

GENERAL TERMS AND CONDITIONS
OF ADVERTISING TALPA NETWORK & ONE MEDIA SALES
2023

These terms and conditions consist of five (5) parts:

- I General
- II Conditions TV Spot and TV Billboarding
- III Conditions Radio Spot and Radio Billboarding
- IV Conditions Brand Partnerships
- V Conditions Digital Advertising

PART I: GENERAL

1. DEFINITIONS

The following terms have the stated meaning in these General Conditions:

‘Advertisement’: any (commercial or promotional) communication for (a product or service of) the Other Party, including (but not limited to) Commercials, Brand Partnership communications, Online Video Advertisements, Digital Audio Advertisements and Social Advertising.

‘Advertising Material’: the Advertisement or material for the purpose of (creating) an Advertisement, as delivered by the Other Party.

‘Agency’: the intermediary and/or administrative agency that enters into an Agreement with Talpa pursuant to a mandate or power of attorney from the Other Party and that also accepts the applicability of these General Conditions for itself.

‘Agreement’: each agreement between Talpa and the Other Party, irrespective of its form, related to the purchasing of Media Space by the Other Party on one or more of the Platforms and – if applicable – to the production of Content.

‘Annual Agreement’: an Agreement between the Other Party and Talpa in which an Annual Budget is agreed.

‘Annual Budget’: the amount for which the Other Party has committed itself to purchase Media Space at Talpa, consisting of TV Spot, Radio Spot, TV Billboarding, Radio Billboarding, Digital Advertising and/or Brand Partnerships, for a period of one year (maximum).

‘Basic Price’: the basic price to be agreed between Talpa and the Other Party, which will serve as a starting point for calculating the Rate for the Media Space to be purchased on the relevant Platform.

‘Billboards’: Radio Billboards and TV Billboards together.

‘Billboarding’: Radio Billboarding and TV Billboarding together.

‘Brand Partnerships’: all forms of non-spot communications for the benefit of the Other Party, including Programme Participation, Social Advertising, sponsored formats and activation campaigns which are published on (one of) the Platforms and – in so far as applicable – in combination with the production of Content by or commissioned by Talpa.

‘Campaign’: all Media Space to be purchased by the Other Party in a specific period, for the benefit of the Other Party’s trademark, product or service.

‘Campaign Budget’: the (value of the) Media Space requested by the Other Party for a Campaign.

‘Campaign Budget TV Spot’: the TV Spot requested for a specific product in a given month.

‘Commercial’ or ‘Spot’: an advertisement consisting of audio(visual) material that is intended to be broadcast on (one of) the Talpa TV Channels or (one of) the Talpa Radio Channels during Commercial Broadcasting Time,

outside of editorial responsibility of the relevant Platform.

‘Commercial Break’: the compilation of Commercials of a given length in time, with announcement and closing.

‘Commercial Broadcasting Time’: Media Space on the TV Channels and the Radio Channels intended for the broadcasting of Commercials.

‘Compensation’: the compensation due by the Other Party to Talpa in relation to the purchasing of Media Space, including the Media Fee and, in so far as applicable, the Production Fee and all other compensations agreed upon by the Parties.

‘Content’: all content produced and/or created by or on behalf of Talpa, including but not limited to concepts, formats, Advertisements, Programmes, characters and audio and social posts, including all the raw materials.

‘Cookie’: cookies, web beacons, other technologies, fingerprinting and comparable methods, which, by means of electronic communication networks, give access to data (which are saved in the peripherals) of users of the Network.

‘Delivery Specifications’: the specifications that are announced by Talpa on its website which set out the technical requirements and delivery procedure which the Advertisement to be delivered by the Other Party must comply with.

‘Digital Advertising’: Digital Audio Advertising, Online Video Advertising and other forms of digital advertising, such as display advertising and sponsored communications (other than Social Advertising on the Network).

‘Digital Audio Advertisement’: an advertisement consisting of audio only, that is intended to be broadcast on the Network outside of editorial responsibility of the relevant Platform.

‘Digital Audio Advertising’: Media Space for Digital Audio Advertisements (pre- & midrolls) on the Radio Channels which are distributed via IP.

‘Fixed Budget’: a Product by which the Other Party, in relation to a given budget TV Spot gives direction on the classification into certain time periods.

‘General Conditions’: these general terms and conditions that apply to all Agreements between Talpa and the Other Party.

‘Group Agreement’: an Agreement between Talpa and the Other Party, which qualifies as a ‘group’ and which also wishes to enter into the Agreement on behalf of Group Participants.

‘Group Participants’: all companies of which 51% of the shares are held by the Other Party during the term of a Group Agreement.

‘Media Fee’: the fee due by the Other Party for the purchased Media Space.

‘Media Space’: the space available for different kinds of Advertisements, expressed in digits that are common for the relevant medium.

‘Network’: the Talpa Network and the Partner Network together.

‘Offer’: any form of offer made by or on behalf of Talpa to the Other Party, including but not limited to proposals, quotations, Rates, proposed broadcasting schedules and undertakings.

‘OMS’: One Media Sales B.V., with registered seat at Hilversum and having its offices at Bergweg 70 (1217 SC) Hilversum, the Netherlands, registered with the Chamber of Commerce with number 58809600.

‘Online Video Advertisement’: an advertisement consisting of audio and video, that is intended to be broadcast on the Network outside of editorial responsibility of the relevant Platform.

‘Online Video Advertising’: Media Space for Online Video Advertisements (pre/mid/post rolls) on the Network.

‘Other Party’: the advertiser which, whether or not through an Agency, enters into an Agreement with Talpa.

‘Parties’: Talpa and the Other Party.

‘Partner’: a party, not within the Talpa Network group of companies, that has (partially) outsourced the sales of its Media Space to Talpa or OMS.

‘Partner Network’: the websites and apps of Partners.

‘Partner Platforms’: the Partner TV Channels, the Partner Radio Channels, the Partner Social Channels and the Partner Network together.

‘Partner Radio Channels’: the radio channels of partners, irrespective of the way they are distributed.

‘Partner Social Channels’: the social media channels of Partners, including the social media channels of the influencers within the SocialInfluencers portfolio.

‘Partner TV Channels’: the TV channels of Partners.

‘Platforms’: the Talpa Platforms and the Partner Platforms together.

‘Products’: the purchase types included in the Purchase Options.

‘Production Fee’: the fee due by the Other Party for the production of Content.

‘Programme’: an (audio-)visual product, which is clearly delimited and which is, recognizable as such, broadcast under its own title on a TV Channel, a Radio Channel and/or published on the Network.

‘Programme Participation’: the granting of a financial or non-financial contribution for the production or purchasing of a Programme, whether or not in combination with the demonstration or mentioning of products, services or trademarks of the Other Party within that Programme.

‘Provisional Basic Price’: the Basic Price that applies for the period between 1 January 2023 and 30 April 2023.

‘Publication Rate’: the Basic Price to be published periodically by Talpa that applies to Other Parties with whom no Annual Agreement has been concluded; or for Other Parties with whom an Agreement is concluded after 30 April 2023. In the latter case, the Publication Rate applies as from 1 May 2023.

‘Purchase Options’: the standard options to be announced by Talpa concerning the purchasing of Media Space, which can be consulted at <https://talpanetwork.com/media-solutions/tv>.

‘Radio Billboard’: an audio communication that is broadcast before, during and/or after a Programme to inform the viewers about Programme Participation.

‘Radio Billboarding’: the broadcasting of Radio Billboards as a Campaign, without a substantive link to the relevant Programme, also known as ‘audio boarding’.

‘Radio Spot’: Commercial Broadcasting Time on the Radio Channels.

‘Radio Channels’: the Talpa Radio Channels and the Partner Radio Channels together.

‘Rates’: the rates applicable to the purchasing of Media Space, as published by the relevant Platform.

‘Social Advertising’: all forms of sponsored communication on the Partner Social Channels for the Other Party realized through Talpa, including sponsored social media posts.

‘Social Channels’: the Talpa Social Channels and the Partner Social Channels together

‘Talpa’: Talpa Network B.V., with registered seat at Laren and having its offices at Bergweg 70 (1217 SC) Hilversum, the Netherlands, registered with the Chamber of

Commerce under number 72013176, whether or not acting together with OMS as Talpa Media Solutions, as well as each of its group companies.

‘Talpa Network’: all of Talpa’s own websites and apps.

‘Talpa Platforms’: the Talpa TV Channels, the Talpa Radio Channels, the Talpa Social Channels and the Talpa Network together.

‘Talpa Radio Channels’: all of Talpa’s own radio channels (including theme channels), irrespective of the way they are distributed.

‘Talpa Social Channels’: all of Talpa’s own social channels.

‘Talpa TV Channels’: all of Talpa’s own television channels.

‘TV Billboard’: an audiovisual communication that is broadcast before, during and/or after a Programme to inform the viewers about Programme Participation.

‘TV Billboarding’: the broadcasting of TV Billboards as a Campaign, without a substantive link to the relevant Programme,

‘TV Channels’: the Talpa TV Channels and the Partner TV Channels together.

‘TV Spot’: Commercial Broadcasting Time on the TV Channels.

‘Twin Spot’: more than one Commercial for a product or a service in the same Commercial Break.

2. APPLICABILITY

- 2.1 Part I of these General Conditions is applicable to, and forms an integral part of, all Offers, confirmations, the Purchase Options, letters of intent and Agreements between Talpa and the Other Party, unless explicitly stated otherwise. Where Part I of these General Conditions say “Talpa”, this is to be read as Talpa and/or OMS”, unless explicitly stated otherwise.
- 2.2 Depending on the nature of the Advertisement and/or the Platform on which the Advertisement is published, in addition to part I, part II, III, IV and/or V of these General Conditions apply as well. In the event of contradiction between Part I and one of the additional parts (part II, III, IV and/or V) of these General Conditions, the relevant additional part prevails.
- 2.3 These General Conditions explicitly not apply to brand partnerships communications on the Partner Platforms, unless explicitly agreed otherwise
- 2.4 In the event of a Brand Partnerships Campaign, next to these General Conditions, terms and conditions of third parties may apply.
- 2.5 Exceptions to these General Conditions take effect only if they have been expressly agreed in advance and in writing between Talpa and the Other Party and then apply solely to the amended provisions of the relevant Agreement.
- 2.6 In the event of contradiction between these General Conditions and the Agreement, the Agreement prevails.
- 2.7 Any general terms and conditions of the Other Party do not apply, unless expressly agreed otherwise.
- 2.8 If any provision of these General Conditions is fully or partially inconsistent with mandatory law, these General Conditions otherwise remain in force and Talpa and the Other Party shall consult in relation to the provisions that are void, declared void or nullified in order to adopt new provisions that approximate the purpose of the void or nullified provisions as closely as possible.
- 2.9 In case of contradiction, inconsistency and/or deviation between the Dutch and English version of these General Conditions and/or any additional conditions that may apply, the Dutch text prevails.

3. PUBLICATION AND AMENDMENT

- 3.1 Talpa is entitled to amend these General Conditions. The amended version of these General Conditions shall be applicable as from the date of its publication and will from that moment on apply to all current and new Agreements, unless explicitly agreed otherwise.
- 3.2 Within ten (10) business days of the notice of the amendments, the Other Party is entitled to terminate the Agreement in writing, stating reasons relating to the amendments that can justify the termination, with due observance of a notice period of one (1) month, effective from the last day of the month. Talpa is not obliged to pay any compensation or other amount if the Other Party terminates for this reason.
- 3.3 If Talpa informs the Other Party in writing within ten (10) business days of the notice of termination that it believes the reasons stated by the Other Party do not reasonably justify the termination and/or that Talpa wishes to meet the objections, the Parties will enter into negotiations.
- 3.4 Changes to the Purchase Options, the Rates or indices and the Delivery Specifications are not regarded as amendments within the meaning of Article 3.2.
- 3.5 If Talpa amends the General Conditions on the basis of a court ruling or to make them consistent with statutory or other (government) rules, the guidelines or regulations of a trade organization, or any other regulations that it is obliged to observe, the provisions of Article 3.2 will not apply.

4. THE AGENCY

- 4.1 Talpa accepts the intermediary activities of an Agency in the formation of Agreements and assumes that the Agency is acting as the mandatory or authorized representative of the Other Party, and that the Agreement is thus entered into in the name and on behalf of the Other Party. At the request of Talpa, the Agency must duly present its mandate or power of attorney to Talpa's satisfaction.
- 4.2 The Agency warrants that it has obtained a mandate or power of attorney from the Other Party for the purpose of entering into an Agreement. The Agency further warrants that the Other Party for which it acts accepts the applicability of these General Conditions.
- 4.3 If and insofar as the Other Party denies that the Agency has a mandate or power of attorney to enter into an Agreement or asserts that the Agency was not authorized to enter into the Agreement on its behalf for any other reason, the Agency will be deemed to have acted in its own name and for its own account.

5. PURCHASE OPTIONS

- 5.1 The Purchase Options constitute an integral part of these General Conditions.
- 5.2 Talpa periodically announces the Purchase Options. Talpa is entitled to amend the Purchase Options at all times. The Purchase Options in force at the (intended) time of publication of the Advertisement will apply.
- 5.3 If Talpa and the Other Party make arrangements for specific times when Advertisements will be published, these arrangements will always be subject to

change. Talpa is entitled to adjust the times of publication at its discretion at all times. The Other Party is aware of and agrees to this arrangement.

6. OFFER AND FORMATION OF AGREEMENTS

- 6.1 Every Offer for the formation of an Agreement that is made by Talpa, in whatever form and under whatever name, is made without obligation.
- 6.2 Agreements are formed:
 - a) when Talpa receives the confirmation that it has sent, signed for approval by the Other Party; or
 - b) if Talpa does not receive the confirmation it has sent with signature of the Other Party within the period mentioned, provided that Talpa has expressly stated that by absence thereof, the Agreement is formed;
 - c) if the confirmation cannot be given in writing (digitally or otherwise) due to the urgency of the situation, the Agreement is formed when Talpa verbally confirms the order; or
 - d) if Talpa commences with the performance of the Agreement at the request of the Other Party.
- 6.3 If an Agreement is formed in the manner as described in Article 6.2 b), c) or d), it will be deemed to have been entered into under the terms as set out in the applicable Purchase Options and at the Rates that apply at the time of execution of the Agreement.
- 6.4 Talpa may terminate an Agreement that has been formed in the manner as described in Article 6.2 b), c) or d), in writing, without observing a notice period and without being obliged to pay any compensation, if the Other Party refuses to comply with the provisions of the General Conditions and/or the Purchase Options, after having been requested to do so by Talpa. In case of such a termination, the Other Party is obliged to pay Talpa a fee in proportion to the work that Talpa has already performed or the Media Space delivered.
- 6.5 Save for the eventual applicability of a cancellation policy, each written order to the purchasing of Media Space from the Other Party is binding. The Other Party cannot invoke the incompetence of its employees which have placed an order on its behalf.
- 6.6 An Offer is always made subject to changes in the channel portfolio and/or changes in the organization structure, for whatever reason.
- 6.7 Talpa is entitled, at its own discretion and in accordance with the applicable legislation, including the Dutch Advertising Code (*Nederlandse Reclame Code*), the Dutch Media Act (*Mediawet*) and the NICAM Regulations (*Kijkwijzer*) to set further rules with respect to the time and/or Umfeld of) the publication of and/or the content of the Advertisement.
- 6.8 Talpa is entitled, at its own discretion, to refuse, revoke or withdraw an application for or an offer to deliver Media Space, if this offer could come into conflict with the interests of Talpa or the interests of third parties. Talpa is also entitled to do this if the publication of the Advertisement would be contrary to social values and standards, good taste and/or morals, any statutory provision or a provision that binds Talpa in another manner. Talpa is not obliged to pay any compensation in that case.
- 6.9 Talpa is not liable for any damage of the Other Party and/or any third party that arises from misunderstandings regarding the content and performance of the Agreement, if these misunderstandings are caused by Talpa not receiving, not promptly receiving or not fully receiving the

statements and/or information of the Other Party.

7. ANNUAL AGREEMENTS

- 7.1 Annual Agreements are concluded by Talpa confirming the arrangements with respect to the Annual Budget of the Other Party, for the information of and possible corrections by (the Agency on behalf of) the Other Party, in writing (including e-mail). If Talpa does not hear anything from (the Agency on behalf of) the Other Party within the term referred to in the e-mail, the confirmation is deemed to correctly reflect the arrangements made and the confirmation shall qualify as an Annual Agreement
- 7.2 In the event of an adjustment of the Annual Budget included in an Annual Agreement by the Other Party, the following conditions apply:
- Shifts and adjustments within the different categories of the Annual Budget up until 10%, with the Annual Budget remaining equal, are possible while maintaining the agreed conditions.
 - In the event of shifts and adjustments within the different categories of the Annual Budget bigger than 10%, with the Annual Budget remaining equal, the conditions of the adjusted categories will be adjusted with retroactive effect as from 1 January 2023.
 - In the event the Annual Budget is increased before 1 May 2023, the conditions applicable to the relevant category will be adjusted with retroactive effect as from 1 January 2023.
 - In the event the Annual Budget is increased after 1 May 2023, the conditions applicable to the relevant category will be adjusted as from the 1st day of the month in which Talpa has confirmed the new Annual Budget in writing.
 - In the event the Annual Budget is decreased, the conditions applicable to the relevant category will be adjusted with retroactive effect as from 1 January 2023. Further, the Other Party owes Talpa a cancellation fee, which shall be calculated on the difference between the original Annual Budget and the new Annual Budget, in accordance with the following:

- 1-4%	:	4% on the difference
- 5-9%	:	5% on the difference
- 10-14%	:	6% on the difference
- 15-19%	:	8% on the difference
- 20%>	:	10% on the difference
- 7.3 During the period that Talpa and the Other Party have not yet entered into any Annual Agreement in a new tax or calendar year, but the Other Party is already purchasing Media Space, Talpa and the Other Party may agree on a Provisional Basic Price. Talpa shall make a proposal to the Other Party for this purpose.
- 7.4 A briefing or request to purchase Media Space is eligible for setoff against the Basic Price (with retroactive effect to 1 January 2021), provided that:
- Talpa receives the briefing or request before 1 May 2023; and
 - Talpa sends confirmation of the arrangements, as referred to in Article 7.1, by e-mail on or before 30 April 2023 and the Other Party expressly or tacitly accepts these arrangements within the term stated in the e-mail referred to above.
- If Talpa sends the confirmation after 30 April 2023,

the new arrangements will commence on the first day of the month following the month in which the Other Party expressly or tacitly accepts these arrangements.

- 7.5 If an Annual Agreement is concluded before 1 May 2023 and it transpires that there has been an overspend in respect of the Provisional Basic Price, this will give rise to a bonus credit balance. This bonus credit balance will be adjusted by any excess Media Space delivered (overscores).
- 7.6 If an Annual Agreement is concluded before 1 May 2023 and it transpires that there has been an underspend in respect of the Provisional Basic Price, the Basic Price for the relevant category will be recalculated with retroactive effect as from 1 January 2023.
- 7.7 The Provisional Basic Price will be increased by 5% for all Other Parties with whom an Annual Agreement has not been concluded by 1 May 2023.
- 7.8 If no Annual Agreement is concluded, the Other Party shall pay Talpa the Publication Rate that is published on a monthly basis plus the associated indices with retroactive effect as from 1 January 2023.
- 7.9 Any Production Fees, development and/or other external costs fall outside the Annual Budget.
- 7.10 If reference is made in these General Conditions to specific dates, it is assumed that an Annual Agreement is entered into for one calendar year. Insofar as an Annual Agreement is entered into with the Other Party for a tax year that does not coincide with a calendar year, the dates referred to will shift proportionately and be read as such.
- ## 8. GROUP AGREEMENT
- 8.1 If and as soon as the Other Party of a Group Agreement (i) acquires a majority participating interest and wishes, as a Group Participant, to bring this participating interest under the scope of the Group Agreement, or (ii) as a result of the sale of shares or otherwise loses its majority participating interest and that Group Participant accordingly no longer falls under the scope of the Group Agreement, it must give Talpa written notice of this fact within two weeks. However, this does not affect the obligation of the Other Party of the Group Agreement to spend the Annual Budget.
- 8.2 If required, Talpa may request the Other Party of the Group Agreement to prove written proof of its majority interest in an actual or prospective Group Participant.
- ## 9. ADVERTISING MATERIAL, GUARANTEE
- 9.1 The Other Party grants Talpa a limited, non-exclusive, sub-licensable right to use the Advertising Material (including all parts thereof, such as word- and/or device marks and musical works) in connection with the execution of the Agreement.
- 9.2 The Other Party warrants that:
- the Advertising Material does not in any way infringe any third-party rights, which in any event includes copyright (and portrait rights) and any other intellectual or industrial property rights;
 - the Advertising Material is not incompatible with the truth, social standards and values, good taste and decency and/or the public order or good morals and that it is not in any other way unlawful towards third parties;
 - the Advertising Material complies with all applicable laws and regulations, including the Dutch Media Act, European regulations and

- directives, advertising codes and the Kijkwijzer ratings system (NICAM);
- (iv) if and in so far as the Advertising Material (including Commercials, Billboards, Digital Audio Advertisements and Online Video Advertisements) supplied to Talpa contains one or more musical works and the recording thereof, it has obtained the proper permission of all relevant rights holders thereof, with respect to the synchronization (mechanical) rights;
 - (v) it has the authority to publish, or arrange for the publication of, and/or to reproduce, or arrange for the reproduction of, the Advertising Material, without this leading to levies and/or fees to be claimed from Talpa or levies and/or fees to be claimed from other organizations that could subsequently be recovered from Talpa;
 - (vi) It acts in full in compliance with all applicable laws and/or regulations, codes of conduct and any other form of self-regulation, and that it is in the possession of all required rights, licenses, registrations, permits and permissions. The Other Party also complies to all further rules set by Talpa, and that it fully complies with the conditions of these General Conditions.

The Other Party indemnifies Talpa both in and out of court from all third-party claims in connection with an infringement of one of the warranties above. The Other Party shall also be liable to pay all damages, fines and costs incurred to Talpa.

- 9.3 The Other Party must inform Talpa timely of any laws and/or regulations that specifically apply to the Other Party's branch and/or products, such as specific advertising codes or codes of conduct.
 - 9.4 The Other Party must deliver the Advertising Material in the manner as prescribed by Talpa in the applicable Delivery Specifications, as published on Talpa's website. In the event that the Other Party does not comply with the applicable Delivery Specifications, Talpa is entitled to cancel or suspend the relevant Advertisement and/or to cancel the entire Campaign, without prejudice to Talpa's right to fully charge the relevant Compensation to the Other Party.
10. SUSPENSION OR REJECTION OF AN ADVERTISEMENT
- 10.1 If Talpa holds the view that the Advertising Material does not comply with the provisions of Article 9, it will be entitled to reject the Advertising Material or to suspend or cease its publication with immediate effect and without prior notice to the Other Party. Where applicable, Talpa is entitled to charge cancellation costs to the Other Party.
 - 10.2 If Talpa holds the view that the Advertising material is of such a nature that Talpa cannot permit, or no longer permit, its publication and/or if valid objections or protests have been made known or are anticipated, it will be entitled not to publish the Advertising Material or to limit or terminate its publication. Talpa is obliged to notify the Other Party in such a case as soon as possible.
 - 10.3 Talpa is not liable for any direct or indirect damage suffered by the Other Party or any third party that arises from a suspension or rejection as described in Articles 10.1 and 10.2.
 - 10.4 If Talpa does not publish the Advertising Material on the basis of any provision of these General

Conditions, Talpa will be entitled to make the reserved Media Space available to third parties. If and insofar as Talpa is unable to enter into an Agreement with third parties with respect to this Media Space, it will be entitled to charge the Other Party for the reserved Media Space or to charge the Other Party cancellation costs.

- 10.5 If Talpa does not comply with its obligations because of a court ruling or because of any order or claim of the authorities or a competent body for that purpose, it will not be liable for any ensuing damage.

11. HIDDEN SIGNS

- 11.1 The Other Party may not include, or arrange for the inclusion of a digital or other watermark or another hidden sign in Advertisements that are supplied by it or on its behalf to Talpa, unless Talpa has given its explicit and written consent for this purpose.

12. PRIVACY

- 12.1 The (personal) data, transactional data and/or consumer profiles acquired in connection with the Agreement, will be processed exclusively via Talpa's infrastructure, unless explicitly agreed otherwise in writing. The ownership, the right of use and right of exploitation with respect to these data, remain with Talpa only.
- 12.2 Talpa shall process the data referred to in paragraph 1 in accordance with the privacy policy of Talpa Network, which can be consulted at <https://privacy.talpanetwork.com/nl/privacy>.
- 12.3 When processing personal data in connection with the Agreement, the Other Party shall comply with applicable laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the Dutch Implementation Act (UAVG) and the Dutch Telecommunications Act (Telecommunicatiewet).
- 12.4 The Other Party will inform Talpa promptly if it processes any personal data in connection with the Agreement. If required, the Parties will conclude a separate agreement with respect to the amount, the term and the security of such processing.

13. RIGHTS

- 13.1 Unless agreed otherwise in writing, all intellectual property rights (including copyrights and trademark rights) with respect to the Content (including Campaign ideas, formats, concepts, Programs, (editorial) contributions, products and all other parts of Talpa's services) will accrue to Talpa and/or its licensors. Insofar as such a right can only be acquired by filing or registration, Talpa will be exclusively authorized to do so and the Other Party will, insofar as necessary, cooperate at Talpa's first request
- 13.2 Unless explicitly agreed otherwise, the Content will be published exclusively by Talpa, in the manner provided in the Agreement. The publication of the Content via other platforms or other use of the Content than permitted under the Agreement is not permitted, unless the Other Party has obtained Talpa's prior written consent. Talpa is entitled to impose conditions to its consent, such as the payment of an (additional) fee by the Other Party. Talpa is not required to give its consent and may be dependent on the permission of third parties.
- 13.3 At all times, Talpa is, without the Other Party's prior

consent, entitled to use the Content for the purpose of B2B communication purposes, such as showreels, case films, corporate films and submissions for awards.

14. ASSIGNABILITY OF RIGHTS

- 14.1 Unless Talpa gives its prior written consent, the Other Party is not permitted to assign the rights and obligations under the Agreement or from the preceding negotiations, in whole or in part, to third parties.
- 14.2 If the Other Party wishes to change to a different Agency, it shall timely and in writing request Talpa's consent thereto. Talpa is entitled to attach conditions to such consent. As a condition the new Agency must at least accept the rights and obligations under these General Conditions.
- 14.3 Talpa may assign its rights and/or obligations under the Agreement to its group companies or contribute this to a company.

15. BROADCASTING

- 15.1 Any statement made by Talpa, either verbally or written (digitally or otherwise), in relation to the date and scheduled time for broadcasting Programmes, Commercial Breaks, Commercials, Billboards and Brand Partnerships communications, is merely indicative and may fluctuate within a reasonable margin. Talpa reserves the right at all times to change or cancel the date and time for broadcasting Programmes, Commercial Breaks, Commercials, Billboards and Brand Partnerships communications, at its own discretion. Talpa is not liable for any direct or indirect damage that arises from a change in accordance with this Article 15.
- 15.2 It is the responsibility of the Other Party to verify the media placements (including the date and scheduled time for broadcasting Programmes, Commercial Breaks, Commercials, Billboards and/or Brand Partnerships communications), using the available digital tools for this purpose, and to submit any proposals for changes via these digital tools and in accordance with the Delivery Specifications to Talpa within five (5) days of the publication date. If the Other Party does not have access to the aforementioned digital tools, it must notify Talpa of this fact. In that case, Talpa will send a list of the media placements (including the date and scheduled time for broadcasting Programmes, Commercial Breaks, Commercials, Billboards and/or Brand Partnerships communications) to the Other Party.
- 15.3 If a change is made in accordance with the provisions of Article 15.1, and the Other Party wishes to retain the original date or time for broadcasting the Commercial, Billboard or Brand Partnerships communication, Talpa will be entitled, insofar as broadcasting the Commercial, Billboard or Brand Partnerships communication at the original time is still possible, to attach new conditions to that broadcast.
- 15.4 If a Commercial, Billboard or Brand Partnerships communication cannot be broadcast at the original scheduled time as a result of live programming, human errors or technical failures on the side of Talpa (taking a reasonable margin into account)

Talpa – without being obliged to compensate any damage ensuing from the shift in schedule or to repay amounts already paid, and with due observance of third-party rights – will endeavor to broadcast the Commercial, Billboard or Brand Partnerships communication at another time for which a corresponding Rate applies, or at another time within proximity of the original time.

- 15.5 Within ten (10) business days of the agreed broadcasting day, the Other Party may submit a written and reasoned complaint to Talpa concerning a failure to broadcast a Commercial, Billboard or Brand Partnerships communication, the incomplete broadcasting of a Commercial, Billboard or Brand Partnerships communication or the broadcasting of an incorrect Commercial, Billboard or Brand Partnerships communication. If Talpa regards the complaint as valid, it will endeavor to the best of its ability to offer the Other Party the most equivalent alternative possible, without being obliged to pay any compensation. Talpa is not obliged to compensate any damage if it demonstrates that the origin of the complaint cannot be attributed to it or is for the account and risk of the Other Party under these General Conditions.
- 15.6 If a special event or exceptional Programme that was not included in the initial programming schedule is unexpectedly broadcast, Talpa reserves the right to adjust the agreed Compensation. If Talpa enforces this right, the Other Party will be entitled to waive the publication of its Advertisement at the relevant moment. In such case, Talpa endeavours to offer an equivalent alternative.
- 15.7 In the event of Billboarding several Billboards in a row may occur. The Other Party cannot claim a specific position for its Billboard.
- #### 16. FORCE MAJEURE
- 16.1 If Talpa or the Other Party is unable to perform one or more of its obligations under the Agreement because of force majeure, it may suspend the fulfilment of such obligations. Talpa and the Other Party respectively will not be liable for any ensuing damage in that case.
- 16.2 If the force majeure situation has lasted for one month or as soon as it is certain that it will last for more than one month, either of the Parties may fully or partially terminate the Agreement, without being obliged to pay any damages to the other party.
- 16.3 Force majeure exists if a party cannot or can no longer be required to fulfil its obligations from the Agreement because of a circumstance that cannot be attributed to it. Force majeure in relation to Talpa at least includes strikes, boycotts, actual or impending actions against, interruption of business operations or other business-related problems at Talpa, a supplier or distributor (including Partners), measures of any government body as well as the lack of any license or permission to be obtained from the authorities, terrorist acts, fire, extreme or unsuitable weather or other conditions, a cyberattack, epidemics or pandemics and transmission problems at a distributor.
- 16.4 Distribution problems of the Other Party or its subcontractors, rejected Advertisements, Advertisements that are not ready in time, strategy changes of the Other Party, Campaign postponements, etcetera are not regarded as force majeure.

17. LIABILITY AND INDEMNITY

- 17.1 The Other Party is liable for all costs (including litigation costs, costs for legal assistance, interest and cancellation costs) and damage, including any penalties, which Talpa suffers as a consequence of the Other Party's failure to comply with the Agreement and these General Conditions. The Other Party indemnifies Talpa both in and out of court from all third-party claims in connection with the foregoing.
- 17.2 If Talpa imputably fails to comply with its obligations under the Agreement or these General Conditions, it will be liable for the ensuing damage suffered by the Other Party. In no event, Talpa will be liable for indirect or consequential damage and its liability will not exceed the amount of EUR 10,000 per event or series of events. Talpa explicitly excludes any other or further compensation of damage. Talpa will never be obliged to compensate trading losses, consequential damage, loss of profits or any other indirect damage, or to compensate damage arising from third-party claims against the Other Party.
- 17.3 Talpa is not liable for the loss or damage of Advertising Material supplied by the Other Party or third parties, unless it has acted with intent or been grossly negligent.

18. COMPENSATION, INVOICING AND PAYMENT

- 18.1 The Other Party undertakes to pay the Media Fee and, if applicable, the Production Fee and all other compensations as included in the Agreement.
- 18.2 The Media Fee constitutes exclusively the consideration due by the Other Party for the delivery of Media Space by Talpa. If Talpa (also) produces Content, the agreed Production Fee and other (development) costs will be charged separately by Talpa to the other Party.
- 18.3 All prices mentioned are in Euro and exclusive of VAT, which is for the account of the Other Party.
- 18.4 The Media Fee due will be invoiced on a monthly basis afterwards, unless agreed otherwise. The Production Fee can be invoiced in advance.
- 18.5 The Other Party shall pay all amounts due without any discounts, deductions or setoff within thirty (30) days of the invoice date, unless another term is stated on the invoice.
- 18.6 The Other Party is not entitled to suspend any payment or other obligation.
- 18.7 The Other Party must pay the additional costs charged to it, as referred to in Article 18.2, to Talpa in advance. The Other Party shall pay the costs it has been charged under Article 18.2 without any discounts, deductions or setoff within seven (7) days of the invoice date.
- 18.8 The Other Party is in default by the mere expiry of a payment period or of a period for compliance with any other obligation, without the need for any notice of default. From the time default commences, the Other Party shall pay interest at 2% per month, or part of a month, on all amounts in arrears and is also obliged to pay Talpa its judicial and extrajudicial costs, including collection costs that will amount to 15% of the outstanding amount, subject to a minimum of €115, in full.
- 18.9 If payment of the amounts due cannot be insured through a credit insurance firm, Talpa will be entitled to require the Other Party to pay those amounts in

advance.

- 18.10 In the event of cancellation or termination of an Agreement by the Other Party, the payment conditions included in this Article 16 remain applicable.

19. TERMINATION AND SUSPENSION

- 19.1 If the Other Party is in default or if one of the cases specified in paragraph 2 occurs, all receivables that Talpa has against the Other Party, for whatever reason, will become immediately due and payable in full and Talpa will be entitled to suspend and/or fully or partially terminate the performance of any Agreement with the Other Party. The above does not affect Talpa's other statutory rights or rights under the Agreement.
- 19.2 If the Other Party enters into a debt settlement with its creditors, is given a moratorium on the payment of its debts, is declared bankrupt or put into liquidation, or if attachment in execution or a pre-judgment attachment is levied against it and not lifted within fourteen (14) days, Talpa will be entitled to suspend and/or fully or partially terminate the performance of any Agreement with the Other Party.

20. CONFIDENTIALITY

- 20.1 The Other Party acknowledges the strict confidential nature of the Agreement and of all information provided under this Agreement and in relation to its formation. The Other Party may not disclose this information to third parties in any way. This obligation applies both during the term of this Agreement and after it expires.
- 20.2 If the Other Party fails to comply with the obligation referred to in Article 20.1, all benefits and discounts that the Other Party enjoys on the basis of the Agreement will cease to apply with retroactive effect. The claim for repayment of these benefits and discounts will be immediately due and payable because of the failure to comply with the obligation referred to in Article 20.1, but this does not affect Talpa's right to full compensation of the damage that it is suffering or will suffer.
- 20.3 The obligation to observe confidentiality, as referred to in Article 20.1, also applies to any disputes that arise between the Parties.

21. VARIOUS

- 21.1 Unless explicitly agreed otherwise, the Other Party does not have any (branch) exclusivity with respect to the products or services promoted by means of the Advertisements. Talpa can at its own discretion accept and schedule advertisements of third parties.
- 21.2 The Other Party is aware that in respect of the Programmes, Talpa is (editorially) independent and that in connection therewith, Talpa is at all times entitled to give binding instructions in respect of the Programmes it publishes.
- 21.3 In cases in which these General Conditions do not provide for, Talpa will decide, taking into account the Other Party's reasonable interests.

22. APPLICABLE LAW AND JURISDICTION

- 22.1 Dutch law exclusively applies to these General Conditions and all Agreements that are entered into between Talpa and the Other Party.
- 22.2 Insofar as the law does not prescribe otherwise, all disputes that arise from an Agreement or these General Conditions will be subject to the judgment of

the competent court in Amsterdam. However, Talpa is entitled, simultaneously or otherwise, to bring its claims against the Other Party before other courts or judicial tribunals that have jurisdiction under national or international rules of law to take cognizance of such claims.

PART II: CONDITIONS TV SPOT AND TV BILLBOARDING

23. GENERAL

- 23.1 The arrangements in an Annual Agreement relate to the commercial conditions under which TV Spot and TV Billboarding s purchased on the Channels by or on behalf of the Other Party and/or its Group Participants. Talpa does not warrant the availability of TV Spot and TV Billboarding as and when desired by the Other Party. Talpa is not in any way liable for the consequences of the unavailability or inadequate availability of TV Spot or TV Billboarding.
- 23.2 Talpa processes requests for the purchase of TV Spot and TV Billboarding only if the product for which the request is made is suitable, in its opinion, for the requested target group.
- 23.3 The total Spot group is taken into account for the calculation of the Compensation for Twin Spots. In other words, all Spots, including short reminders, are included for determining the Compensation. For Ident spots, this means the 'tailor-made isolated Spot' and the 'Commercial' that collectively form the Spot group.
- 23.4 Preferred positions that have been allocated once may continue to count towards the preferred position rate that has been agreed in the Annual Agreement, even if these positions have ceased to exist due to the optimization of the broadcasting schedule. If the use of Twin Spots leads to the use of extra preferred positions, these positions will count towards the actual preferred position rate.
- 23.5 Any compensations will take place in TV Spot and TV Billboarding respectively, against the Rates and conditions applicable at the time of broadcasting
- 23.6 If the Other Party also purchases online (non-spot) Media Space at Talpa, it agrees that Talpa may apply technical measures relating to online commercials, such as a tag, pixel and cookie, for the purpose of measuring reach and audience ratings. The Other Party must cooperate fully in the application of these technical measures. The Other Party must follow Talpa's instructions for this purpose and comply with the prescribed specifications and conditions which apply from time to time.

24. RATES

- 24.1 The Annual Budget TV Spot and TV Billboarding is specified in the Annual Agreement. These amounts are based on a spot length of 30 seconds for TV Spot and 5 seconds for TV Billboarding.
- 24.2 Depending on the chosen Purchase Type, Talpa multiplies the Basic Price TV Spot by the indices specified in the Purchase Options. Payment for all Purchase Types is made on the actual gross rating points (GRPs) based on the average audience ratings of the relevant Commercial Break.
- 24.3 If a 'free' preferred position rate is specified in the Annual Agreement, the amount for which free positions can be purchased must be calculated by applying the rate (expressed as a percentage), to

the Annual Budget TV Spot. Example: in the event of an Annual Budget TV Spot of €1,000,000 and 15% 'free positions', it is possible to purchase a Spot value/Spot group value for a budget of €150,000 (i.e. €1,000,000 x 15%), including the surcharge, on a preferred position basis.

25. BONUS CREDIT BALANCE TV SPOT

- 25.1 The withdrawal and use of a bonus credit balance TV Spot is subject to a monthly maximum that is equal to the requested budget for the relevant month per Campaign.
- 25.2 If the Other Party wishes to request TV Spot in a given month on the basis of a bonus credit balance, this request must be made directly in the first round of requests. The terms and conditions of the Annual Agreement remain fully applicable to the use of bonus broadcasting time.
- 25.3 Preferred positions are not allocated within the bonus credit balance TV Spot, which must be used – at the risk of otherwise being forfeited – before the end of the term of the Annual Agreement.
- 25.4 The delivery of bonus broadcasting time is subject to availability, whereby Talpa has a best efforts obligation to deliver the bonus credit balance. A possible remaining bonus credit balance expires after the date included in the Agreement.
- 25.5 'Paid' TV Spot that has already been allocated cannot be converted into bonus broadcasting time.
- 25.6 If 'paid' TV Spot and bonus broadcasting time are used for the same product in the same month, overscores and underscores will be set off against each other.
- 25.7 In the event of a contract bonus, Talpa is entitled to set off overscores with the contract bonus, up to 3% of the monthly budget TV Spot (including bonus). In the event of a cc-set off, the overscore will not be set off twice.

26. CANCELLATION

- 26.1 If a booked Campaign Budget TV Spot is cancelled, Talpa will be entitled to charge the following cancellation costs to the Other Party:
- 100% of the total cancelled Campaign Budget TV Spot for the given month, if cancellation occurs within a period of two business days before the broadcasting date of the Commercial;
 - 4% of the total cancelled Campaign Budget TV Spot for the given month, if there has been a cancellation and/or shift of more than 25% of the originally requested Campaign Budget TV Spot and if cancellation occurs within a period of two business days before the first requested broadcasting date of the Commercial.
- Shifts are regarded as a cancellation and invoiced as such.
- 26.2 Talpa takes the requested and/or allocated Campaign Budget TV Spot as the starting point for calculating the amount of the cancellation costs.
- 26.3 Talpa may first deduct any bonus credit balances from the cancellation costs.
- 26.4 If a cancellation occurs, a transfer within the Campaigns of one Group Participant (and thus not between different Group Participants) is permitted.
- 26.5 Depending on the chosen Purchase Type, the Other Party may continue optimizing even after cancellation. Optimizing involves making both debit and credit entries.
- 26.6 If the cancellation results from Talpa rejecting a

Commercial for technical reasons or if there are objections to the content of a Commercial (e.g. following a ruling of the Dutch Advertising Code Authority), the cancellation provisions will also apply.

- 26.7 The cancellation provisions do not apply if the Campaign Budget TV Spot is withdrawn before Talpa allocates the requested TV Spot on the basis of the first round of requests.
- 26.8 In so far as the Agreement between Talpa and the Other Party relates to TV Billboarding, in the event of (partial) cancellation, Talpa is entitled to charge the Other Party the following cancellation fee with respect to the portion of the Agreement that has not been executed yet:
- 100 % of the reserved Campaign Budget, if the cancellation occurs within the one-week period before the broadcasting date of the first TV Billboard;
 - 75 % of the reserved Campaign Budget, if the cancellation occurs within the two-week period before the broadcasting date of the first TV Billboard;
 - 50 % of the reserved Campaign Budget, if the cancellation occurs within the four-week period before the broadcasting date of the first TV Billboard;
 - 25% of the reserved Campaign Budget, if the cancellation occurs within the six-week period before the broadcasting date of the first TV Billboard.

Shifts are regarded as a cancellation and invoiced as such.

27. PURCHASE OPTIONS TV SPOT

- 27.1 General preconditions for Purchase Options TV Spot:
- All Purchase Options are subject to availability.
 - Purchases are restricted to one target group per month for each Campaign/product.
 - When classifying Commercial Broadcasting Time, Talpa reserves the right to give preference to requests with a higher price index over requests with a lower price index, and to replace Commercial Broadcasting Time that has already been allocated with a lower price index, for which purpose a replacement place can then be allocated. If the latter allocation turns out to be impossible, Talpa reserves the right to let all or part of the request that has already been allocated expire.
 - If Fixed Budget purchases and Quantitative purchases are used for the same product in the same month, overscores and underscores will be set off against each other.
 - If the budget of a Purchase Type is reduced during the term of the Annual Agreement, the Purchase Type will be paid on the basis of the actual GRPs achieved. If Spots are still booked on days that have already been closed, these GRPs will also be charged.
 - Talpa is entitled to optimize all impending overscores and underscores for all Purchase Types. Talpa's forecasts are taken as the starting point at all times.
 - As stipulated in the Annual Agreement, paid preferred positions take precedence over unpaid preferred positions.
 - Talpa shall endeavor to implement the allocation

of the preferred positions as set out in the Annual Agreement and take the Other Party's wishes into account for this purpose.

- The indicative channel allocation may be adjusted during the year.

27.2 Qualitative purchase

27.2.1 General preconditions for Qualitative purchases:

- The desired blocks for all 'fixed' purchases are selective on the core index and extra blocks must be indicated in the request so Talpa can grant it in the best possible way. At least 150% of the desired number of GRPs per request must therefore be requested. Failure to comply with this rule means that the request cannot be processed. Talpa shall ask the purchaser to adjust the request within 24 hours. If Talpa does not receive the adjusted request within 24 hours of its notice, it can no longer be considered with the initial request.
- Until two business days before the relevant broadcast, Talpa is entitled – if applicable, in consultation with the Agency – to convert random blocks into selective blocks. If the conversion is not made, Talpa will be entitled to cancel and debit the random block. In this case, the cancellation provisions of Article 26 will apply in full.
- If the term of the Fixed Budget request is shorter than Talpa's published minimum seven-day term, a 4% surcharge will apply. The term of the Campaign must be at least three (3) days in any event.

27.2.2 Ident Spots

An Ident Spot consists of the channel ident, the tailor-made isolated spot (five seconds) and a Commercial as from five seconds. Index correction applies to the total length of the isolated spot and the Commercial.

Ident Spots may only be requested in the form of Fixed Budget. The applicable index depends on the form in which they are broadcast. The index includes both the preferred position surcharge and the Fixed Budget index.

Once allocated, Ident Spots cannot be cancelled or changed, unless the Campaign as a whole ceases to exist.

27.3 Quantitative purchase

27.3.1 General preconditions for quantitative purchase:

The following preconditions apply to GRP packages:

- Unless stipulated otherwise, the purchase of Products other than Fixed Budget is possible up to 50% of the Campaign Budget TV Spot. A maximum of 50% of the relevant budget (i.e. 25% of the Campaign Budget) may be purchased in Non-Prime.
- A maximum of one package per month for each product and each defined time period may be purchased based on the Basic Price TV Spot stipulated in the Annual Agreement.
- The Promillage Package (after 9 p.m.) may be purchased only for Commercials for alcoholic drinks and their low-alcohol versions.

27.4 Other options

27.4.1 Multiproduct advertising

The Other Party may arrange for Spots to be broadcast in which its different products or services are displayed and/or mentioned during TV Spot that it has booked on one or more TV Channels only after Talpa has given its consent prior to the Campaign request. This must then involve the same brand or product line.

- 27.4.2 Non-core product advertising
A 10% surcharge applies to each product that the Other Party advertises which does not fall within the scope of its core business. An example of this would be a bank advertising a telecommunications product. The decision as to what constitutes a non-core product is made at Talpa's discretion.
- 27.4.3 Joint promotion and joint advertising
Purchasing a joint promotion or joint advertising is permitted only if Talpa has obtained written consent prior to the Campaign. The storyboard or Commercial must be available for assessment at the same time the request is made to Talpa.
- 27.4.4 Principal and secondary advertiser
While it is inspecting the Commercial, the identity of the principal advertiser and the party making the request for Commercial Broadcasting Time must be clear to Talpa. The distinction between principal and secondary advertiser can be inferred from the extent to which both Parties are present in the Commercial, the use of the corporate identities and recognizable music (look & feel). Joint promotion and joint advertising Campaigns may only be placed on the contract of the principal advertiser.
Retailers that advertise their product range do not pay any surcharge. However, it must be clear that the retailer is requesting the Commercial Broadcasting Time. The Commercial must therefore have the retailer's 'look & feel'.
- 27.5 Surcharge for joint promotion and joint advertising
Talpa decides whether a Commercial involves a joint promotion or joint advertising and whether the Other Party has to pay a surcharge. The surcharge for a joint promotion or joint advertising is 10%. The surcharge for Twin Spots is calculated on both the basic and remaining Spots. If the surcharge is levied, an extra competition code will be allocated to the product.
The Other Party must state in its request that it involves a joint promotion or joint advertising. If this is not stated and Talpa discovers during the course of the Campaign that it involves a joint promotion or joint advertising, the surcharge will be calculated with retroactive effect.
The surcharge will be charged if at least one of the following circumstances occurs:
- The logo of the secondary advertiser is displayed for longer than three seconds.
 - The logo of the secondary advertiser is prominently displayed.
 - The Commercial includes both a logo and spoken text of the secondary advertiser.
 - The corporate identity of the secondary advertiser is conspicuously displayed during the entire Commercial.
 - Recognizable music belonging to the secondary advertiser's corporate identity can be heard in the Commercial.

PART III: CONDITIONS RADIO SPOT AND RADIO BILLBOARDING

28. APPLICABILITY

- 28.1 This Part III of the General Terms and Conditions applies exclusively to the purchase of Radio Spot

and Radio Billboarding on the Radio Channels, whether or not as part of an Annual Agreement.

- 28.2 The sale of Radio Spot and Radio Billboarding on the Radio Channels is the responsibility of and is provided by One Media Sales B.V. (OMS). OMS is exclusively authorized by the Radio Channel to sell Radio Spot and Radio Billboarding on Radio Channels.
- 28.3 In addition to this Part III, Part I of these General Terms and Conditions also applies to the purchase of Radio Spot and Radio Billboarding on the Radio Channels. In the event of a conflict between Part I and this Part III, the provisions of this Part III will prevail, at least insofar as it concerns the purchase of Radio Spot and Radio Billboarding on the Radio Channels.
- 28.4 The provisions included in this Part III shall not apply to the purchase of TV Spot, TV Billboarding, Brand Partnerships and/or Digital Advertising.
29. RATES AND SURCHARGES
- 29.1 The Rates for the purchase of Radio Spot and Radio Billboarding on the Talpa Radio Channels are determined by Talpa. The Rates for the purchase of Radio Spot and Radio Billboarding on the Partner Radio Channels are determined by the relevant Partners.
- 29.2 All Rates for Commercial Broadcasting Time mentioned on the OMS rate card are gross Rates.
- 29.3 OMS is entitled to charge, on behalf of a Radio Channel, a surcharge to be published or to be agreed on a later date for:
- a) a preferred position that is requested for a Radio Commercial a roadblock;
 - b) multiple Spots;
 - c) Commercials that are recorded live;
 - d) advertisements other than Commercials;
 - e) mentions of several products and/or advertisers in one Commercial;
 - f) all other advertisements to be determined by the relevant Radio Channel.
- 29.4 As of 1 May 2023, the Provisional Basic Price for Radio Spot for all Other Parties with whom no Annual Agreement has yet been concluded will be increased by 5%.
30. BOOKING OF RADIO SPOT
- 30.1 The broadcasting schedules for the booking of Radio Spot, sent by OMS on request, become binding two working days after they have been sent to the Other Party or once they have been signed by the Other Party. OMS is entitled to deviate from the application for booking of Radio Spot mentioned in the broadcasting schedule within a reasonable margin within the same hour.
- 30.2 The Other Party is only entitled to change the booked broadcasting times in writing and five working days at the latest before the broadcast, and only and exclusively if another alternative broadcasting time is available. The cancellation provisions of Article 32 are applicable to this.
- 30.3 Last-minute bookings are possible up until the day of the transmission if the requested Radio Spot and the broadcasting material are available, advertising monitoring can take place, and after a signed quote has been received (by e-mail).

31. TRANSMISSION OF RADIO SPOT AND RADIO BILLBOARDING
- 31.1 OMS determines the distribution of the Commercials and Radio Billboards on the Radio Channel(s), the time periods and the days.
- 31.2 OMS is responsible for a proportional distribution of the Commercials and Radio Billboards across the time periods and days. The Other Party cannot exercise any control over this within the packages.
- 31.3 If, at the end of the contract period, it becomes apparent that there has been an underscore with regard to the supplied Radio Spot, the credit balance resulting from this can be used until 30 April 2023 (this in connection with listening figures that will be made known in February 2023). OMS determines the distribution of the Commercials across the Radio Channels, time periods and days.
- 31.4 Compensation with regard to Radio Spot will always and exclusively be paid in Radio Spot. If the compensation credit at the end of the contract period is more than € 15,000 or more than 5% of the Annual Budget Radio Spot, OMS will refund this to the Other Party.
- 31.5 If necessary, OMS may increase or decrease the spot pressure in a flight in order to perform the annual GRP agreements.
32. CANCELLATION
- 32.1 If the Other Party cancels the booked Radio Spot Campaign, it will owe the Radio Channel(s) the following compensation:
- a) a cancellation fee of 5% of the amount involved for the cancelled part of the Agreement (cancelled Radio Spot Campaign Budget), provided the cancellation takes place more than five working days before the first broadcasting date to be cancelled; or
 - b) 100% of the Campaign Budget that falls within the first 5 days after cancellation and 5% of the rest of the Campaign Budget.
- 32.2 In the event of cancellation of a Radio Billboarding Campaign, OMS is entitled to charge the following cancellation fee for the part of the Agreement that has not yet been performed:
- a) 100% of the booked Campaign Budget, if cancellation occurs within one week before the broadcast date of the first Radio Billboard;
 - b) 75% of the booked Campaign Budget, if cancellation occurs within two weeks before the broadcast date of the first Radio Billboard;
 - c) 50% of the booked Campaign Budget, if cancellation occurs within four weeks before the broadcast date of the first Radio Billboard;
 - d) 25% of the booked Campaign Budget, if cancellation occurs within six weeks before the broadcast date of the first Radio Billboard.
- 32.3 The relevant Radio Channel will invoice the cancellation costs to the Other Party or the Agency. Cancellation costs must be paid by the Other Party or, if invoiced to the Agency, by the Agency to the relevant Radio Channel within 30 days of the invoice date, unless a different term is stated on the invoice.
- 32.4 OMS is entitled to use the broadcasting time that has become available as a result of the cancellation at its own discretion.
- 32.5 No discount is granted on cancellation fees.

33. COMMERCIALS
- 33.1 Commercials that are multiples of five seconds in length are accepted. If the stipulated length in seconds is exceeded, the next highest length is taken.
- 33.2 Every Commercial submitted, regardless of whether it contains music, must be accompanied by a fully completed 'form accompanying a radio commercial' intended for BUMA/STEMRA (Dutch Performance Rights Organisation). If this form is not provided, the Other Party will be deemed to have fully indemnified OMS and the Radio Channel with respect to any claims from BUMA/STEMRA and/or individual authors and publishers.
- 33.3 Commercials as well as support forms from BUMA/STEMRA must be submitted to OMS no later than 2 working days before the first broadcast date and must comply with OMS's Delivery Specifications.
- 33.4 If it has been agreed that the Commercials will be repeated, OMS and/or the Radio Channel may require that the accompanying music is supplied each time again in connection with the obligation laid down in Section 17b of the Dutch Copyright Act (*Auteurswet*).
- 33.5 If the broadcasting material is not supplied according to the standards mentioned, OMS and/or the Radio Channel reserve the right to suspend the scheduled transmission or to go ahead with the transmission as they see fit, without prejudice to the obligation that the Other Party has to pay the agreed Compensation and any additional costs promptly.
- 33.6 The Other Party is not permitted to broadcast Commercials in the Commercial Broadcasting Time that it is entitled to, related to other products and services that it requested as stated on the broadcasting schedule, unless it has prior written permission from OMS.
34. ASSESSING COMMERCIALS AND RADIO BILLBOARDS
- 34.1 Commercials and Radio Billboards are checked by OMS against the regulations referred to in Article 9. A Commercial or Radio Billboard may not be broadcast without OMS's approval. OMS is entitled to request changes to the Commercial and the Radio Billboard respectively.
- 34.2 At the request of the Other Party, OMS may provide advice on the basis of texts, demo recordings or other components with regard to the content and delivery of a Commercial or Radio Billboard. It is advisable to obtain this advice in good time if there are reasonable doubts about the admissibility of the content of a Commercial, Radio Billboard and/or the delivery thereof. However, the Other Party cannot exercise any rights on the basis of the advice and/or guidance provided by OMS and shall at all times be responsible for ensuring that the Commercial or the Radio Billboard respectively complies with the regulations referred to in Article 9 and the Delivery Specifications.
- 34.3 The check referred to in Article 34.1 also concern the broadcasting time (i.e. length) of the Commercial and the Radio Billboard respectively. If the broadcasting time is exceeded, the Radio Station is entitled to invoice for the additional length, in accordance with the provisions of Article 33.1, on the basis of the Rate mentioned on the applicable rate card.
35. INVOICING
- 35.1 The Fee due will be invoiced by the relevant Radio Channel.

- 35.2 Unless a different term is stated on the invoice, the Other Party will pay all amounts owed by it within thirty (30) days of the invoice date.
- 35.3 The Other Party is not entitled to suspend any payment obligations or other obligations.
- 35.4 After the term referred to in article 35.2 has expired, the Other Party will be in default and will owe the Radio Channel interest at the statutory interest rate increased by 2%.
- 35.5 If the Other Party is in default or fails in any other way to fulfil one or more of its obligations under the Agreement, all reasonable costs incurred in obtaining settlement out of court will be for its account. In any case, the Other Party will owe:
- 15% on the first € 2,500
 - 14% on the excess up to € 5,000
 - 10% on the excess up to € 12,500
 - 6% on the excess up to € 50,000
 - 5% on the excess up to € 100,000
 - 4% on the excess
- 35.6 If the Radio Channel can demonstrate that it has incurred higher costs that were reasonably necessary, these will also qualify for reimbursement.
- 35.7 OMS may, on behalf of the Radio Channel, at any time, if it deems this desirable or necessary, request advance payment or security to be determined by OMS.
- 35.8 Dissolution of the Agreement between OMS and the Other Party for whatever reason shall have no consequences for the Other Party's payment obligations that have already arisen vis-à-vis the Radio Channel.
36. LIABILITY
- 36.1 OMS and the Radio Channel do not accept any liability with regard to the quality of the broadcast of a Commercial or with regard to the production process and the quality of a Commercial that has been produced by a third party on behalf of the Other Party through the mediation of OMS or the Radio Channel.
- 36.2 If, as a consequence of human or technical failures, a Commercial cannot be broadcast at the time originally agreed, taking into account a reasonable margin, OMS and/or the Radio Channel will endeavour to broadcast the Commercial at another time for which a similar Rate applies, without being obliged to pay compensation for any damages arising from the changed timing, and while respecting the rights of third parties.
- 36.3 If third parties claim damages or demand that the broadcast be stopped, in or out of court, due to copyrights or neighbouring rights vested in them, or due to privacy issues or wrongful acts, the Other Party will grant full indemnity to both OMS and the Radio Channel against all damages and expenses. Furthermore, both OMS and the Radio Channel have the discretionary power to resolve third-party claims out of court through a settlement for any reasonable fee, which the Other Party is obliged to pay. The Other Party is also obliged to pay all reasonable costs arising from or related to legal proceedings instituted by a third party against OMS, and for which OMS is entitled to ask the Other Party for advance funding or financial security, which the Other Party is obliged to provide immediately on request.

PART IV: CONDITIONS BRAND PARTNERSHIPS

37. CONTENT

- 37.1 In the event that, in connection with a Brand Partnerships Campaign, Content is created and/or produced by or by order of Talpa, for which the other Party must deliver (Advertising)material, the Other Party shall deliver such material in accordance with Talpa's directions and deadlines. Article 7 applies equally to the Advertising Material delivered by the Other Party.
- 37.2 Talpa is entitled to engage third parties in connection with the production of the Content. Talpa remains responsible towards the Other Party for the fulfilment of its obligations from the Agreement.
- 37.3 If and insofar the planning of the project so permits, the production of the Content includes one correction round as well as a check of the corrections executed. If the Other Party desires an extra correction round, an additional offer will be submitted to the Other Party for approval.
- 37.4 If deemed necessary for the purpose of adhering to applicable laws and regulations, including the Dutch Media Act (*Mediawet*) and the Advertising Code (*Nederlandse Reclame Code*), Talpa is entitled to modify the Content. Talpa is not liable for any costs and/or damage incurred by the Other Party in connection herewith.
- 37.5 All Content created and/or produced remains the exclusive property of Talpa, its Partner(s) or its licensors.
- 37.6 All creative ideas and concepts developed by Talpa remain the full property of Talpa.
- 37.7 Talpa shall keep the Content for a term of two years after delivery, inter alia for the purpose of eventual re-edits.
- 37.8 If and insofar as applicable a Production Fee includes compensation for the cast, voice-over and/or composed audio used for the production of the Content, for a period of twelve months after the first publication of the Content. Without prejudice to article 13.2 the Other Party owes Talpa an additional buy-out fee for publication of the Content after expiry of the aforementioned buy-out term and/or for publication via other platforms than agreed.
- 37.9 Insofar as required, the Other Party gives Talpa permission for an unlimited period to use its trademark rights in connection with the Content to be produced in connection with a Brand Partnerships Campaign. The Other Party can only revoke its permission for serious reasons, which is exclusively at Talpa's discretion.
38. GIVEAWAYS
- 38.1 In the event that, in connection with a Brand Partnerships Campaign, Talpa or a Partner offers a giveaway which is sponsored by the Other Party and which qualifies as a promotional game of chance (*promotioneel kansspel*), Talpa or the Partner respectively will adhere to applicable laws and regulations, including the Code of Conduct applicable to Promotional Games of Chance (*Gedragscode Promotionele Kansspelen*).
- 38.2 In the event that the Other Party delivers the prizes for the giveaway, the Other Party shall be fully responsible for the timely and correct fulfilment of the distribution of the prizes to the winners. Any possible taxes and the eventual tax on games of chance and the non-deductible input VAT in connection with the game of

chance are for the Other Party's account. Unless agreed otherwise, Talpa will take care for the actual payment of the tax on games of chance due.

38.3 With respect to any personal data obtained by Talpa in connection with a giveaway, Talpa qualifies as data controller. Such data will not be provided to the Other Party, with the exception of the data of such participants, which have given consent to the reception of electronic messages of the Other Party, by means of an opt-in, approved by Talpa. After receipt of the data, the Other Party is responsible for compliance with applicable laws and regulations with respect to the use of such personal data.

38.4 This Article 38 is not applicable to giveaways via Partner Social Channels.

39. SHIFTS

39.1 The commencement of a Brand Partnerships Campaign can change in connection with late delivery of the (Advertising)materials, which may, in mutual consultation, lead to a different distribution of the media pressure in the remainder of the Campaign period.

40. PROGRAMME PARTICIPATION

40.1 The Other Party participates in a Programme by providing a financial or other contribution towards the creation or purchase of the Programme and/or by means of a (financial) payment for product placement in the Programme, in accordance with the Agreement.

40.2 The Other Party's products, services or trademarks may be mentioned or shown during the Programme in accordance with the applicable laws and regulations regarding sponsoring, product placement and (surreptitious) advertising. The Programme's editors decide, in consultation with the Other Party and Talpa, how these are to be specifically incorporated in the Programme. The specific incorporation will be agreed between Talpa and the Other Party, whereby Talpa has the final say.

40.3 An announcement will be made to inform the public that the Programme has been sponsored or contains product placement, subject to the applicable legislation.

40.4 Talpa can outsource the production and editing of a Programme to a producer, who is primarily responsible for the creative content and quality of the Programme. The final editing of the Programme remains at all times with the Programme management of Talpa.

40.5 Talpa is entitled to alter the broadcasting schedule at all times. No rights can therefore be derived from the schedule.

40.6 If the Programme is cancelled or discontinued, for whatever reason, the Talpa and the Other Party shall consult in all reasonableness on alternative programme/advertising options that Talpa can offer the Other Party. The Other Party shall in no case be entitled to any compensation of its incurred costs or loss in connection with the (intermediate) discontinuation of the Programme.

40.7 If reference is made from the Programme to a programme site or social media page, Talpa holds the rights to this site or page.

41. USE BY THE OTHER PARTY

41.1 Without Talpa's prior explicit consent, the Other Party is not entitled to publish the Content produced by or on behalf of Talpa (including the Programme and social posts) or parts thereof (such as stills and promo's) via its own (social media) platforms or third party (social media) platforms, other than by means of embedding or reposting such Content. Commercial exploitation of the Content or the use of the Content or parts thereof for other purposes such as printed media, point of sale material or Billboards is not allowed.

41.2 Reposts from social media posts by the Other Party may remain, provided that they will not be activated and will organically disappear to the bottom of the webpage.

41.3 For any extension of the agreed rights of use of the Content, the Other Party is required to obtain Talpa's prior written consent. Talpa is entitled to impose conditions to its consent, such as the payment of an (additional) fee by the Other Party. Talpa is not required to give its consent. In so far as applicable, Talpa shall have to discuss the required permission with the relevant third parties and may be dependent on the permission of such third parties.

41.4 The Participant may not use in whatsoever way the name, voice and/or image of the persons appearing in the Content, such as the presenter of a Programme or an influencer, unless Talpa is entitled to impose additional conditions to its consent.

41.5 Until one year after the end of the Campaign the Other Party is not allowed to make agreements with the influencer(s) that are involved in the Campaign without intervention from Talpa for the promotion of products and/or services of the Other Party via social media or otherwise.

41.6 The Other Party may not use the names, logos or trademarks belonging to Talpa, the producer or third parties in whatsoever way, without the prior written consent of Talpa and, where applicable, the Producer or other third parties involved.

42. CANCELLATION

42.1 In so far as the Agreement between Talpa and the Other Party relates to a Brand Partnerships Campaign and if the Other Party cancels the Agreement within thirty (30) days before the start of the production, the Other Party owes Talpa 100% of the Media Fee due for the relevant Brand Partnerships Campaign, unless agreed otherwise in writing. This Article 42.2 is only applicable to Billboards which are broadcast as part of a Brand Partnerships Campaign.

42.2 In so far as the Agreement between Talpa and the Other Party relates to Social Advertising other than as a part of a Brand Partnerships Campaign, Talpa will be entitled, in case of full or partial cancellation by the Other Party, to charge the following cancellation fee for the portion of the Agreement that has not yet been performed:

- a) if a Campaign is cancelled more than 10 working days before the start of the Campaign period: the services performed by Talpa and the influencer.
- b) if a Campaign is cancelled within 10 working days before the start of the Campaign period: 100% of the applicable Media Fee.

42.3 In case of cancellation, the Production Fee agreed must always be paid in full, even in the event of a force majeure at the Other Party's side.

PART V: CONDITIONS DIGITAL ADVERTISING

43. CLASSIFICATION

- 43.1 The amount of impressions delivered will be determined on the basis of the results of measurement provided by Talpa's ad management systems. In the event of deviations of more than 10% between Talpa's ad management system and the ad management system of the Other Party, the parties will consult with each other.
- 43.2 Unless agreed otherwise in the Agreement, the Advertisement will, within the Campaign, be spread to Talpa's discretion over the websites, channels and/or apps within the Network, and be used on all relevant devices (desktop, mobile, Smart TV).
- 43.3 Unless agreed explicitly otherwise, the agreed amount of impressions is based on a forecast and subject to availability. In the event that the forecast mentioned is not realized on the agreed websites and/or during the Campaign period, Talpa is entitled to, in consultation with the Other Party, prolongate the Campaign or to deliver the Advertisements on other websites or positions.
- 43.4 If Talpa and the Other Party have agreed a guaranteed amount of impressions, Talpa will extend the Agreement until the guaranteed amount of impressions has been realized, unless the Parties agree otherwise. Extension of the Agreement must be accomplished within 3 months after the end of the relevant Campaign, in the absence whereof the right to extension will lapse automatically.

44. OBLIGATIONS OF THE OTHER PARTY

- 44.1 The Other Party warrants that the Advertising Material delivered does not contain any viruses or comparable software programs or could contain the same (whether added by a third party without the Other Party's knowledge or not), which may harm the de operation of the Network, the computers and/or third party software.
- 44.2 The Other Party shall continuously monitor the operation of the Advertisement and directly report eventual defects to Talpa in writing. By lack thereof, the Other Party is deemed to have accepted the delivery of the Campaign without any reservation. In the event that the Other Party reports a defect in the publication of an Advertisement to Talpa, Talpa endeavours to fix the defect as soon as possible.
- 44.3 The Other Party warrants that it will take appropriate technical and organizational measures to secure or have secured the systems used in connection with the Agreement (including an ad server and demand side platform). These measures will offer an appropriate level of security, having regard to the state of the art and the cost of their implementation.

45. DISPLAY AND AVAILABILITY

- 45.1 Talpa cannot guarantee that the display of the Advertisement on the Network constitutes an exact reproduction of the Advertising Material delivered.
- 45.2 Talpa cannot guarantee the (continuous) availability, security and appropriateness of the Advertisement.
- 45.3 Talpa reserves the right to block or temporarily stop the operation of a website or app for maintenance,

adjustment or improvement, without prior notice, or to amend, extend, delete or otherwise modify websites, channels and/or apps. Talpa is not liable for any possible damage incurred by the Other Party as a consequence hereof.

46. COOKIES AND TRACKING

- 46.1 If and insofar the Other Party uses Cookies, the Other Party, its client(s) and/or third parties engaged by it, guarantee to adhere both to applicable laws and regulations, including (but not limited to) the Dutch Telecommunications Act (Telecommunicatiewet), the GDPR (AVG) and the GDPR Implementation Act (JAVG), and to the content of this Article 46.
- 46.2 The use of Cookies by the Other Party in an Advertisement which has been purchased manually, is exclusively permitted for the display of the Advertisement and for the anonymous measurement of the performance of the Advertisement (such as the amount of views, clicks, reach and conversion rate of the Campaign). The Other Party is explicitly prohibited to collect data, including personal data, from the Network or its users via Cookies or to use the same for tracking, profiling, (re)targeting and/or for its own purposes.
- 46.3 The use of Cookies by the Other Party in an Advertisement via programmatic buying, is exclusively permitted after the Other Party has received a permission signal via Talpa's consent management platform (CMP) (or its publishing Partner within the Talpa TV Network) or via an online bid request. The Other Party shall only process personal data for the purpose requiring consent, after having received the required permission signal. the Other Party is not entitled to use Cookies or to process personal data without consent, unless the Other Party has another legal basis to do so. The Other Party agrees to adhere to the Transparency & Consent Framework of the Interactive Advertising Bureau (the "IAB Framework").
- 46.4 Without prejudice to the foregoing, the Other Party is not entitled to use or have used fingerprinting and/or comparable techniques for the collection of information, the or storage of information in or the access to information in the peripheral equipment of users of the Network.
- 46.5 Talpa is entitled to verify or have verified the adherence to this Article 46 by the Other Party at all times. The Other Party shall, also on behalf of its client(s) and/or any third parties engaged by it, fully cooperate with Talpa in meeting Talpa's request. Talpa will bear the costs of such verification, unless the Other Party appears to have breached this Article 46.

47. CANCELLATION

- 47.1 In so far as the Agreement between Talpa and the Other Party relates to Digital Advertising, Talpa will be entitled, in case of full or partial cancellation by the Other Party, to charge the following cancellation fee for the portion of the Agreement that has not yet been performed:
- a) 100% of the amount for the cancelled Media Space if the cancellation occurs within one (1) business day before the first publication date;
 - b) 50% of the amount for the cancelled Media Space if the cancellation occurs within one (1) week before the first publication date
 - c) if the cancellation occurs within 2 weeks before the

first publication date, 25% of the cancelled of the originally accepted Campaign Budget will be charged.

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