client to recover such data and, if necessary, to inform data subjects and prevent further unauthorised use, distribution or disclosure;
- (viii) to notify the Client without delay if a competent body has made a legally binding request for the provision of personal data, unless such notification is prohibited;
- (ix) to provide the Client with the opportunity to monitor the implementation of, and compliance with, the arrangements made for this purpose regarding the retention and use of personal data.

15.4 Audax may use third parties in the performance of the Advertising Agreement who are then regarded as subprocessors with respect to any personal data included in the Advertisement. Audax must ensure that these subprocessors are bound by the same or equivalent obligations as those imposed on Audax under Article 15.3. Audax must inform the Client about these subprocessors on request. The Client may object to the provision of the personal data in the Advertisement to these subprocessors. In that case, Audax may terminate the Advertising Agreement.

Article 16 – Use of segment data

16.1 The Client and Advertiser are permitted to use the data on Audax segments made available to them under an Advertising Agreement solely for the Placement of Advertisements under that Advertising Agreement. Any other use is expressly prohibited, explicitly including adding these segment data to their own profile or other data.

16.2 Insofar as the segment data contain personal data, the Client and the Advertiser are independent controllers within the meaning of the GDPR for their processing of these personal data, and therefore each independently responsible for complying with the applicable laws and regulations in this regard. If and insofar as required by law, Audax will ensure that consent is obtained from data subjects for the use of the segment data under this article. The Client and the Advertiser must immediately inform Audax if they issue a notification to the Dutch Data Protection Authority and/or a communication to the data subjects under Articles 33 and 34 GDPR, respectively.

16.3 If the Client and/or Advertiser use third parties when placing the Advertisement(s), the Client warrants that these third parties will use the segment data exclusively for the benefit of the Client and/or Advertiser and in accordance with this article.

Article 17 – Confidentiality

- 17.1 During the term of the Advertising Agreement and for two years afterwards, Audax, the Client and the Advertiser must maintain confidentiality regarding the content of the Advertising Agreement and all confidential and/or commercially sensitive information provided by the Client or the Advertiser to Audax, or by Audax to the Client or the Advertiser under the Advertising Agreement, and not disclose such information to third parties (other than their respective professional advisers and finance institutions) without the provider's prior written consent.
- 17.2 The duty of confidentiality referred to in Article 17.1 does not apply insofar as:
- (i) the recipient is required by law or a court order to disclose such confidential information;
 - (ii) the relevant confidential information was already common knowledge or in the public domain at the time of its disclosure; or
 - (iii) the relevant confidential information was already in the recipient's possession through a source other than the provider at the time of its disclosure.

Article 18 – Other provisions

- 18.1 If one or more provisions of these General Advertising Conditions prove to be non-binding or invalid, the provision concerned will be replaced by a legally permitted provision that approximates the intention of the provision that has lapsed as closely as possible. The ineffectiveness or invalidity of one of the provisions of these General Advertising Conditions does not affect the validity of the remaining provisions.
- 18.2 Neither party to the Advertising Agreement is entitled to assign its rights and obligations under the Advertising Agreement to third parties without the other party's prior written consent, provided that Audax is always entitled to assign its rights and obligations under the Advertising Agreement to any of its group companies without the Advertiser's prior written consent.

Article 19 – Applicable law and competent court

- 19.1 Dutch law applies to this Advertising Agreement and these General Advertising Conditions.
- 19.2 Disputes arising from the Advertising Agreement and/or these General Advertising Conditions will be submitted in the first instance to the competent court in Amsterdam.

II ADDITIONAL PROVISIONS RELATING TO PRINTED ADVERTISEMENTS

Part II of these General Advertising Conditions supplements Part I and contains further provisions on printed Advertisements.

Article 20 - Creative Formulas

- 20.1 If Client wishes to use Creative Formulas, Audax will inform the Client in writing, where applicable in addition to the provisions of the Advertising Agreement, of the specific conditions that apply in this regard to maximum numbers, format, prices and other details.
- 20.2 The Client must consider the possibility of deviations with regard to positioning in the Advertisement and numbers. Such a deviation does not entitle the Client to compensation or any refund of the amount owed by the Client to Audax for the Creative Formula concerned.
- 20.3 The Client indemnifies and holds Audax harmless against any third-party claims relating to the distribution and content of Creative Formulas and all damage that Audax has suffered or will suffer in that connection.

III ADDITIONAL PROVISIONS RELATING TO DIGITAL ADVERTISEMENTS

Part III of these General Advertising Conditions supplements Part I and contains further provisions on digital Advertisements. This Part III applies only to display advertisements and digital Advertorials and Branded Content, and expressly excludes classified advertisements and search engine advertising.

Article 21 – Premium Display Advertising

- 21.1 This Article 21 applies if and insofar as the Client and Audax have agreed on Premium Display Advertising.
- 21.2 The Client is entitled to add images and sound to Advertisements at no extra cost. If the Client wishes to use this option, Audax will inform the Client in writing, where applicable in addition to the provisions of the Advertising Agreement, of the specific conditions that apply in this regard to size, duration, form and content of the relevant audio and/or visual material. Audax is always entitled to refuse such audio and/or visual material without giving reasons or being liable to the Client in this respect.
- 21.3 The Client may change the Advertising Material concerned each week at no extra cost. The Client may also use the frequency caps made available to it by Audax at no extra cost.

Article 22 – Fixed Position Advertising

- 22.1 This Article 22 applies if and insofar as the Client and Audax have agreed on Fixed Position Advertising.
- 22.2 If the Client's agreed fixed position is unavailable, Audax may suspend or cancel the Placement of the Advertisement, without the Client being entitled to compensation for costs incurred and/or damage suffered.

Article 23 – Performance Campaign

- 23.1 This Article 23 applies if and insofar as the Client and Audax have agreed on a Performance Campaign.
- 23.2 Although Audax will try to achieve the highest possible click-through rate during the Performance Campaign, it is not obliged to achieve any result in this regard.
- 23.3 Real-time insight into the Performance Campaign will be made available to the Client on request.

Article 24 – Cookies

- 24.1 If and insofar as the Client or Advertiser uses Cookies in the Advertising Material, the Client must ensure that both it and its clients and/or other third parties it engages comply with all applicable laws and regulations, including but not limited to the Telecommunications Act.
- 24.2 Insofar as personal data is processed by or on behalf of the Client and/or Advertiser with the use of the Cookies, only the Client and/or Advertiser determine(s) the purpose and means of this processing (within the set limits of the Advertising Agreement) and Audax does not process these data in any way. The Client or the Advertiser is therefore the controller and Audax is neither the controller/joint controller nor processor within the meaning of the GDPR.
- 24.3 The Client indemnifies and holds Audax harmless against any third-party claims arising from the Client's and/or Advertiser's failure to comply with the applicable laws and regulations regarding Cookies, including, but not limited to, Section 11.7a of the Dutch Telecommunications Act (*Telecommunicatiewet*) and the GDPR. The Client is liable for all penalties that the supervisory authorities impose on Audax in this regard.



Article 25 – Use of Influencers

The use of Influencers in publishing Advertorials and Branded Content is subject to the following provisions, where applicable in addition to those of the Advertising Agreement:

- (i) the Influencer is selected by Audax, in consultation with the Client;
- (ii) contact with the Influencer is exclusively through Audax; and
- (iii) the relevant Advertorial or Branded Content is prepared by the Influencer, who has complete freedom within the agreed frameworks. The Advertorial or Branded Content will be submitted to the Client for approval. The Advertorial or Branded Content may be rejected only if it contains factual inaccuracies or does not comply with the provisions of the Advertising Agreement or these General Advertising Conditions.

Article 26 – Miscellaneous

- 26.1 If Audax and the Client agree that the fee payable by the Client to Audax for the Placement will be calculated based on measurement systems, the measurement systems as determined by Audax will be used.
- 26.2 Audax will endeavour to ensure that any malfunction or maintenance of a Medium on which an Advertisement is placed is resolved or completed as soon as possible. Audax is not liable for any damage resulting from the temporary or permanent inaccessibility of the Medium concerned.

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