

General terms and conditions for the sale of advertising space and brand partnerships Ad Alliance

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Article 1 Definitions

In these General Terms and Conditions, the following definitions apply:

Ad Alliance: the (trade) name under which the Operators handle the sale of Advertising Space and Brand Partnerships;

Advertiser: the (legal) person who commissions the placement of an advertisement via Ad Alliance directly or through the mediation of an Agency. The Advertiser is also understood to mean the companies affiliated with the Advertiser's company of which the Advertiser owns more than half of the shares;

Advertising Space: the space available on the Channels and Digital Platforms for Commercials, advertisements and advertisements of Advertisers.

General Terms and Conditions: these General Terms and Conditions for the Sale of Advertising Space and Brand Partnerships Ad Alliance;

Base price: the price per GRP agreed between Ad Alliance and the Advertiser for the Advertising Space to be purchased by the Advertiser, excluding any applicable indices;

Agency: the intermediary and/or implementation agency, which concludes an agreement with Ad Alliance on the instructions of a Counterparty and, as an agent, also accepts the applicability of these General Terms and Conditions for itself;

Brand Partnerships: all forms of exposure for a brand, product and/or service of the Advertiser other than through regular purchase of Advertising Space, such as (but not limited to) billboards, short form content, program sponsorships, sponsored formats and activation campaigns, both on-air and online;

Campaign: all Advertising Space to be purchased via Ad Alliance in a certain period of time to promote one specific brand, product, and/or service of the Advertiser;

Commercials: advertisements/advertisements, consisting of visual /audio material, which is appropriate and intended to be broadcast - outside the editorial responsibility of the Operators - for the benefit of the Advertiser in Advertising Breaks in or around the television programmes on the Channels and/or the Online Advertising Space on Digital Platforms;

Content: to be created and/or produced by or on behalf of the Operator, including, but not limited to, Campaigns, Commercials, Brand Partnership, billboards, characters and audio, including all loose audiovisual material that is part of it and residual material;

CPM: abbreviation of "Cost Per Mille", the rate per 1,000 impressions;

Digital Platform: the internet sites, mobile websites, applications, players and/or other digital platforms and interactive applications offered by an Operator that the Operator manages and/or operates and/or are managed and operated by third parties on behalf of the Operator;

Event: an event organised and/or operated by an Operator (or under its name);

Operator: an operator of a Sender or Digital Platform (such as an internet site, mobile websites, application, player or other Digital Platform) that is commercially represented by Ad Alliance;

GRP: abbreviation of "Gross Rating Point", which means one percent audience within a certain target group;

Viewing density: the viewing density achieved in a certain target group on the basis of the viewing figures published by the National Media Research (NMO);

Underscore: the realisation of fewer GRPs or impressions within a Campaign than the number of GRPs or impressions that the Advertiser is entitled to on the basis of the agreed budget;

Online Advertising Space: the Advertising Space available on the Digital Platforms, consisting of, among other things, Stream Spots, banners, buttons, homepage takeovers, display advertisements, etc., which falls outside the editorial responsibility of Operators;

Overscore: the realisation of more GRPs or impressions within a Campaign than the number of GRPs or impressions that the Advertiser is entitled to on the basis of the agreed budget;

Production Investment: the fee payable by the Advertiser to Ad Alliance for Content to be created and/or produced by the Operator;

Programmatic Advertising: the automated trading of Online Advertising Space via a real-time online auction model.

Advertising Break: a set of Commercials combined up to a certain period of time;

Specific Terms and Conditions for the Purchase of Advertising Space: the most recent specific terms and conditions published by an Operator with regard to the request, reservation and/or booking of Advertising Space and the delivery of the Commercials to be broadcast. On the website of Ad Alliance (<https://adalliance.nl/adverteren/>) you can find an up-to-date overview of the purchasing possibilities of Advertising Space on the Channels

and Digital platforms, including an abridged overview of the specific purchase and delivery conditions;

Sponsor: the Advertiser who makes a financial contribution to the realisation of (part of) a programme on a Channel;

Streamspots: Commercials that are appropriate and intended to be broadcast in the Online Advertising Space;

Tariffs: the tariffs published by Ad Alliance in its most recent rate card(s) for the broadcasting, placing or recording of an advertisement via a certain Channel or a certain Digital Platform;

Technical Regulations: the most recent technical requirements of Operators for the delivery of Commercials for their Channels and Digital platforms;

Broadcasting or Publishing: broadcasting or publishing programme material (or having it broadcast) via a certain Channel or Digital Platform, including the Commercials, Brand Partnerships and/or possible other advertisements/advertisements placed therein or around it;

Processing Terms: the processing terms and conditions applied by an Operator that apply to the sale of Advertising Space and Brand Partnerships of the Operator;

Other Party: the (legal) person who, whether or not with the intervention of an Agency, contracts with Ad Alliance or otherwise enters into a relationship with Ad Alliance or has expressed the intention to do so with regard to Advertising Space and/or Brand Partnerships;

"Working Arrangement" means a temporary agreement (media contract) between Ad Alliance and the Advertiser that applies during the negotiations for a one-year contract;

Working Price: the Basic Price that is part of the Working Arrangement;

Channels: the linear media services of Operators aimed at (the Netherlands) whose sales of Advertising Space and Brand Partnerships are handled by Ad Alliance.

Article 2 Applicability of the terms and conditions

- 2.1 These General Terms and Conditions apply to all offers and (order) confirmations of Ad Alliance, and all agreements concluded with or by Ad Alliance and/or the (manner of) formation and/or execution thereof, with regard to the sale of Advertising Space and Brand Partnerships, respectively advertising airtime, as well as to other related activities and services that are carried out by Ad Alliance on behalf of a Counter Party and/or its Agency. Quotations, agreements and activities of Ad Alliance also include the most recent Rates provided to the Other Party and/or its Agency and the provisions and (delivery) conditions referred to therein as well as the explanatory notes (consisting of, among other things, the Technical Regulations and the Specific Terms and Conditions for the Purchase of Advertising Space, Processing Conditions) as published on the website of Ad Alliance and/or other brochures provided by Ad Alliance, applicable. Ad Alliance is the contracting party of the Other Party insofar as the agreement, offer or activities relate to the Channels or the Digital Platforms.
- 2.2 The applicability of general terms and conditions and/or other terms and conditions of the Other Party or its Agency is hereby expressly excluded. Deviation from the General Terms and Conditions can only apply to Ad Alliance/Operator if such deviation has been accepted in advance and in writing by Ad Alliance.

- 2.3 These General Terms and Conditions are deemed to be applicable to (future) follow-up and/or additional offers as well as to agreements and/or the formation and/or execution thereof.
- 2.4 Offers as referred to in Articles 2.1 and 2.3 include all quotations, quotations, Rates, Technical Regulations and regulations in the procedure as well as commitments.
- 2.5 If one or more separate provisions in these General Terms and Conditions or in the agreement between Ad Alliance and the Other Party prove to be invalid, this does not affect the validity of other provisions of the General Terms and Conditions, nor that of the agreement itself of which the General Terms and Conditions are a part. The parties will replace the relevant provision(s) with one or more new provisions, the purport of which corresponds as much as possible to the original provision(s).

Article 3 Public access and amendment

- 3.1 These General Terms and Conditions are applicable to any interested party in too see on the website from Ad Alliance (<https://adalliance.nl/adverteren/inkoopinformatie/voorwaarden-specificaties-en-deadlines/>).
- 3.2 Ad Alliance is authorized to make reasonable changes to these General Terms and Conditions. These changes will take effect one month after notifying the Other Party.
- 3.3 Agreements to which amendments as referred to in Article 3.2 apply can be terminated by the Other Party without being obliged to pay any compensation to both parties. Termination must take place within 10 working days after the Other Party has reasonably been able to become aware of the changes, with due observance of a notice period of one month. When giving notice, the Other Party must state the grounds that can reasonably justify the termination in connection with the change.
- 3.4 If Ad Alliance sends the Other Party a written notification within 10 working days to the effect that, in the opinion of Ad Alliance, the grounds given by the Other Party do not reasonably justify a termination and/or that Ad Alliance wishes to meet the objections, the obligation to negotiate as referred to in Article 20 of these General Terms and Conditions exists from the date of that communication. In that case, if the Other Party has observed a shorter notice period, it will be deemed to have been terminated by one month after the date of the notification from Ad Alliance referred to herein. Unless the parties agree otherwise in writing, the original terms and conditions between the parties will remain in force during the negotiation period.
- 3.5 Changes to Rates and/or surcharges thereon, pricing, regulations stated in the purchase information on adalliance.nl and Technical Regulations and/or the Specific Terms and Conditions for the Purchase of Advertising Space can expressly never be regarded as changes within the meaning of Article 3.2 and can therefore expressly never be a basis for termination as referred to in Article 3.3.
- 3.6 Changes to these General Terms and Conditions with the aim of bringing them into line with legal and/or other government regulations and/or guidelines and/or regulations of any trade association and/or

court decisions that Ad Alliance/Operator must (reasonably) comply with, cannot be a basis for the Other Party to terminate as referred to in Article 3.3.

Article 4 Office

- 4.1 In principle, Ad Alliance will only accept agreements concluded through an Agency if the Agency concludes the agreement in the name of and on behalf of the Other Party, which it has instructed to do so, and the Other Party becomes a party to the agreement to be concluded with Ad Alliance. At the request of Ad Alliance, the Bureau will properly demonstrate its order or power of attorney at the discretion of Ad Alliance.
- 4.2 If the Other Party denies the order and/or the power of attorney to conclude the agreement with Ad Alliance or the Agency was not authorized to conclude it for any other reason, the Agency will be deemed to have acted in its own name and for its own account.
- 4.3 The Agency guarantees that the Other Party on whose instructions it pretends to act accepts the applicability of these General Terms and Conditions to the legal relationship that the Other Party has with Ad Alliance.
- 4.4 The Bureau is jointly and severally liable to Ad Alliance for the whole in addition to the Other Party on whose behalf it pretends to act, for the fulfilment of the obligations arising from the agreement concluded with Ad Alliance. Ad Alliance will be able to hold the Agency liable for compliance with the obligations arising from the agreement.

Article 5 Quotations and agreements

- 5.1 All offers and quotations from Ad Alliance, in whatever form and whatever subject matter, are completely without obligation and have a maximum validity period of 10 working days after they have been made or issued by Ad Alliance, unless explicitly stated otherwise.
- 5.2 An agreement or amendment thereto will only be binding on Ad Alliance after a copy of the agreement or written notification countersigned by or on behalf of the Other Party showing that the Other Party has accepted an offer made by Ad Alliance has been received by Ad Alliance.
- 5.3 If Ad Alliance, at the request of the Other Party and/or its Agency, has commenced the execution of an offer made by Ad Alliance to the relevant Other Party, the Other Party will be deemed to have entered into an agreement with Ad Alliance from the date of execution in full accordance with the offer made by Ad Alliance for this purpose. Upon the conclusion of an agreement as referred to above, Ad Alliance is entitled, without any obligation to pay compensation, to terminate that agreement with immediate effect by means of a written notification to that effect to the Other Party. In the event of dissolution as referred to herein, the Other Party is obliged to pay Ad Alliance the part of the agreement executed up to the date of the dissolution.
- 5.4 Ad Alliance is entitled, without any obligation to pay compensation, to refuse, withdraw and/or withdraw Advertising Space, Brand Partnership, Streamspot or Commercial, if the Broadcast or Publication thereof could conflict with the legitimate interests of Ad Alliance or Operators. If a legitimate interest is

in any case, the content of the advertisement, Brand Partnership, Streamspot or Commercial is considered to be in conflict with the applicable regulations.

- 5.5 The Other Party and/or its Agency bear the risk of and indemnify Ad Alliance and Operators against the consequences of misunderstandings with regard to the content and execution of the agreement if these are caused by communications not received by Ad Alliance or not received correctly, not timely or incompletely.

Article 6 Transfer of rights

- 6.1 Rights and obligations that the other party has towards Ad Alliance are strictly personal and cannot be transferred or ceded to third parties, in whole or in part, without the prior written consent of Ad Alliance. Ad Alliance is entitled to transfer all or part of its rights and obligations under the agreement.
- 6.2 If the Other Party wishes the intervention of an Agency, to which it instructs it to conclude an agreement with Ad Alliance, or if a Other Party wishes to replace the Agency with another Agency, this can only take place with the consent of Ad Alliance, without Ad Alliance being obliged to give its permission in any way.
- 6.3 Ad Alliance will in any case be allowed to refuse its permission for the intervention or replacement of the Agency, if the (new) Agency does not hold itself jointly and severally liable for the fulfilment of the obligations arising from the contract, in addition to the Other Party, and possibly the former Agency.

Article 7 Brand Partnerships

- 7.1 The final editorial responsibility for the programmes rests with (the programme management of) the Operators, which means that the Operators determine the content and design of programmes, including the Brand Partnership expression completed for the benefit of the Sponsor. The interpretation and implementation of the agreed Brand Partnership expression must comply with the rules applicable to the relevant Channel or Digital Platform in the field of advertising and sponsorship. Ad Alliance and/or the Operators are at all times entitled to adjust the Brand Partnership communications in such a way that they are brought into line with the applicable rules.
- 7.2 In Sponsored Programs, Sponsor's products or services may only be used naturally within the context of the Programs. Products and services are only portrayed neutrally and may not be placed in a promotional context.
- 7.3 For the sponsorship of Events, the final editorial responsibility for the content and design of Events rests with Ad Alliance and/or the Operators. Ad Alliance and/or the Operators determine the content and design of Events, including the content of the Brand Partnership communications. The interpretation and implementation of the agreed Brand Partnership communications must comply with the applicable rules in the field of advertising and sponsorship. Ad Alliance and/or the Operators are at all times entitled to adjust the Brand Partnership communications in such a way that they are brought into line with the applicable rules.

- 7.4 If and insofar as the parties have agreed to this, a sponsor mention can be made on a billboard and/or a break bumper. Billboards are placed at the beginning and/or at the end of a program. Breakbumpers are at its beginning and/or end from a program-interrupting commercial break was placed. The billboards and breakbumpers are subject to the rules and guidelines for billboards and breakbumpers of the relevant Channels. These can be viewed on [adalliance.nl \(https://adalliance.nl/adverteren/inkoopinformatie/voorwaarden-specificaties-en-deadlines/\)](https://adalliance.nl/adverteren/inkoopinformatie/voorwaarden-specificaties-en-deadlines/).
- 7.5 The Sponsor is not permitted to refer to the program, the Event, the Channel or Digital Platform or to use the presenter or (the logo/logo of) the program, the Event, the Channel or a Digital Platform, unless prior written agreement has been reached with Ad Alliance about the (including financial) conditions under which this can take place.
- 7.6 Ad Alliance/Operator is not obliged to keep Commercials for a certain period of time after the last broadcast/screening. Ad Alliance/Operator shall not be liable to the Advertiser for any damages in connection with the removal of Commercials.
- The Advertiser must provide the material necessary for the production of the Content, in accordance with the instructions and deadlines of Ad Alliance/Operator.
- Ad Alliance is entitled to engage third parties in the production of the Content. Ad Alliance remains responsible at all times for the fulfilment of its obligations under an agreed media contract Brand Partnerships.
- If and to the extent that the project planning allows for this, the production of the Content includes a correction round and a check on the corrections made. For any additional correction rounds desired by the Advertiser, an additional quotation will be drawn up in advance and submitted to the Advertiser for approval.
- Ad Alliance/Operator will retain the Content for a period of two years after delivery of the Content, including for the purpose of any re-edits.
- If an Operator develops a giveaway within the framework of a Brand Partnerships media contract that qualifies as a promotional game of chance, the Advertiser shall be deemed to be the provider thereof and Ad Alliance/Operator shall carry it out on behalf of the Advertiser in accordance with applicable laws and regulations, including the Gambling Act and the Code of Conduct for Promotional Games of Chance. The Advertiser is responsible for the payment of any gambling tax due in connection with the prizes to be won.
- With regard to the personal data to be processed by Ad Alliance/Operator in the context of a competition, Ad Alliance/Operator qualifies as the "controller". This data will not be provided to the Advertiser, with the exception of the data of the participants who have opted in to receive electronic messages from the Advertiser. The Advertiser is responsible for compliance with the applicable laws and regulations regarding the use of this data by the Advertiser and indemnifies Ad Alliance/Operator against any claims of the relevant participants in this regard.
- 7.7 Unless otherwise agreed in writing, all intellectual property rights (including (including (but not limited to) copyright and trademark rights) relating to the Content belong to Ad Alliance, Operator and/or its licensors regardless of whether or not they are provided to the Advertiser. Insofar as such a right can only be obtained by filing or registration, Ad Alliance/Operator is exclusively authorized to do so and the Advertiser will, to the extent necessary, cooperate at the first request of Ad Alliance/Operator.
- Provided that the Advertiser fulfils its obligations under the Brand Partnerships media contract in a timely and complete manner, the Advertiser obtains the exclusive, limited, non-transferable right to publish the Content (or have it published) on all Channels, Digital platforms and other platforms included in the Media Plan during the Brand Partnership campaign period.
- For publication of the Content through channels other than those mentioned above and/or after the Brand Partnership campaign period, or other use of the Content than permitted on the basis of a media contract Brand Partnership, the Advertiser must obtain the prior written consent of Ad Alliance/Operator. Ad Alliance/Operator is entitled to attach conditions to this permission, such as the payment of an (additional) fee by the Advertiser. Ad Alliance/Operator is not obliged to grant the aforementioned permission. Ad Alliance/Operator will, if applicable, have to consult with the third party(ies) involved and will also be dependent on these third party(ies) for permission. to disclose the Content in the context of the performance of a Brand Partnerships media contract and in the context of case films, corporate films, showreels, award submissions and other forms of B2B communication.
- 7.8 If the Advertiser changes or cancels a Brand Partnership campaign after approval of the campaign proposal, but before the start date of the production (as included in the Media Plan), the Advertiser owes Ad Alliance the entire Production Investment involved in the relevant Brand Partnership campaign.
- If the Advertiser changes or cancels a Brand Partnership campaign after the start date of the production (as included in the Media Plan), the Advertiser owes Ad Alliance both the entire Production Investment involved in the relevant Brand Partnership campaign and the entire media investment agreed with the relevant Brand Partnership campaign.
- If a Brand Partnership campaign in respect of which Ad Alliance has not provided any creation and/or production is cancelled by the Advertiser within a period of 20 working days before the first broadcast or publication date, the Advertiser owes 100% of the media investment agreed with the relevant Brand Partnership campaign to Ad Alliance. Shifts are considered cancellation.
- The start of a Brand Partnership campaign may change due to later delivery of the material, as a result of which the distribution of the media pressure can be used in a modified way in the remaining Brand Partnership campaign period, after joint consultation.

The agreed Production Investment must always be paid in full in the event of cancellation, even if there is force majeure on the part of the Advertiser.

Article 8 Online advertising space in general

- 8.1 The Advertiser is not permitted to use the Online Advertising Space in violation of the provisions of the agreement, the General Terms and Conditions, the relevant and applicable regulations (including but not limited to the Dutch Advertising Code, Telecommunications Act, applicable foreign legislation and the General Data Protection Regulation) and the due care that is appropriate in society.
- 8.2 The Advertiser is not permitted to resell the Online Advertising Space intended for Streamspots and/or other digital Commercials that it has at its disposal on the basis of the agreement with Ad Alliance to third parties.
- 8.3 Furthermore, the Advertiser is not permitted to use the Commercials for:
- (i) sending large amounts of e-mail messages (including spam) to third parties, whether or not for commercial purposes; and/or
 - (ii) sending e-mail messages or uploading files that contain viruses or similar software programs that may damage the operation of the Digital Platforms, the Internet or the computers and/or software of third parties;
 - (iii) collecting and/or processing personal data of the users of the Digital Platforms without the consent of Ad Alliance/Operator.
- 8.4 Ad Alliance/Operator does not guarantee that the Digital Platforms will be uninterrupted or fully available at all times, and reserves the right to block or decommission any Digital Platform unannounced for maintenance, modification or improvement, or to adapt, expand, delete or otherwise modify any Digital Platform. Ad Alliance/Operator is not liable for damage that arises as a result of this for Other Party and/or third parties.
- 8.5 If and insofar as an Advertiser uses pixels, cookies, applications, plug-ins and/or other technologies that are used to store data on the peripheral equipment of the user of the Digital Platforms when placing a Streamspot, online Commercial or other type of advertisement, the Advertiser guarantees that it, as well as any third parties engaged by it, comply with the applicable laws and regulations (including the Telecommunications Act and the General Data Protection Regulation) as well as any rules specified by Ad Alliance/Operator. The Advertiser acknowledges that the placement of cookies and/or the use of similar technologies requires the consent of the users of the Digital Platforms.
- Ad Alliance/Operator provides support in informing and obtaining consent from its users, on the condition that Advertiser provides Ad Alliance/Operator with an accurate description of all cookies and/or other technologies that are added and/or placed by Advertiser. The description will in any case include: the data that is collected, viewed or measured, the purpose, the retention period, and the technology used. Advertiser acknowledges that Advertiser is ultimately responsible for the use of the cookies and/or

technologies and therefore liable if the required consent is missing.

- 8.6 The Advertiser is only permitted to process personal data in the context of Streamspots, online Commercials or other types of advertisements on the Digital Platforms if and insofar as the Advertiser has a lawful basis for this processing. In the event that the Advertiser uses tracking or (re-)targeting techniques, the consent of the user of the Digital Platforms is the only lawful basis. Ad Alliance/Operator reserves the right to refuse Advertisers who rely on any other basis for processing.
- 8.7 If an Operator uses the IAB Transparency and Consent Framework to transmit consent of its users for the processing of personal data to its online advertising network, the scope of the consent can be derived from the signal transmitted by the Operator. The Advertiser guarantees that it will not use the personal data in any other way or for purposes other than those for which the Operator has obtained permission. The Advertiser also guarantees that they, as well as the third parties engaged by it, will adhere to the principles laid down in the IAB Transparency and Consent Framework.
- 8.8 For some Operators, the processing of personal data of the users of their Digital Platforms is only permitted by Advertisers and third parties who have a "Vendor ID" from the "IAB Global Vendor & CMP List". These Operators reserve the right to make their own selection from the Global Vendor & CMP List and will Publish the Streamspots or other types of advertisements and process the Advertiser's data in accordance with their own privacy and cookie policy. The Advertiser declares that it is familiar with the content of this policy of the Operators and authorizes the Operators to process the Advertiser's personal data in accordance with their policy.
- 8.9 The processing of personal data of users of the Digital Platforms is subject to the Processing Terms and Conditions of the relevant Operator. These can be viewed on the website from Ad Alliance (<https://adalliance.nl/advertiser/inkoopinformatie/voorwaarden-specificaties-en-deadlines/>).

Operator is the controller within the meaning of the General Data Protection Regulation for all personal data collected on its Digital Platforms and/or provided by an Operator to the Advertiser for the purpose of, for example, ad targeting.

The Advertiser is the controller for all personal data that is added by the Advertiser or collected from the users outside the Operators' Digital Platform. If the Advertiser uses a third party, the Advertiser is deemed to be responsible for the processing by that third party.

- 8.10 The Advertiser is liable for all damage - including fines - that arises for Ad Alliance/Operator in the event of non-compliance with the guarantees referred to in this article and indemnifies Ad Alliance/Operator against all claims from third parties (including regulators such as the ACM and/or the Dutch Data Protection Authority) in this regard.

Article 9 Online advertising space specific

- 9.1 The provisions of this Section 9 do not apply to Programmatic Advertising. The minimum budget per Online Campaign is € 3,000 (excl. VAT). Stream spots and display ads can be used run of site and/or run of network/channel.
- Run of site and/or run of network/channel Campaigns are spread by Ad Alliance at its own discretion across the Digital platforms and deployed on all relevant devices (web browser, mobile websites and in app).
- The number of impressions or clicks is determined based on the measurement results from the ad management systems used by Ad Alliance. Online Campaigns are invoiced monthly, afterwards, based on the measurement results.
- 9.2 If an online Campaign is cancelled within a period of three working days before going live, the Advertiser owes 100% of the agreed Campaign budget to Ad Alliance. Shifts between online Campaigns are only permitted in respect of the same Advertiser.
- Moving Online Advertising Space that has already been requested to the next month is considered a cancellation and therefore falls under the cancellation policy of Article 17 of these General Terms and Conditions. Changes to the Advertiser's Commercials after delivery of the relevant Commercials must be approved in advance by Ad Alliance.
- 9.3 Ad Alliance may, among other things, apply technical measures that are (also) related to the Commercial, such as a tag, pixel and/or cookie, for (measuring) reach and/or Viewership. The Advertiser fully cooperates with the application of these technical measures.
- The Advertiser shall hereby follow the instructions of Ad Alliance and comply with the prescribed specifications and conditions of the Technical Regulations as found on the website from Ad Alliance (<https://adalliance.nl/advertiser/inkoopinformatie/voorwaarden-specificaties-en-deadlines/>).
- If the Advertiser wishes to add a cookie, pixel or similar technology to its Commercial(s), it must inform Ad Alliance of this in good time before placing the Advertisement. The Advertiser must also comply with the applicable laws and regulations, as well as any guidelines issued by Ad Alliance/Operator in this area.
- Article 10 Delivery of material**
- 10.1 The Other Party guarantees that the material supplied by it or on its behalf, required for the execution of an assignment, be it of a physical, auditory, visual or other nature, both at the time of delivery and at the time of transmission or placement, meets the requirements set by the applicable legislation and/or other applicable government regulations and/or advertising codes.
- 10.2 A Commercial, Streamspot or advertisement must be delivered in accordance with the regulations and deadlines, as established and published in the (most recent) Technical Regulations and Specific Terms and Conditions for the Purchase of Advertising Space. These can be viewed on the Ad Alliance website.
- 10.3 A commercial, streamspot and/or advertisement must be delivered to Ad Alliance in a digital file (file-based), by sending a video file and/or computer file via a network connection. The files supplied must comply with the most recently published Technical Regulations. These can be viewed on the Ad Alliance website.
- 10.4 The files must be sent to the server specified by Ad Alliance. In order to gain access to Ad Alliance's server, the Other Party must request an access account from Ad Alliance. When applying for the access account, the Other Party must state the reason for the request, the company name and address, email address and telephone number of the contact person. Within three business days of receiving the information, Ad Alliance will send an email with the access account details, username/password, access account expiration date, and Ad Alliance server internet address. Other Party guarantees that it will only use the access account for the execution of the agreement and that it will not make the data available to third parties.
- 10.5 The Other Party will ensure the timely delivery of Commercials, Stream Spots and advertisements together with the relevant placement order by the final delivery date set by or on behalf of Ad Alliance. If, in the opinion of Ad Alliance, a Commercial, Streamspot or advertisement is not delivered on time and/or not in accordance with the regulations and/or does not comply with the Technical Regulations, Ad Alliance may suspend or reject the broadcast and/or placement of the Commercial, Streamspot or advertisement, without being obliged in any way to compensate any damage caused by the suspension or rejection.
- 10.6 If the Other Party and/or its Agency supplies incomplete material to Ad Alliance or Operators, Ad Alliance has - at its discretion - the right not to process the assignment (any further) and/or to refuse placement, all without prejudice to Ad Alliance's right to reimbursement of the placement costs.
- 10.7 Ad Alliance is obliged to notify the Other Party and/or its Office as soon as possible in a timely manner, or if this would not be possible, as soon as possible, Ad Alliance is entitled not to broadcast or place certain material that has been submitted to it for broadcast or placement, to limit the broadcast or placement thereof and/or to terminate it (prematurely) if - in the sole opinion of Ad Alliance and/or the Operator concerned - (further) broadcasting or placement is not (longer and/or well-founded objections and/or protests have become known and/or are to be expected in the event of further deployment or placement against earlier broadcast or placement - again exclusively in the opinion of Ad Alliance and/or the Operator concerned.
- If Ad Alliance makes use of this power, it will never be liable for any resulting damage, neither vis-à-vis third parties nor vis-à-vis the Co-Party or its Agency, and without prejudice to the obligation of the Co-Contracting Party to fully compensate Ad Alliance and/or the Operators for the damage suffered as a result.
- 10.8 Execution of an agreement or assignment, expressly including the broadcasting of Commercials, Streamspots and/or the placement of advertisements, can be done by Ad Alliance with immediate effect and without the

prior notification to the Other Party is required, may be interrupted or discontinued in whole or in part, if, in the sole opinion of Ad Alliance and/or the Operators concerned, a Commercial, Streamspot or advertisement contained therein is in conflict, or at least could be, in violation of any legal provision, the truth or good taste and decency or with public order or morality and/or is or could be unlawful towards third parties. If Ad Alliance fails to comply with its obligations in whole or in part on the aforementioned grounds, or as a result of a court decision or any order or claim from the government and/or competent authority, the Other Party is obliged to fully compensate Ad Alliance and/or the Operators for the resulting damage.

- 10.9 The Other Party gives Ad Alliance the right to make (parts of) Commercials, Streamspots and/or advertisements available to the Dutch TV Marketing Organization Screenforce for the benefit of Screenforce's TIP dashboard.

Article 11 Rights of third parties

11.1 The Other Party and its Office guarantee that all the material supplied by them, be it of a physical, auditory, visual or other nature, including expressly advertisements and Commercials, does not contain anything that constitutes a violation of any right to which another person is entitled, including copyright or any other intellectual or industrial property right, and that they are authorized in the broadest sense of the word to publish and/or reproduce the material (or have it published) by Ad Alliance/Operators. Furthermore, the Other Party and its Office guarantee that the publication and/or reproduction of the material by Ad Alliance/Operators does not conflict with any applicable written or unwritten rule of law.

11.2 The Other Party is obliged to indemnify and indemnify Ad Alliance/Operators as well as third parties working for and/or with them for costs, damages and interests that may arise for Ad Alliance/Operator and/or third parties working with them as a result of claims that other than the aforementioned third parties may bring against Ad Alliance/Operators or the third parties working for and/or with them in respect of the execution of an assignment.

This indemnification and indemnification apply, among other things, to any claims by third parties in connection with infringements or alleged infringements of the copyright of these third parties or other claims by third parties in respect of a publication and/or reproduction of the supplied material or for any other reason whatsoever against Ad Alliance/Operators or third parties working for and/or with them, .

The Counterparty guarantees that all fees that will be owed to third parties (including copyright and related rights holders) in connection with the publication and reproduction by Ad Alliance/Operators of the material supplied by Counterparty have been paid or will be paid. The Other Party further guarantees that it or the aforementioned third parties will not claim any fees relating to the publication and reproduction of the material by Ad Alliance/Operators.

11.3 If the Other Party uses music in the Commercials, Streamspots and/or advertisements supplied by it, it guarantees the payment of all fees due to third parties (including copyright and related rights holders) with regard to the publication, reproduction and synchronization of the music. The Other Party shall also ensure that all relevant data relating to the music are supplied directly and in a timely manner to the responsible collective rights organisations (such as BUMA/STEMRA and SENA), without the intervention of Ad Alliance/Operators. The Other Party fully indemnifies Ad Alliance/Operators against any claims by third parties (including collective rights organisations such as BUMA/STEMRA and SENA) with regard to the correct and timely reporting of music data.

Article 12 Force majeure and unforeseen circumstances

12.1 Ad Alliance is at all times entitled to suspend the fulfilment of one or more obligations under the agreement with the Other Party in the event of force majeure on the part of Ad Alliance/Operators, without Ad Alliance/Operators being obliged to pay any compensation.

If, as a result of a force majeure situation, Ad Alliance/Operators is unable to fulfil its obligations under the agreement with the Counter Party for a period of one month or longer, the Other Party is entitled to dissolve the agreement with Ad Alliance, without the parties being obliged to pay any compensation to both parties.

12.2 Force majeure on the part of Ad Alliance/Operators exists if Ad Alliance is prevented from fulfilling its obligations under the agreement or the preparations thereof, as a result of circumstances beyond the direct influence of management and/or other managers within Ad Alliance/Operators.

In the event that Ad Alliance/Operators is prevented from carrying out the order of the Other Party due to unforeseen circumstances or due to force majeure, Ad Alliance/Operator has the right to suspend the execution of the order for the duration of the impediment or to cancel the agreement without being obliged to pay any compensation to the Other Party and/or its Agency. In these cases, Ad Alliance is obliged to inform the Other Party or its Office as soon as possible of the impediment and to express its opinion with regard to the aforementioned choice. Unforeseen circumstances or force majeure within the meaning of this article also include situations in which Ad Alliance is no longer able to perform an agreement as a result of a decision by an Operator to cease broadcasting a particular Transmitter or Digital Platform and/or that Ad Alliance/Operator is no longer reasonably free to perform the agreement as a result of a government decision and/or court decision and/or or to require an Operator to comply therewith.

Article 13 Liability

13.1 Ad Alliance carries out the assignment of or the agreement with the Other Party as well as its other activities and services as carefully as possible. Ad Alliance is only liable for a shortcoming in the fulfilment of its obligations if it can be accused of a serious degree of negligence - to be demonstrated by the Other Party. However, if Ad Alliance is liable for any non-execution or incorrect execution of assignments, this liability is limited to the direct damage and to

such a (maximum) amount as is in reasonable proportion to, but not exceeding, the amount for which the assignment or the part of the assignment was not or not properly executed, was accepted.

- 13.2 Ad Alliance/Operator is never liable for indirect or consequential damage. Any other or more extensive liability, in particular for indirect damage, is hereby expressly excluded.

Without prejudice to the above, Ad Alliance/Operator cannot accept any liability for loss or damage to material supplied by the Other Party or third parties pursuant to the concluded agreement, be it of a material, visual, auditory or other nature, except in the event of gross negligence or negligence or intent on the part of the management and/or other managers of Ad Alliance/Operator.

The Counter Party is liable for damage suffered by Ad Alliance/Operator, directly or indirectly caused by the material supplied by or on behalf of the Counter Party and/or the publication and/or reproduction thereof, and indemnifies Ad Alliance/Operator against claims from third parties for damage, directly or indirectly caused by the supplied material and/or publication and/or reproduction thereof.

- 13.3 Ad Alliance/Operator is dependent on material to be supplied by the Other Party in the fulfilment of its obligations towards the Other Party, or the Other Party has otherwise undertaken to supply the required material and the Other Party subsequently fails to supply the material in a timely manner and in accordance with the regulations as used by Ad Alliance/Operators or third parties working for and/or with them, Ad Alliance is entitled to cease the execution of the agreement, without prejudice to the obligation of the Other Party to pay the agreed compensation as well as to fully compensate the damage suffered by Ad Alliance/Operators as a result.
- 13.4 The Other Party is obliged to insure the material supplied by it pursuant to the agreement concluded with Ad Alliance for loss and/or damage to the material as well as for damage caused by the material and caused to third parties.
- 13.5 If the broadcast of a Commercial, Streamspot or the placement of an advertisement cannot take place at the originally determined time - with due observance of a reasonable margin - due to a reasonable margin - due to a human and/or technical error, Ad Alliance will, without being obliged to pay compensation for any damage caused as a result of the shift, make every effort to remove the Commercial, Streamspot or the advertisement, with due respect for the rights of third parties, at another time, for which a corresponding Tariff applies, to be broadcast or placed.
- 13.6 If non-broadcasting or non-placement, imperfect broadcasting or placement or broadcasting of the wrong Commercial, Streamspot or advertisement is demonstrated by the Other Party, Ad Alliance will try to the best of its ability, without being obliged to pay compensation for any damage, to offer an alternative that is as equivalent as possible for the Other Party. This does not apply if Ad Alliance can demonstrate that the non-broadcasting, non-placement, the imperfect broadcast or placement or the broadcast or placement of the wrong Commercial, Streamspot or advertisement respectively was not due to the fault of Ad Alliance.

Alliance/Operators or its personnel, including the situation that the Commercial has not been delivered in accordance with the regulations of Ad Alliance, or that circumstance is otherwise at the expense and/or risk of the Other Party pursuant to these General Terms and Conditions.

Article 14 Broadcast dates and times of programmes, commercial breaks or commercials

- 14.1 If either orally or in writing in a mailing, Rates, quotation, quotation or confirmation or in a *letter of intent* or agreement between Ad Alliance and the Other Party, broadcast dates and/or broadcast times of programs, Commercial Breaks and/or Commercials and/or other data regarding the programming on one or more Channels or Digital platforms are mentioned, this information is only considered by Ad Alliance as an approximation and indication expressly subject to the reservation that the Operators concerned are entitled at any time to modify or cancel the programming of the Channels or Digital Platforms, which expressly includes broadcast schedules, at their discretion.
- 14.2 Ad Alliance is in no way liable for the direct or indirect consequences of a change in the data or change and/or cancellation of the programming as referred to in article 14.1.
- 14.3 In the event of a change in programming within the meaning of Article 14.1 Ad Alliance/Operators are free to change the broadcast time of any scheduled Commercials or advertisements. If, despite the changed programming, the Other Party or the Agency wishes to stick to the original broadcast time of a Commercial or advertisement, Ad Alliance/Operator is entitled to attach further conditions to this.
- 14.4 The Other Party will submit a request for Advertising Space to Ad Alliance in writing. The application must be submitted per product and per Campaign, stating the name of the Advertiser.

Ad Alliance will take the request of the Other Party into account as much as possible when determining the broadcast schedule of the Commercials. The allocation of Ad Space and Spot Airtime includes, but is not limited to, subject to availability, prior third-party (preferential) rights, and product hierarchy. Ad Alliance does not guarantee that the requested Ad Space will actually be delivered.

Preferred positions desired by the Advertiser can only be honored if and to the extent available. Preferred positions are subject to the index shown on the Rates.

Complaints about (non) broadcast Commercials must be submitted to Ad Alliance in writing and motivated within 10 days after (planned) broadcast. If Ad Alliance deems the complaint to be justified, Ad Alliance will try to the best of its ability to offer an alternative that is as equivalent as possible for the Advertiser. The Advertiser acknowledges that the Operators are editorially independent, and that neither Ad Alliance nor the Advertiser can influence the editorial decisions of the Operators.

Article 15 Rates and surcharges

- 15.1 The published Rates are basic rates. With respect to the Broadcasting of Commercials on television, the published Rates are based on a spot duration of 30 seconds. For Commercials with a different spot duration, the Rate for all other permitted spot durations can be calculated via a table (spot index) published separately in the notes to the (most recent) rate card. With regard to the placement of advertisements on a particular Digital Platform, the published Rates are based on the advertising options and formats mentioned therein. Special options and sizes are available on request.
- 15.2 The Tariffs are exclusively a remuneration for the (provision of) advertising time within the so-called Advertising Breaks or for the (provision of) Online Advertising Space.
- 15.3 Ad Alliance is entitled to increase the Rate calculated in accordance with Article 15.1 by surcharges published by it in the notes to the (most recent) rate card(s).
- 15.4 The Tariffs and pricing do not include production, development or other external costs. If such costs are incurred, they will in any case be borne by the Other Party and charged separately by Ad Alliance.
- If Ad Alliance and the Other Party and/or its Agency make agreements about additional services to be provided by Ad Alliance with regard to the broadcasting of Commercials, Ad Alliance is entitled to pass on the costs associated with this to the Other Party and/or its Agency.
- 15.5 Rates, quotation pricing and/or price agreements published by Ad Alliance are exclusive of sales tax (VAT), unless expressly stated otherwise.
- 15.6 Package terms apply to all products offered by Ad Alliance. These package conditions vary per product. The package conditions are listed on the Content Packages page on adalliance.nl (<https://adalliance.nl/advertiser/>).
- Article 16 Payment terms**
- 16.1 Invoicing with regard to the broadcasting of Commercials, Streamspots, placement of advertisements and/or execution of other assignments and/or activities takes place by Ad Alliance in principle on the last day of the month in which broadcast, placement and/or performance took place, unless the parties agree on a different arrangement in this regard.
- 16.2 Payment of the amount due must be made within the payment term stated on the invoice. However, Ad Alliance may, at any time, if it deems it desirable at its discretion, require advance payment or what it deems sufficient security for all or part of the payment.
- 16.3 Production, Investment and/or development costs or other external costs to be passed on to the Other Party must be paid to Ad Alliance by way of advance payment by the Other Party, whereby invoicing takes place two weeks before the costs are incurred and a payment term of seven days after the invoice date applies.
- 16.4 If the invoicing is not or not fully covered by Ad Alliance's credit insurance company, Ad Alliance reserves the right to require the Other Party to pay the amount due, insofar as no cover has been obtained, by way of advance payment,
- without the other party being entitled to any right to interest compensation.
- 16.5 The following additional payment conditions apply to Brand Partnerships:
- The payment terms depend on whether or not Ad Alliance obtains a credit limit. This will be requested by Ad Alliance prior to the implementation of the agreements made (or prior to the agreement). If Ad Alliance obtains a sufficient credit limit in time, the amount due will in principle be invoiced on the basis of the actual broadcasts in a month on the last day of that month.
- Invoice and payment flows that are directly related to the sponsorship of a program also have an influence. Producers often incur costs well in advance of broadcasting, which must usually be paid by Operators prior to broadcasting. In such cases, Sponsor must take into account prepayment to Ad Alliance, regardless of whether or not a credit limit is sufficient.
- If a sufficient credit limit is not obtained or is not obtained in time, the amount due relating to the broadcast(s) in a given month must be paid to Ad Alliance well before the start of that month, or prior to the production, or prior to the granting of the production order by Ad Alliance to the producer of the program.
- 16.6 If the invoice or invoices to be sent by Ad Alliance must refer to an attribute of the Advertiser or Sponsor, the Advertiser or Sponsor must provide Ad Alliance with this attribute in writing no later than five working days before the agreed invoice date. If due to circumstances an advance payment is desired, the reference must be notified to Ad Alliance in writing no later than one month before the first invoice is sent. If Ad Alliance is not informed of the reference to be mentioned in time, the invoice will be sent without a reference. An invoice without an attribute does not entitle the Advertiser or Sponsor to suspend payment. The invoice must always be paid within the set payment term.
- 16.7 After the expiry of the payment term stated on the invoice, the Other Party is in default and owes interest of 2% per month or per part of a month on the amount due by operation of law, without any further notice of default being required.
- 16.8 If the Other Party and/or its Agency are in default or otherwise fail to comply with one or more of their obligations, all reasonable costs incurred to obtain payment and/or compliance will be incurred in and out of court, including collection costs and/or other extrajudicial costs, which will amount to at least 15% of the amount due but at least € 113.45 per invoice, will be incurred. at the expense of the Other Party.
- 16.9 If Ad Alliance can demonstrate that it was reasonably forced to incur higher extrajudicial costs, these will also be borne by the Other Party. All costs associated with judicial collection are borne by the Other Party.
- 16.10 The Agency or the Other Party has three months to dispute the correctness of an invoice or to recover overpaid amounts, counting from the date of the

Invoice. After this period has expired, the incorrectness of an invoice can no longer be invoked. Partial contestation of an invoice does not affect the obligation to pay the undisputed part.

16.11 Payment of an invoice is first deducted from any collection costs incurred pursuant to Articles 16.8 and 16.9, then from the interest due and then from the original invoice amount.

16.12 The Agency or the Other Party is not permitted to set off a claim against Ad Alliance/Operators against invoices from Ad Alliance.

16.13 The Agency or the Other Party is not permitted to deduct any (payment) discount from Ad Alliance's invoices on its own initiative.

Article 17 Cancellation

17.1 Cancellation by the Other Party is only allowed in accordance with the Specific Terms and Conditions for the Purchase of Advertising Space, the TV Billboards Purchasing Conditions and Specifications, and any other terms and conditions as published from time to time on adalliance.nl/inkoopinformatie/.

17.2 Any fees due by the Other Party pursuant a cancellation must be paid by the Other Party to Ad Alliance within 30 days of the invoice date. Ad Alliance shall have the right to dispose of the airtime or Advertising Space made available by the cancellation at its sole discretion.

Article 18 Personal data

18.1 Personal data that is collected, obtained or otherwise processed as part of the agreement is and will remain the property of Ad Alliance/Operator at all times, unless the parties make different written agreements about the use, processing or other activity with regard to this personal data.

18.2 Ad Alliance will place the Commercials, Stream Spots and advertisements and process the Advertiser's data in accordance with the privacy and cookie policy of Ad Alliance/Operators. Advertiser acknowledges that it is familiar with the contents of this policy and hereby consents to Ad Alliance/Operators processing Advertiser's personal data.

Article 19 Dissolution

19.1 Both Ad Alliance and the Other Party are entitled to dissolve an agreement by means of a registered letter if the other party fails to comply with its obligations under the agreement even after a written reminder stating a reasonable period of time.

19.2 Both Ad Alliance and the Other Party are entitled, without any reminder or notice of default being required, to dissolve the agreement by means of a registered letter, if the other is granted a (temporary) suspension of payment, the other is granted a (temporary) suspension of payment, the other party is

files for bankruptcy or is declared bankrupt, the other party's company is liquidated, the other party ceases its current business, a substantial part of the other's assets is seized or the other person is otherwise no longer to be considered capable of fulfilling the obligations under the agreement.

19.3 In the event that the Other Party and/or its Agency do not comply with one or more of the terms and conditions stated in these General Terms and Conditions or agreed with Ad Alliance, which expressly include the provisions and (delivery) conditions in the Technical Regulations, the purchase information and conditions on the website of Ad Alliance, the Rates, the Specific Terms and Conditions for the Purchase of Advertising Space and/or brochures as provided by Ad Alliance to the Other Party and/or its Agency, Ad Alliance is entitled, without prejudice to its right to compensation or performance, at its discretion, to suspend the execution of the assignment as long as the aforementioned shortcoming continues, or to dissolve the agreement in whole or in part without being obliged to pay any compensation.

Article 20 Obligation to negotiate in the event of disputes

If a dispute arises between Ad Alliance and the Other Party, whether or not with the intervention of the Agency, about the conclusion, interpretation, execution or non-execution or failure to perform an agreement correctly and/or on time, or if one of the parties believes that such a dispute exists, the parties are obliged to try to reach an agreement through negotiations.

Article 21 Confidentiality of information

The parties are obliged, either during the term of an agreement or afterwards, to keep confidential information that comes to their knowledge confidential and not to disclose it in any way to third parties and/or to use it and to use it only for the purpose for which it was made available to them. Third parties also include all persons working in the organisation of parties who do not necessarily need to be informed of the information. Confidential information within the meaning of these terms and conditions is to be understood:

- (i) Any information provided in writing, orally or in any other way, directly or indirectly, which is identified as such and/or which the other party knows or should reasonably understand to be confidential;
- (ii) All product, marketing, customer and/or other business information identified as such and/or known or reasonably understood by the other party to be confidential, regardless of the manner in which it is provided;
- (iii) The content of the agreement concluded between the parties, including prices and other conditions;
- (iv) Any copy in any form whatsoever of the foregoing. Article

22 Jurisdiction and applicable law

22.1 If Ad Alliance and the Other Party and/or its Office are unable to reach an agreement within one month with regard to a dispute that has arisen between them, this dispute can - subject to the provisions of Article 22.2 - only be submitted to the competent court in the district of Amsterdam for resolution, if and insofar as a court of first instance in this district has jurisdiction to hear the claim.

22.2 Dutch law applies to any dispute between Ad Alliance and the Other Party or its Agency, unless the parties involved agree otherwise in writing.

Article 23 Contradiction

In the event of a contradiction, inconsistency and/or deviation between the Dutch and English text of the General Terms and Conditions, the Dutch text shall prevail.

Article 24 Miscellaneous

The Advertiser is not entitled to (industry) exclusivity with regard to the products or services offered through the Commercials, Streamspots or advertisements. Ad Alliance is free to accept and format Commercials, Stream Spots and advertisements from third parties at its sole discretion.