

## **GENERAL TERMS AND CONDITIONS**

### **1. Definitions**

The capitalised terms and expressions listed below are always defined as follows for the purpose of these General Terms and Conditions:

A. 'Applicant': an authorised person or representative acting on behalf of the Advertiser who examines these General Terms and Conditions in that capacity and accepts them for the Advertiser;

B. 'Advertiser': the natural person or legal entity that contracts with DPG Media directly or indirectly through an Applicant, enters into a relationship with DPG Media in any other way, or has expressed the intention to do so;

C. 'Advertisement': (i) an announcement or notice in the Print Media, or (ii) a Spot, Online Advertisement or Non-Spot Advertisement on Audiovisual and Online Media;

D. 'General Terms and Conditions': these terms and conditions of sale of DPG Media, including the Special Terms and Conditions that supplement the General Terms and Conditions, as set forth under the section 'Special Terms and Conditions' of these General Terms and Conditions (referred to below as 'Special Terms and Conditions');

E. 'Audiovisual and Online Media': the television, digital or other radio, podcast, mobile, streaming and/or online channel;

F. 'Trade secret': the information as defined in Article I.17/1, 1 of the Belgian Economic Law Code;

G. 'Digital Platform': the websites, apps and/or other media platforms of DPG Media and/or the Media Companies, or whose commercial management has been transferred to DPG Media;

H. 'DPG Media': the service provider under the Agreement, with its registered office at Mediaplein 1, 2018 Antwerp (Belgium), entered in the Register of Legal Entities (Antwerp District Court) with enterprise number 0432.306.234;

I. 'Print Media': a newspaper and/or magazine, including in digital form;

J. 'Media Company' or 'Media Companies': the company or companies that are part of DPG Media Group NV, as well as any other third party for whom DPG Media acts as an external director;

K. 'Medium' or 'Media': the television, digital or other radio, podcast, mobile, streaming and/or online channel (collectively: 'Audiovisual and Online Media') and/or the Print Media for which the Advertisement is booked and that are the Media Companies' property;

L. 'Non-Spot Advertisement': an Advertisement, consisting of visual and/or audio material that is intended to be broadcast outside the Advertising Blocks, including sponsor messages, billboarding, tags, product placement and overlays, branded content video, Top Topical and Speakerine.

M. 'Online Advertisement': an Advertisement that is intended to be placed – outside DPG Media's editorial responsibility – on a Digital Platform for the Advertiser's benefit, including, but not limited, to banners, buttons, video advertising (pre-rolls, post-rolls, mid-rolls, and so forth), branded content, homepage takeovers, display ads, etc.;

N. 'Agreement': the written mutual undertakings to which the Advertiser and/or the Applicant on the one hand, and DPG Media on the other hand, have committed towards each other, including (1) the order form or order confirmation, (2) the DPG Media Guide mentioned in Article 2.6, (3) if applicable, an agreement with an annual commitment and Additional Terms and Conditions, (4) these General Terms and Conditions, and (5) the Technical Specifications.

O. 'Advertising Block': a set of Spots combined for a certain period;

P. 'Spot': an Advertisement, consisting of visual and/or audio material, intended to be broadcast for the Advertiser's benefit in Advertising Blocks around the programmes, on the Media Companies' Audiovisual and Online Media;

Q. 'Technical Specifications': DPG Media's technical specifications for delivering Advertisements, the latest version of which is available at [Technical Specifications](#);

R. 'Confidential Information': all information, such as the offered and/or agreed terms and conditions, all information relating to fees, discounts, business and commercial matters, financial forecasts and budgets, strategic plans, marketing and advertising plans (including, where applicable, of the relevant Media Companies) and all Trade Secrets relating to DPG Media and/or the Media Companies, learnt or communicated in writing or orally in relation to the Agreement or during its negotiation, whether or not marked as 'confidential', except for (i) information that is already in the public domain at the time of disclosure with no breach of the duty of confidentiality, or unauthorised disclosure by the Advertiser, the Applicant and/or a third party, (ii) information that is already in the lawful possession of the Advertiser and/or Applicant on the date of its disclosure by the Advertiser and/or Applicant.

## **2. General**

2.1 These General Terms and Conditions apply to the Agreement and the entire cooperation between DPG Media and the Advertiser and/or Applicant regarding the sale of Advertisements and to the related services that DPG Media provides for the purpose of this cooperation.

2.2 If there are any inconsistencies between the provisions of (i) the Agreement, (ii) the Special Terms and Conditions for 'Creative campaigns' (see below), (iii) the rate card, and/or (iv) the General Terms and Conditions, the provisions of (i) take precedence over (ii), (iii) and (iv)).

2.3 The Advertiser or their Applicant acknowledge that they were able to examine these General Terms and Conditions, no later than when the commitments with DPG Media and/or the Media Companies were entered into, and that they accept them. They agree that the application of other general or further terms and conditions is excluded. Deviating from these General Terms and Conditions is valid only if DPG Media or one of its legal representatives accepts such a deviation in advance, explicitly and in writing.

2.4 The Advertiser accepts that these General Terms and Conditions apply, as DPG Media's consistent and customary terms and conditions, to follow-up and/or

supplementary offers in the future, as well as to agreements between the same parties, their formation and/or performance.

2.5 If it transpires that one or more separate provisions of these General Terms and Conditions or of the Agreement between DPG Media and the Advertiser are invalid, this will not affect the validity of the other provisions of the General Terms and Conditions, or those of the Agreement itself of which the General Terms and Conditions form part. The Parties agree that a fully or partially invalid or unenforceable provision will be automatically replaced by operation of law by a new, valid and enforceable provision that approximates the purpose (including the economic consequences) of the General Terms and Conditions, the Agreement and the original text of the provision as closely as possible.

2.6 Any interested party may consult these General Terms and Conditions at <https://www.dpgmediagroup.com/general-conditions>. The DPG Media Guide can be accessed at <https://www.dpgmediagroup.com/advertising/inspiration-and-insights/dpg-media-guide>.

2.7 These General Terms and Conditions do not cover programmatic advertising deals. The provisions under '2. Ad Manager' of the Special Terms and Conditions below apply to advertising through DPG Ad Manager.

2.8 The Dutch version of the General Terms and Conditions is the only official version. Translations in languages other than Dutch are unofficial and always subordinate to the Dutch version if there are any disputes or interpretation issues.

### **3. Application and scheduling**

3.1 Each application for an Advertisement on Audiovisual and Online Media must be submitted by email.

3.2 The application must clearly state the name, the place of residence or registered office, and, if applicable, the type of company of the Applicant. The Applicant is jointly and severally liable with the Advertiser to DPG Media for the payment of any amount due under the Agreement. If an Applicant is foreign, DPG Media may request that the name, place of residence or registered office, and any type of company also be provided of a representative established in Belgium also be given, which will then also be jointly and severally liable towards DPG Media for payment and which accepts this joint and several liability by co-signing the application. The application must also state the identity of the underlying Advertiser, specifying the brand or trade name of the product or service being advertised, together with the Applicant's confirmation that they are authorised to have the Advertiser's Advertisement broadcast by DPG Media.

3.3 DPG Media will process and rank applications for Advertisements on Audiovisual and Online Media, provided they are fully and validly completed, at its discretion, according to the available broadcasting time and will send an order confirmation or order form for this purpose to the Applicant or Advertiser, specifying the price or pricing. The Advertiser or Applicant and, if the Applicant is foreign, also their Belgian representative, must sign the order confirmation or order form for approval. The order confirmation or order form must be returned: (i) within 10 (ten) business days of receipt, or (ii) within 8 (eight) business days of receipt if the campaign starts within 4 (four) weeks.

3.4 In respect of requests for an Advertisement on Audiovisual and Online Media, a confirmation is valid only if it concerns the totality of the order confirmation or order form, is without reservation, and has been signed by all parties involved. It must also be

dated and returned within the applicable period. If this is not done, the order confirmation or order form will expire, and DPG Media may freely dispose of the relevant broadcasting time or advertising space. If the Advertiser or Applicant confirms the order confirmation or purchase order, a definitive Agreement is created based on the terms of the quotation.

3.5 Applications for an Advertisement in Print Media are definitive only on receipt of an order form that the Advertiser has clearly and fully completed and signed or returned for approval. Bookings are subject to the availability of each Medium.

3.6 If DPG Media's confidence in the creditworthiness of the Advertiser, Applicant and/or their Belgian Representative is impaired by acts of judicial execution and/or other demonstrable events that call into question or render impossible the confidence in the proper performance of the Advertiser's and/or Applicant's commitments, DPG Media may (i) demand appropriate guarantees from the Advertiser, Applicant and/or their Belgian Representative; and/or (ii) suspend its own performance.

3.7 If the Advertiser, the Applicant and/or their Belgian representative fail to pay, are otherwise in breach of contract, or Article 3.6 applies, DPG Media may, subject to written notice and with no notice of termination:

- suspend the performance of the Agreement;
- suspend the performance of other agreements;
- suspend the performance of other Agreements yet to be started;
- demand full or partial prepayment of other Agreements; and/or
- immediately and unilaterally set off all credit notes granted to the Advertiser, the Applicant and/or their Belgian representative against outstanding invoices.

In all the aforementioned cases, the Advertiser, the Applicant and/or their Belgian representative will not be entitled to the judicial or extrajudicial reparation of damage, any price reduction, termination or annulment, and will be unable to claim specific performance of the relevant agreement(s) from DPG Media or the Media Companies for as long as the non-payment or other breach of contract has not been fully remedied.

3.8 The Agreement obliges the Advertiser and/or Applicant to deliver the Advertisements in accordance with Article 6 of these General Terms and Conditions.

3.9 DPG Media may refuse or no longer publish or broadcast Advertisements, including if an Advertisement is contrary to (i) the applicable statutory, regulatory and ethical provisions, (ii) DPG Media's and/or the Media Companies' values or strategy, or (iii) the editorial line of the medium in which the Advertiser wishes to advertise.

#### **4. Postponement, cancellation and suspension**

4.1 The Applicant or Advertiser may cancel an entire Advertisement, or part of an Advertisement, on Audiovisual and Online Media only by means of an email with a read receipt sent to the Applicant's or Advertiser's usual contact person at DPG Media. DPG Media must receive this email at least 60 (sixty) calendar days before the first broadcast or placement of the Advertisement, on condition that 5% (five per cent) of the agreed price for the Advertisement, excluding VAT, is paid at the same time. For a cancellation between 60 (sixty) and 30 (thirty) calendar days before the broadcast of the first Advertisement, 50% (fifty per cent) of the agreed price is payable. Cancellation is no longer possible as from 30 (thirty) calendar days before the broadcast of the first Advertisement of a campaign and the original Agreement remains binding. However, other periods, as mentioned in Article 4.2, apply to Non-Spot Advertisements.

4.2 The Applicant or Advertiser may cancel an entire Non-Spot Advertisement, or part of a Non-Spot Advertisement, only by means of an email with a read receipt sent to the Applicant's or Advertiser's usual contact person at DPG Media at least 90 (ninety) calendar days before the first broadcast and provided that 5% (five per cent) of the agreed price for the Non-Spot Advertisement, excluding VAT, is paid at the same time. For a cancellation between 90 (ninety) and 60 (sixty) calendar days before the broadcast, 50% (fifty per cent) of the agreed price is payable. Cancellation is no longer possible as from 60 (sixty) calendar days before the broadcast and the original Agreement remains binding.

The Advertiser and/or their Applicant cannot cancel or transfer the Agreement relating to product placement (or the part of the Agreement relating to product placement).

4.3 The Advertiser or Applicant may postpone or transfer a specific Advertisement on Audiovisual and Online Media to another time block or date within the same six-month period only by means of an email with a read receipt sent to the usual contact person at DPG Media, which DPG Media receives at least 5 (five) business days before the date of the original broadcast. DPG Media handles postponement or transfer requests at its discretion within the possibilities of the schedule, and for Non-Spot Advertisements purchased specifically around a particular programme, within the restrictions of the broadcast schedule. The Advertiser and/or Applicant always remain bound by the original amount of the Agreement, notwithstanding the application of higher rates if the request leads to it.

4.4 The Advertiser or Applicant cannot cancel an order or ongoing commission for Print Media in the period of 14 (fourteen) calendar days before the reservation deadline. If the cancellation occurs in a period between 28 (twenty-eight) and 15 (fifteen) calendar days before this reservation deadline, 50% (fifty per cent) of the budget will be invoiced. Orders for premium placements or creative formulas cannot be cancelled. Changes to an ordered Advertisement or campaign can be communicated by email with a read receipt sent to the usual contact person at DPG Media no later than 3 (three) business days before the reservation deadline.

4.5 DPG Media may suspend the broadcast or placement of an Advertisement if there are compelling reasons for doing so and must notify the Applicant or Advertiser by email of this suspension in advance.

4.6 DPG Media may regard the Agreement as annulled with no prior notice of default in the event of bankruptcy, a manifest inability to pay or any substantial change in the legal situation (such as a change of control) of the Applicant and/or their Belgian representative and/or Advertiser.

4.7 If a change occurs in the mix of media and carriers of DPG Media or the Media Companies for any reason and at any time, this will not affect the contractual commitments entered into regarding the budget to be spent, the discount granted or the term of the agreement, among other things. If necessary, the Parties will make the necessary arrangements regarding the specific distribution of the budget.

## **5. Placement of an Advertisement**

5.1 The specifications given by DPG Media are indicative only and reservations relate to an Advertising Block's place in the broadcast schedule and not to the exact time specified. If DPG Media and/or one of the Media Companies have to adjust the broadcasting schedule because of any current developments or programming reasons, DPG Media may revise the schedule, without the Advertiser and/or Applicant being

entitled to compensation and without the Advertiser and/or Applicant being able to invoke this revision as a ground for terminating or annulling the Agreement.

5.2 Any request for a Spot to have a specific place within an Advertising Block implies an increase in the applicable rate as provided in the DPG Media Guide referred to in Article 2.6.

5.3 For Advertisements in Print Media, reference is made to the specific arrangements in the DPG Media Guide referred to in Article 2.6.

## **6. Characteristics of an Advertisement**

6.1 Each Advertisement may relate to only one brand, trade name, product, service or company.

6.2 Other advertisers or brands may be mentioned in the Advertisement in exceptional cases only. Price increases as provided for in the DPG Media Guide referred to in Article 2.6 apply to this. The application for the Advertisement must specify this mention of other advertisers or brands.

6.3 Only the Advertiser and/or Applicant are fully liable for the content and form of the Advertisement (including towards all third parties, and all authorities). The Advertiser and/or Applicant also warrant the compliance of the Advertisement with all applicable statutory, regulatory and ethical provisions, and with the DPG Media Guide, and irrevocably and unrestrictedly indemnify DPG Media and the Media Companies against all third-party claims or actions against DPG Media and the Media Companies. This includes claims for alleged or actual infringement of the prevailing legislation, or for compensation for direct, indirect, immaterial or potential damage caused by the publication. DPG Media may also refuse an Advertisement without giving reasons, or request a change to it, including under Article 3.9, in which case the Advertiser and/or Applicant must allow DPG Media to inspect the Advertisement in good time immediately at DPG Media's request, without this inspection releasing the Advertiser and/or Applicant of their full liability and obligation to indemnify DPG Media and the Media Companies.

6.4 The Applicant, the Advertiser, and the Belgian representative are prohibited from using or making reference in any way, and in any text, to DPG Media or the Media Companies, as well as to their media, content, programmes, websites, logos, brands, TV presenters or journalists, under penalty of immediate termination of the Agreement, notwithstanding DPG Media's and/or the Media Companies' right to compensation. All Advertisements featuring employees, contractors, permanent, occasional or freelance co-workers of DPG Media and/or the Media Companies, whether audibly, visually or otherwise explicitly or implicitly, are prohibited and will be refused. This rule may be deviated from only by prior written and explicit Agreement.

6.5 The Advertiser and/or Applicant must fully indemnify DPG Media and the Media Companies against all third-party claims regarding all intellectual and industrial property rights relating to the content and form of the Advertisement. The Advertiser and/or Applicant warrant that if audio or visual material is used in the Advertisement texts, all necessary consents have been obtained and fees have been paid to all rightholders (including authors and the depicted persons). The Advertiser and/or Applicant also warrant that all fees due to third parties (including copyright and neighbouring right holders) in connection with DPG Media's publication and reproduction of the material supplied by the Advertiser and/or Applicant on the Media have been paid. The Advertiser and/or the Applicant further warrant that they or the aforementioned third-party rightholders (or the collecting societies representing them) will not claim any fees



relating to the publication and reproduction of the material by DPG Media or the Media Companies.

6.6 DPG Media may refuse, end or suspend the broadcasting or publication of a specific Advertisement, including if that Advertisement is contrary to (i) the applicable statutory, regulatory and ethical provisions, (ii) DPG Media's and/or the Media Companies' values or strategy, or (iii) the editorial line of the medium in which the Advertiser wishes to advertise, or if it can harm its reputation.

DPG Media must inform the Advertiser and/or Applicant of this measure and allow them to replace the Advertisement with a compliant Advertisement. The application of this measure will be at the Advertiser's and/or Applicant's expense, with no liability of DPG Media or the relevant Media Company for any reparation of damage and without the Advertiser and/or Applicant being able to invoke this measure as a ground for suspending, annulling or terminating the Agreement and/or a price reduction.

6.7 The Advertiser and/or Applicant must indemnify DPG Media and the Media Companies against and, where applicable, compensate DPG Media and the Media Companies for any claim that might arise from a breach by the Advertiser and/or Applicant of their obligations, representations and warranties under the Agreement. This includes a claim based on a procedure, a request for compensation, sanctions, reimbursement of costs, and so forth. If DPG Media and/or the Media Companies are summoned in connection with such a claim, the Advertiser and/or Applicant must voluntarily intervene in the proceedings at DPG Media's and/or the Media Companies' request.

6.8 DPG Media may refuse Advertisements that do not have the agreed length or size or Advertisements that do not comply with the Technical Specifications . If the Advertisement differs from the agreed length and is still accepted, the price will be adjusted to the spot length delivered.

6.9 The spoken and/or written message of the Advertisement is in the language of the relevant Medium. DPG Media may refuse advertisements prepared in a language other than that of the relevant edition and it will not translate them unless the client expressly requests and pays for the translation. Any deviation from these rules must first be submitted to DPG Media for approval.

6.10 By entering into the Agreement, the Advertiser and/or Applicant grant DPG Media and the Media Companies a non-exclusive right for the duration of the broadcast and/or publication to broadcast and/or publish the Advertisement in or on the Media, through all possible transmission systems and on all possible devices, linear or non-linear, regardless of whether or not the viewer/reader/surfer/listener pays for this Advertisement.

6.11 The Advertiser and/or Applicant accept that the content or quality of the Media itself can never be a reason not to comply with their obligations under the Agreement (including these General Terms and Conditions), or to invoke DPG Media's or the Media Companies' liability in that respect.

6.12 DPG Media may overwrite linear campaigns with non-competing addressable Spots for complementary target audiences. The performances of these linear campaigns will be correctly measured and re-weighted in accordance with a CIM-approved methodology.

## **7. Digital Platforms**

7.1. The Advertiser and/or Applicant may not use the Digital Platforms contrary to the provisions of the Agreement, the General Terms and Conditions and applicable

regulations (including, but not limited to the Electronic Communications Act and the Privacy legislation, as defined in Article 18).

7.2 The Advertiser and/or Applicant may not resell the advertising space on the Digital Platforms to which they have obtained access under this Agreement to third parties.

7.3. The Advertiser and/or Applicant may not use the Advertisements for:

- sending email messages (including spam and advertising) to third parties, with or without a commercial purpose; and/or
- sending email messages or uploading files containing viruses or similar software programs that could harm the operation of the Digital Platforms offered by DPG Media and/or the Media Companies, the internet, or the computers and/or software of third parties.

7.4 DPG Media and/or the Media Companies strive to ensure that visitors can access the Digital Platforms on which online advertising space is offered. DPG Media and/or the Media Companies do not warrant that the Digital Platforms will be uninterrupted or fully available at all times and may without notice block or decommission a Digital Platform for maintenance, adaptation or improvement, or to modify, expand, delete or otherwise change a Digital Platform. The Advertiser and/or Applicant cannot claim any reparation of damage because of such interruptions, other than for a portion of the Advertisement price insofar as DPG Media and/or the Media Companies would not publish or fully publish the Advertisement as a result.

## **8. Delivery and technical features**

The material must be delivered in accordance with the Technical Specifications and delivery periods stated on <https://www.dpgmediagroup.com/advertising/technical-specifications-overview/technical-specifications>. The Advertiser is solely responsible for the quality of the material.

## **9. Quality**

DPG Media may refuse an Advertisement that has not been delivered in accordance with the Technical Specifications and delivery periods, notwithstanding the Advertiser's and/or Applicant's full liability and without this limiting or reducing their commitments to DPG Media.

## **10. Media distribution**

Neither DPG Media nor the Media Companies accept any liability in connection with the quality or continuity of the Media distribution, including the transmission of television and/or radio signals to the subscribers of the service distributor or the distribution by any other means, and will have fully discharged themselves from their obligations by including the Advertisements in the Media unless DPG Media and/or the Media Companies (and/or their employees) act intentionally or commit a serious error, or an error of DPG Media and/or the Media Companies (and/or their employees) affect the life or physical integrity of any person.

## **11. Termination**



11.1 Each Party may terminate the Agreement, by registered letter, with immediate effect and with no judicial intervention, if the other Party breaches this Agreement and that Party does not fully remedy or end the breach within ten (10) calendar days of receipt of a notice of default sent by registered post specifying the nature of the breach and requesting the Party in breach to remedy or end such breach. The notice of default will be deemed to have been received on the third business day after bpost has delivered the registered letter. DPG Media may also terminate the Agreement, by registered letter, with immediate effect, with no judicial intervention and without owing any compensation or other payment, if the Advertiser and/or Applicant: (i) act contrary to Article 6.3 of these General Terms and Conditions; (ii) act contrary to Article 17 of these General Terms and Conditions; and/or (iii) if the Advertiser and/or Applicant fail to refrain from any act, statement or declaration that may cause damage to DPG Media and/or the Media Companies, or harm their reputations, including their activities (programmes, journalistic content, events, brands, and so forth).

11.2 Either Party may terminate the Agreement, by registered letter, with no prior notice of default, no judicial intervention, and with immediate effect if (i) the other Party becomes unable to pay or goes into liquidation, (ii) a petition is filed for their bankruptcy, (iii) if the other Party is declared bankrupt or has become insolvent (iv) if prejudgment attachment or attachment in execution is levied on a substantial part of that Party's assets and such attachment adversely affects the fulfilment of that Party's obligations, or (v) in case of any reorganisation under Book XX, Part V of the Belgian Code of Economic Law or any similar foreign or other procedure by that Party, notwithstanding DPG Media's and/or the Media Companies' right to suspend the performance of the Agreement and/or other agreements in accordance with Article 4.5 as from the date the Advertiser and/or Applicant are admitted to any reorganisation procedure.

11.3 If DPG Media or the Media Companies decide to cancel the event, the edition of a medium or a programme to which an Advertisement is attached, the Advertiser and the Applicant cannot claim any reparation of damage because of such cancellation, other than the price or part of the price of the Advertisement already paid insofar as the Advertisement would not be placed, or would not be fully placed, by DPG Media and/or the Media Companies as a result.

## **12. Liability**

12.1 DPG Media performs the Agreement with the Advertiser and/or Applicant, along with its other activities and services, as carefully as possible. Neither DPG Media nor the Media Companies can be held liable for any damage, of whatever nature, that the Advertiser and/or Applicant and/or a third party incur by reason of, or as a consequence of, the placement of the Advertisement by DPG Media (whether or not in cooperation with the Media Companies) in accordance with the Agreement.

12.2 DPG Media and the Media Companies cannot be held liable in any case for unforeseeable, indirect, potential or immaterial damage, including, but not limited to, loss of business, lost revenue and profit, loss of customers, data loss or corruption, cost increases, loss of contracts and additional costs. DPG Media's and the Media Companies' joint total liability in all cases is expressly limited, to the exclusion of all other sanctions, at DPG Media's or the Media Companies' discretion, to either DPG Media's and/or the Media Companies' specific performance of the Agreement, or the repayment of that part of the price of the Advertisement to which the breach of contract relates.

12.3 The limitations of liability in this Article 12 do not apply if DPG Media and/or the Media Companies or one of their employees act intentionally or fraudulently, or if an error of DPG Media and/or the Media Companies (and/or their employees) affect the life or physical integrity of any person.

### **13. Force majeure**

13.1 Either Party may at any time suspend the performance of one or more obligations under the Agreement in the event of Force Majeure (as defined below), without being liable to pay any compensation, provided it notifies the other Party within a reasonable time. If a Party is unable to fulfil their obligations under the Agreement because of a force majeure situation for a period of at least one (1) month, the other Party may terminate the Agreement, without the Parties being obliged to pay each other any compensation.

13.2 Force Majeure is any event, external or otherwise, unforeseeable and/or unavoidable, which reasonably makes it temporarily or permanently impossible or unreasonably difficult for DPG Media and/or the Media Companies or the Advertiser to perform an obligation, without this circumstance being attributable to that Party (referred to below as '**Force Majeure**'), including, but not limited to, war, epidemics, pandemics, internal and/or external strikes, lockouts, fire, floods, theft of merchandise, hacking, decisions of a government or judicial authority, logistical problems, technical failures or serious problems with service providers. DPG Media and/or Media Companies also have a Force Majeure situation if there is a problem in the Media distribution as described in Article 10 of these General Terms and Conditions.

13.3 The Parties expressly exclude any reliance on circumstances that do not constitute Force Majeure, even if these circumstances create an imbalance that did not exist when the Agreement was concluded. Article 5.74 of the Belgian Civil Code is expressly excluded.

### **14. Complaints**

14.1 Any complaint about DPG Media's non-compliant performance of its commitments will be dealt with only if the usual contact person at DPG Media receives an email about this within 8 (eight) calendar days of the date of the placement by DPG Media.

14.2 If the Advertiser and/or Applicant claim that DPG Media and/or the Media Companies have not broadcast or published an Advertisement, DPG Media must provide evidence of its inclusion in the programming or publication. If it transpires that the Advertisement was not broadcast or published, the agreed price will not be invoiced.

14.3 If DPG Media has programmed or published another of the Advertiser's Advertisements, it must place a new Advertisement for the value of that Advertisement in consultation with the Advertiser.

14.4 DPG Media's and/or the Media Companies' joint obligation to compensate is limited to reimbursement of the amount for the Advertisement(s) for which the complaint has been determined to be well-founded.

### **15. Payment terms**

15.1 Unless stated otherwise on the invoice, all invoices for Advertisements in the Media are payable in cash.

15.2 DPG Media may demand a full or partial advance payment from the Advertiser and/or Applicant when there are objective reasons to do so, in particular if there is (1) a breach of contract, (2) late payment under an agreement between Parties other than the one to which the advance payment relates, or (3) if DPG Media has reasonable grounds to doubt the Advertiser's and/or the Applicant's solvency.

15.3 All applicable taxes on this amount are payable by the Applicant, their Belgian representative, or the underlying Advertiser. The Applicant and/or their Belgian representative and/or the Advertiser are obliged to pay for the Advertisements. The Applicant remains responsible for payment of the Advertisement even if invoices are issued in the name of that Applicant's client.

15.4 Objections are admissible only if submitted to DPG Media by registered letter within 8 (eight) days of the invoice date. An objection suspends the payment obligation only for the disputed part of the invoice amount.

15.5 The payment period of the invoice must be observed in every case. If payment is not made by the due date, fixed compensation, set by agreement at 1% (one per cent) of the invoice amount for each calendar month started, will be added to the invoice amount by operation of law and with no notice of default. DPG Media may also cease processing the current orders immediately and add fixed, agreed compensation of 10% (ten per cent), subject to a minimum of EUR 50 (fifty euros), to the amount of the outstanding invoices for the additional administrative costs of non-payment, notwithstanding DPG Media's right to additionally claim specific performance and/or compensation of the damage, costs and interest it has actually suffered if the damage actually suffered exceeds this amount.

15.6 If payment is not made by the due date of an invoice, after a notice of default has been sent in vain by registered letter, the outstanding balance of all other invoices, even those that are not yet due, will become payable by operation of law.

## **16. Agreement**

Each Agreement is entered into *intuitu personae* with the Applicant, their Belgian representative and, if applicable, the underlying Advertiser. An Agreement applies specifically to the relevant product or service, brand, trade name or company and may not be fully or partially assigned, under penalty of not being enforceable against DPG Media.

## **17. Confidentiality**

17.1. The Advertiser and/or Applicant expressly undertake the following in relation to Confidential Information:

- to use the Confidential Information solely and exclusively for the performance of the Agreement;
- to keep the Confidential Information secret and confidential and thus not to grant access to it to any other party, not to communicate it to any third party, and not to use it or allow it to be used in any other way. Accordingly the Advertiser and/or Applicant are not allowed to pass on Confidential Information to other media centres, advertising agencies, service providers or other purchasers of advertising services for any use or purpose, including processing or inclusion in a database or pooling of Confidential Information.

As a sole and exclusive exception, the Advertiser and/or Applicant may grant an audit firm access to the Confidential Information for the purpose of an audit of their activities, although subject to the following conditions:

- that the access is for the sole purpose of evaluating the performance of the Agreement;

- that the Confidential Information is provided to the audit firm only and both the Confidential Information and the result of the audit cannot be disclosed to anyone other than the Advertiser and/or Applicant;
- that the Advertiser and/or Applicant warrant that the audit firm will commit to the same confidentiality with regard to the Advertiser and/or Applicant and DPG Media.

17.2. The aforementioned commitments are essential. The Advertiser and/or Applicant expressly accept this essential nature, and that any breach of this would cause significant damage to DPG Media. If a breach occurs, DPG Media may cease the cooperation between the Parties with immediate effect, with no prior notice of default and without DPG Media owing any compensation or other payment, and/or it may claim compensation for the damage suffered by DPG Media, for which purpose the Parties agree that this damage will never be less than the highest of the following amounts: (i) the discounts that DPG Media has granted to the Advertiser and/or Applicant, or (ii) 20% (twenty per cent) of the Advertiser's and/or Applicant's gross advertising spend with DPG Media during the twelve months preceding the breach of contract.

17.3. The provisions of this Article 17 will remain in force for a period of three (3) years after the end of the Agreement. This duty of confidentiality will remain in force in relation to Trade Secrets after the aforementioned period of three (3) years until the information concerned loses its protection as a Trade Secret, other than as a result of an act or omission of the Advertiser and/or Applicant or of their shareholders, bodies, staff members, employees or agents.

## **18. Privacy**

18.1. The Advertiser and DPG Media must always observe the applicable privacy and data protection legislation, including, but not limited to, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

18.2 If and to the extent personal data are exchanged between the Advertiser and DPG media, the Additional Terms and Conditions for B2B Products & Data Protection will apply, available at <https://www.dpgmediagroup.com/advertising>.

## **19. Applicable law and disputes**

19.1 Belgian law applies to the Agreement and the General Terms and Conditions.

19.2 If disputes arise concerning the interpretation, implementation or performance of these General Terms and Conditions and/or the Agreement, only the courts of Antwerp will have jurisdiction.

## **SPECIAL TERMS AND CONDITIONS**

### **1. CREATIVE CAMPAIGNS**

The specific arrangements for creative campaigns are set out in the order form, to which these Special Terms and Conditions apply in addition to the General Terms and Conditions. Capitalised terms are defined in the order form or in the General Terms and Conditions.

These Special Terms and Conditions apply regardless of the type of service that DPG Media provides in exchange for the Contribution (the '**Return**').

## **I. General provisions**

### **Article 1 DPG Media's obligations**

1.1. DPG Media undertakes to perform the Return or to have it performed as specified in the order form.

The Return is limited to what is expressly mentioned in the order form. Subject to other arrangements between the Advertiser and DPG Media, if the Return is linked to a programme or a specific episode of a programme, it will thus exclude, among other things: (1) any other episodes of the programme, and (2) reruns of the programme or episodes of the programme, and other linear or non-linear exploitations of the programme (such as on Digital Platforms).

1.2 DPG Media undertakes to use or allow the use of the Advertiser's name and/or brand only for the purpose of carrying out the creative campaign referred to in the order form.

### **Article 2 The Advertiser's obligations**

2.1. The Advertiser undertakes to make the contribution agreed in the order form (the '**Contribution**').

If the Contribution consists fully or partially of the provision of services, the Advertiser undertakes to provide these services to the best of their ability and to take out the customary forms of insurance in this regard.

If the Contribution consists fully or partially of the delivery of goods, the Advertiser undertakes to deliver those goods free of any defect and suitable for their intended use.

If the Contribution consists fully or partially of the provision of a space, the Advertiser undertakes to provide the space suitable for the intended use and to take out the customary forms of insurance.

If the Contribution consists fully or partially of the provision of competition prizes, the Advertiser undertakes to deliver those prizes free of any defect, suitable for the intended use, in accordance with all applicable laws and regulations, including, but not limited to, legislation on games of chance and lotteries, and at the place and time designated by DPG Media. The customary guarantee on the provided goods or services is always owed to the winner(s). DPG Media will invoice the Advertiser for products not delivered within two months of the date on which the prize was won. This invoice is payable within 30 days of invoice date. DPG Media will then pay the winner the cash value of the products won. The Advertiser indemnifies DPG Media and the relevant Media Company against any claims that the winner or third parties might enforce against it because of the products or services provided by the Advertiser, including in terms of their nature and existence (identity, composition, origin, quantity, and so forth), their various uses, quality, availability, the presence of defects and other characteristics of the product or service provided. The Advertiser undertakes to intervene voluntarily, at their expense, in any legal action brought against DPG Media and/or its employees for this reason.

2.2. The Advertiser states that they are competent to provide the Contribution and adequately insured in case of any liability or damage to persons or property arising from

or in connection with the Contribution. DPG Media and/or the relevant Media Company may request the Advertiser to submit proof of the insurance policy.

### **Article 3 Sponsorship**

3.1. If the Advertiser's Contribution includes sponsoring the event/programme specified in the order form, the provisions of this Article 3 will apply.

3.2. DPG Media undertakes to use the Contribution mentioned in the order form, or to have it used, for the programme/event

3.3. The Advertiser states they have sufficient knowledge of the target audience for the programme/event.

3.4. The content of the event/programme, the broadcast dates and the channel or the date and location of the event are subject to changes by DPG Media and/or the relevant Media Company, including, but not limited to, changes because of Force Majeure or an external event that forces DPG Media and/or the Media Company to make changes to the programming or the event.

The Advertiser undertakes to provide the Contribution even if DPG Media and/or the relevant Media Company decides, because of a change of schedule, to make and/or broadcast the programme at a later time or to have the event take place at a different location or at a different time. If the initial time and/or initial location constituted an essential condition of the Return, the Contribution may be adjusted, where appropriate, by agreement with DPG Media and/or the relevant Media Company based on the changed Return.

3.5. The Advertiser acknowledges that the programme, or a component of the programme, can never be influenced by the Advertiser in terms of its content and place in the programme schedule in such a way that it affects DPG Media's and/or the relevant Media Company's responsibility and editorial independence in relation to the programme or a component of the programme.

3.6. Unless stipulated otherwise, the Advertiser acknowledges and accepts that they cannot enforce any rights to the event/programme. The Advertiser thus undertakes, among other things, not to refer to the event/programme or to make or use images or audio of the event/programme without DPG Media's and/or the relevant Media Company's prior written consent.

3.7. If any intellectual property right arises for the Advertiser or one of their employees because of the Contribution, DPG Media and/or the relevant Media company will exclusively acquire all audiovisual and other exploitation rights, in their most current and future legal scope, as required for the recording and exploitation of the event/programme for the entire period of protection of those rights worldwide, with no compensation being due for this purpose and with no limitation on the number of uses or in relation to the technical process.

3.8. The scheduling of the press contacts and promotion of the event/programme will be done exclusively through DPG Media. If the Advertiser is contacted directly (radio, television, press and so forth), they must refer that person to DPG Media's own or designated press officer.

### **II. Specific provisions relating to the Return**



The provisions below apply only to specific forms of Return (relating to television). Depending on the Return specified in the order form, one or more of the following provisions will apply.

#### **Article 4 Product placement**

4.1. This provision applies if the order form specifies that the Return consists of 'product placement'.

4.2. The programme containing product placement (including the provision of competition prizes) must comply with the following statutory conditions, which the Advertiser unreservedly accepts:

1. the content and, in the case of linear broadcasting, its programming, may never be influenced in such a way as to affect the broadcaster's responsibility and editorial independence;

2. it must not directly encourage the purchase or rental of goods or services, particularly by specifically promoting them;

3. the product or service in question does not receive excessive attention.

#### **Article 5 Sponsor listings: billboards, overlays and tag-ons**

5.1. This provision applies if the order form specifies that the Return consists of sponsor listings in the form of billboards, trailer tags and/or overlays.

5.2. The Advertiser warrants DPG Media that the supplied billboard, trailer tag or overlayer complies with all applicable laws and regulations, including the *Mediadecreet* (for Advertisements in Dutch-language audiovisual media in Belgium) and the *Décret relatif aux services de médias audiovisuels et aux services de partage de vidéos* (for Advertisements in French-language audiovisual media in Belgium), the legislation and ethical provisions on advertising, and that these items do not infringe any third-party rights. The Advertiser indemnifies DPG Media against any claims in this regard. Notwithstanding the Advertiser's aforementioned obligation to indemnify, DPG Media is entitled not to broadcast supplied sponsor listings or to request changes in case of breaches of this Article 5.3.

5.3. The sponsor listing should preferably include a reference to the programme. Among other things, this reference may be apparent from an auditory and/or visual mention that the programme is sponsored, but also from a substantive link in the billboard between the sponsor listing and the programme.

The sponsor listing may never promote sales and may not, among other things, include price quotations or distribution info, or encourage consumption.

Each billboard and trailer tag must clearly state that it is a sponsor message, in accordance with the applicable decree provisions.

If the Advertiser wishes to use images or identifying marks from the programme, they must obtain DPG Media's prior consent.

5.4. An overlayer may take up no more than one-quarter of the screen.

5.5. If the Advertiser creates the billboard, trailer tag or overlay, DPG Media must receive the signed storyboard (for TV) and/or the written storyboard (for radio) at least four weeks before the first broadcast date. DPG Media may still make changes to this storyboard, always in consultation with the Advertiser. The broadcast material must be delivered in accordance with the Technical Specifications no later than two weeks before the first broadcast date. If the billboard, trailer tag or overlay cannot be broadcast due to the Advertiser's late delivery of the broadcast material, the Advertiser undertakes to pay the total amount of the order form to DPG Media.

If the design of the billboard, trailer tag or overlay needs to be changed because of statutory obligations, the Advertiser must submit a new design. The cost of producing a new billboard is payable by the Advertiser.

If the billboard, trailer tag or overlay supplied by the Advertiser still needs to be adjusted and/or loaded, DPG Media will charge a production cost.

5.6. If the Advertiser instructs DPG Media to create the billboard, trailer tag or overlay (or to have it created), DPG Media will invoice a separate amount for this purpose. If the cost is budgeted in the order form, it is subject to change. DPG Media must inform the Advertiser of the exact production cost before production is ordered. The production cost will be invoiced to the Advertiser in the month specified in the order form.

The payment covers the production costs and broadcasting rights of the billboard, trailer tag and/or overlay insofar as it is broadcast on DPG Media's or the Media Companies' channels. The billboard, trailer tag or overlay remains DPG Media's exclusive property.

The Advertiser may not use all or any part of the billboard, trailer tag or overlay created by DPG Media and/or the Media Company in third-party media without DPG Media's or the Media Company's prior written consent.

Each infringement of DPG Media's and/or the Media Company's exclusive rights to the billboard, trailer tag or overlay they have created will result in the Advertiser having to pay fixed compensation of €5,000, notwithstanding DPG Media's and/or the Media Company's right to claim greater compensation if the extent of the use and/or damage justifies it.

## **Article 6 Airtime**

6.1. This provision applies if the order form specifies that the Return consists of Airtime.

6.2. If the Return consists of media space that the Advertiser can include on one or more channels of a Media Company, it is expressly stipulated that this media space will be calculated on the basis of the gross rates charged by DPG Media or the Media Company for purchasing media space before deducting any discount. The media space may be used solely to broadcast Spots promoting the Advertiser or the sale of their products or services. The Advertiser must pay the price for creating these Spots separately. The media space cannot be transferred to third parties. Scheduling and recording media space must always be done in floating time and depending on availability.

6.3. If the Advertiser opts for a Spot in the form of a branded content video, the emphasis of the Spot must be on editorial and informative content. The duration of the Spot will be determined by agreement with DPG Media.

6.4. In the case of a jingle sponsorship, the Advertiser's product and/or logo will be creatively incorporated into the jingle that opens or closes the advertising block. The

jingle integrating the Advertiser will always be created at DPG Media or the relevant Media Company at the Advertiser's expense.

## **2. AD MANAGER**

### **Article 1 Ad Manager**

1.1. Ad Manager is an advertising platform that enables the Advertiser/Applicant to quickly and efficiently purchase, set up, manage and optimise digital advertising campaigns ('Campaigns') on DPG Media's network (the 'DPG Network') themselves.

1.2. If an Advertiser works through an Applicant, the Applicant must inform DPG Media by email which Advertiser(s) the Applicant is entitled to purchase, set up, manage and/or optimise Campaigns for in the Ad Manager. DPG Media will then create an Advertiser Entity for each individual Advertiser in the Applicant's Ad Manager Account.

1.3. The Applicant acts as a representative of their Advertisers. The Applicant is always liable for the performance of their Advertisers' obligations under this Agreement. The Applicant is responsible for informing their Advertisers of the arrangements made in these Special and General Terms and Conditions.

1.4. DPG Media may always immediately terminate the Advertiser's/Applicant's access to the Ad Manager, after reasoned notice to the Advertiser/Applicant, without owing any compensation or other payment.

### **Article 2 Authority within the Ad Manager**

2.1. The Advertiser/Applicant is solely responsible for ensuring that only the person(s) they have authorised are granted access to the Ad Manager. DPG Media is not liable if an unauthorised person gains access to the Ad Manager through the Advertiser's/Applicant's own doing and any negative consequences or damage arises from that unauthorised access.

2.2. The Advertiser/Applicant is solely responsible for providing their data and for that accuracy of those data for the purpose of DPG Media's invoicing and for correctly entering any PO number in the Ad Manager. The absence of and/or an incorrect PO number does not affect the invoices to be sent out by DPG Media.

2.3. If the Applicant wants DPG Media's invoices to be sent directly to the Advertiser, the Parties may agree on this in writing. In this case, the Applicant will remain jointly and severally liable for the performance of the obligations under this Agreement and for the payment of the ensuing invoices.

### **Article 3 Overspend**

3.1. If the final cost on delivery of a Campaign exceeds the budget that the Applicant/Advertiser has entered in the Ad Manager ('Overspend'), the following will apply:

- If the Ad Manager has a technical failure attributable to DPG Media, DPG Media must refund the Overspend to, or settle it with, the Applicant/Advertiser;
- If the Overspend is due to the Applicant's/Advertiser's actions, the Applicant/Advertiser is not entitled to any refund or set-off.

#### **Article 4 Advertising content**

The Advertiser/Applicant is personally responsible for correctly uploading the advertising material, in accordance with the statutory requirements and those of DPG Media. DPG Media will not be liable if the advertising material does not meet its requirements and an Advertisement is not displayed, or is incompletely or incorrectly displayed, as a result.

#### **Article 5 Intellectual property rights**

5.1 All intellectual property and other rights to the Ad Manager and its technology, including, but not limited to, the know-how, patent rights, copyrights, trademark rights, database rights, domain names, websites, email addresses and trade secrets, are and will remain DPG Media's property.

5.2 The Advertiser/Applicant may not modify, copy, reverse engineer, and/or otherwise improperly use the Ad Manager or its technology.

#### **Article 6 Third-party technology**

6.1. The Advertiser/Applicant may not use a third-party ad server and/or pixel for ad tracking or ad serving purposes without DPG Media's prior written consent.