

## GENERAL ADVERTISING TERMS AND CONDITIONS LINDA. 2024

### 1. DEFINITIONS

In these General Advertising Terms and Conditions, the following capitalised terms have the following meanings:

- 1. “Additional Proposition”:** commercial supplement in or accompanying a magazine published by LINDA.;
- 2. “Advertiser”:** the natural or legal person who concludes a contract with LINDA., either directly or through a Media Agency. Where appropriate, the term ‘Advertiser’ will also be deemed to include a natural or legal person acting directly or indirectly on behalf of that natural or legal person;
- 3. “Advertisement”:** any (commercial or promotional) expression in support of a product or service of the Advertiser, including (but not limited to) brand partnerships expressions, online video advertisement and social advertising;
- 4. “Advertising Material”:** the Advertisement provided by the Advertiser or any material that is used to compose an Advertisement (including Additional Propositions);
- 5. “Advertorial”:** advertisement or advertising message of an editorial and commercial nature;
- 6. “General Advertising Terms and Conditions”:** these general advertising terms and conditions which apply to all Contracts and/or other legal relationships between LINDA. and the Advertiser;
- 7. “Closing Date”:** the latest date on which LINDA. will still accept the Advertiser’s reservations for specific Services to be provided or by which Options can still be confirmed;
- 8. “Content”:** all content created and/or produced by or on behalf of LINDA. including, but not limited to, concepts, formats, Advertisements, programmes, characters and audio and social media posts, including all the raw material.
- 9. “Contract”:** any contract between LINDA. and the Advertiser, irrespective of its form, which concerns the purchase of Services;
- 10. “Cookie”:** cookie(s), web beacon(s), as well as any other technology or process by means of which access is/can be obtained via electronic communication networks to data stored in the devices of visitor(s) to the Website(s) and/or website(s) forming part of the 3rd Party Network or data which may be stored on/in the devices of visitor(s) to the Website(s) and/or website(s) forming part of the 3rd Party Network.
- 11. “Digital Services”:** the digital services to be provided by LINDA., including in any case offering mobile and online advertising space on the LINDA.platform or on the 3rd Party Network, offering the possibility to sponsor or participate in or parts of the LINDA.platform, developing sponsoring and advertising campaigns, generating visits to certain websites or other media via a (mobile) Website;
- 12. “LINDA.”:** Mood for Magazines B.V., having its registered office at (1217 SC) Hilversum, Bergweg 70, registered in the Chamber of Commerce under number 33277855.
- 13. “LINDA.platform”:** LINDA.’s own website(s), app(s)

and social media channels.

- 14. “Magazine”:** the print magazines published by LINDA., which include in any case LINDA., LINDA. MEIDEN and LINDA.LOVES;
- 15. “Media Agency”:** the natural or legal person that enters into a Contract with LINDA. on a professional or business basis by virtue of a mandate or power of attorney from an Advertiser and as such also accepts the applicability of these General Advertising Terms and Conditions for itself;
- 16. “Offer”:** any form of offer made by or on behalf of LINDA. including but not limited to quotations, quotes, rates and proposals;
- 17. “Option”:** the confirmed intention of the Advertiser to purchase Services;
- 18. “Parties”:** The Advertiser and LINDA. together;
- 19. “Programme”:** an (audio)visual product that is clearly defined and identifiable as such, is published on the LINDA.platform;
- 20. “Services”:** the services to be provided by LINDA. to the Advertiser on the basis of the Contract. Services are in any case understood to include but are not limited to: the reproduction and/or publication of an Advertisement or other promotional expression in a Magazine, on a Website or via another medium of LINDA., or a medium whereby LINDA. is entitled to provide the relevant Services via that medium, including placing links to other websites or other medium on a Website, developing sponsorship and advertising campaigns, generating visits to certain websites or other medium via a Website, a magazine or other medium, and the sponsorship of events organised by LINDA.;
- 21. “Submission Date”:** the latest date on which LINDA. will accept any print-ready material from the Advertiser for a specific advertisement placement;
- 22. “Website”:** a website, mobile website, application, white label version of a (mobile) website or application or other digital medium that LINDA. owns and/or operates;
- 23. “3rd Party Network”:** the websites of third parties that are affiliated to LINDA.’s advertising network, on the basis of which LINDA. can offer Services via the websites of these third parties.

### 2. APPLICABILITY AND AMENDMENTS

**2.1** These General Advertising Terms and Conditions apply to, and form an integral part of, all Offers, Contracts, orders for placing Advertisements (also insofar as available in electronic form), confirmations, declarations of intent, Additional Propositions and other work and Services, between LINDA. and the Advertiser, as well as the manner of their formation and their performance. The General Advertising Terms and Conditions are available on <https://www.linda.nl/adverteren/>.

**2.2** LINDA. has the right to unilaterally amend these General Advertising Terms and Conditions. The amended version of these General Advertising Terms and Conditions will take effect on the date of its publication and applies to all current and new Contracts at that time, unless expressly agreed otherwise.

**2.3** The Services form an integral part of these General Advertising Terms and Conditions. LINDA. is at all times entitled to change the range of Services and the Services themselves. The Services in force at the (intended) time of publication of the Advertisement will apply.

**2.4** Any derogations from these General Advertising Terms and Conditions are only valid insofar as they have been expressly agreed upon in advance and in writing between LINDA. and the Advertiser and only apply to the amended provisions of the relevant Contract.

**2.5** LINDA. hereby rejects the applicability of any purchasing or other general terms and conditions of the Advertiser or any third party.

**2.6** In case of conflict between the provisions of these General Advertising Terms and Conditions and the Contract and/or other conditions referred to in these General Advertising Terms and Conditions, the provisions of the Contract prevail over the General Advertising Terms and Conditions, which in turn prevails over any other conditions that have been declared applicable.

**2.7** If any provision of these General Advertising Terms and Conditions are, wholly or partially, in violation of the law, the remaining provisions of these General Advertising Terms and Conditions will remain in force, whereby LINDA., in consultation with the Advertiser, will agree a new provision, whereby the purpose and intent of the invalid, null and void provision or terminated provision will be taken into account as much as possible.

**2.8** In the event of any conflict, inconsistency and/or derogation between the Dutch and English texts of the General Advertising Terms and Conditions, the Dutch text prevails.

### **3. THE MEDIA AGENCY**

**3.1** If a third party – which explicitly includes advertising agencies and Media Agencies – concludes a Contract with LINDA. for or on behalf of an Advertiser and/or is involved in the conclusion of a Contract with LINDA., that third party must assure LINDA. that the Advertiser accepts the applicability of these General Advertising Terms and Conditions.

**3.2** The third party referred to in paragraph 1 of this article is jointly and severally liable vis-à-vis LINDA. alongside the Advertiser on behalf of which it is acting, for compliance with the obligations arising from the Contract concluded with LINDA., which explicitly includes all payment obligations.

**3.3** LINDA. will only accept a Contract concluded through the intermediary services of a third party – including an advertising agency and/or Media Agency – in the name of and for the account of the Advertiser that instructed the third party to act on its behalf, if the Advertiser becomes a party to the Contract to be concluded with LINDA. Any such Contracts must specify the name of the Advertiser and LINDA. is entitled to demand that proper proof is provided of the instructions given by the Advertiser; the way in which such proof is provided is at LINDA.'s discretion. If the Advertiser denies that the third party has a mandate to conclude contracts with LINDA. or the third party was not authorised to conclude contracts with LINDA. for any other

reason, the third party will be deemed to have acted in its own name and for its own account.

### **4. OFFER, FORMATION, DURATION AND TERMINATION**

**4.1** Every Offer made by LINDA., by any means and in any form, before the formation of a Contract always constitutes a non-binding offer and is always subject to change and/or availability of the Services and subject to changes in the organization structure, for whatever reason.

**4.2** Each Contract is formed subject to the suspensive condition of LINDA.'s acceptance of the Advertiser.

**4.3** At the Advertiser's request, LINDA. can provide a written quotation for the provision of Services. The quotation will be valid for the period stated in the quotation. If the period of validity is not included in the quotation, the quotation will be valid for fourteen (14) days.

**4.4** The Contract is formed by means of the Advertiser's written acceptance (including by email) of a written (including by email) Offer made by LINDA. or by means of LINDA.'s effective performance of an order placed by the Advertiser.

**4.5** At the request of the Advertiser, LINDA. can grant an Option for the provision of a Service. LINDA. is at all times entitled to cancel granted Options without giving reasons. Furthermore, if the Option relates to the provision of Services other than Digital Services, Options granted but not exercised by the Advertiser expire on the Closing Date at the latest. With regard to Digital Services, the Option will in any case expire at least five (5) working days before the intended start date of the campaign to which the Option relates.

**4.6** Unless expressly stated otherwise in the Contract, the contract period starts on the date of placing the first Advertisement purchased under the Contract. If the first Advertisement has not been placed within six (6) months of concluding the Contract, the Contract will be deemed to have started on the day on which these six (6) months have expired.

**4.7** If a Contract cannot be completed within the contract period, the Advertiser can submit a written request to LINDA. before the end of the contract period to ask for an extension of the contract period of a maximum of six (6) months in order to place the remainder. If LINDA. agrees to such an extension, the most recent conditions regarding rates will apply for that period. If, after the contractual period or the extension has ended, the Advertiser has placed fewer Advertisements than has been agreed, the Advertiser's entitlement to placing Advertisements will lapse after the contractual period or the extension ends; however, the payment obligation for the remaining contractual advertising space will remain in force.

**4.8** If the Advertiser wishes to increase the advertising space at any time during the term of the Contract, the Advertiser can submit a written request to this effect to LINDA. The rate applicable to the increase will be the rate applied by LINDA. at the moment that the contract on increasing the advertising space is concluded.

**4.9** If the Advertiser does not wish to adhere to the agreed number of placements of Advertisements,

LINDA. will apply the rates in accordance with its rate cards, and the Advertiser will be required to pay for the Advertisements placed, or, in consultation, the costs for the earlier placed pages will be offset.

**4.10** Both Parties are entitled to terminate the Contract, extra-judicially, with immediate effect and without further notice being required in the event that:

- (a)** the other party is declared bankrupt;
- (b)** an application has been made for the other party's bankruptcy;
- (c)** the other party is granted a suspension of payments;
- (d)** an application for the suspension of payments has been made for the other party;
- (e)** the other party is dissolved or ceases its activities, which for LINDA. includes the cessation of one or more of its Magazines or the closing down of www.linda.nl (or any of its other LINDA. products or Services) in respect of which the Contract was concluded;
- (f)** the performance of the agreed Services or a part thereof is or threatens to be in conflict with applicable laws and regulations; and
- (g)** the other party fails to comply with one or more of the obligations under the Contract even after a reasonable period has been given to comply with its obligation(s).

**4.11** LINDA. has the right to terminate the Contract in writing with immediate effect, without giving reasons, if the Advertiser is not considered creditworthy by LINDA.

## 5. ADVERTISING MATERIAL

**5.1.** The Advertising Material, accompanied by the relevant Contract, must in any case be in the possession of LINDA. on the final Submission Date set by LINDA. LINDA. reserves the right to refuse to accept and/or place Advertising Material – including Additional Propositions – that has been received after the Submission Date, without prejudice to LINDA.'s right to compensation of the costs of placing the advertisement and without liability to pay any compensation to the Advertiser.

**5.2** The Advertiser is required to supply Advertising Material that meets LINDA.'s submission specifications, which sets out the technical requirements and submission procedure that must be met by the Advertising Material to be submitted. These submission specifications (for print Advertisements, Additional Propositions and digital advertisements) are available on request or can be downloaded from our website.

**5.3** LINDA. is at all times entitled to refuse to provide Services, such as the placement of material, in the event of technical objections or if LINDA. rejects the material on account of the content, nature, purport or form of the Advertising Material, if the Advertising Material does not comply with the conditions set out in the Contract, these General Advertising Terms and Conditions and specifications, if the publication of the Advertisement is in conflict with the interests of LINDA. or third parties, or in conflict with social values and standards, good taste and/or decency, any legal provision, as well as for reasons of principle or other serious reasons on the part of LINDA. In that case, LINDA. is not obliged to pay any compensation

to the Advertiser. Refusal to provide the Services on the basis of this article does not affect the Advertiser's obligation to pay LINDA. the production costs incurred and any placement costs for the material.

**5.4** LINDA. endeavours to provide the best possible reproduction of the Advertising Material submitted but is unable to guarantee an exact reproduction. The Advertiser should take into account the possibility of print and colour differences, and LINDA. cannot be held liable for this.

**5.5** Any complaints regarding the Advertisements and/or Additional Propositions related to such matters as the manner of reproduction and/or colour quality must be notified to LINDA. in writing within 25 days after the publication date of the Magazine. Where the Advertising Material for the advertisement placements are submitted to LINDA. after the Submission Date, and it is nevertheless possible for the Advertisement to be placed, LINDA. hereby explicitly excludes any claims concerning the manner of reproduction and/or the colour quality.

**5.6** LINDA. will handle lithographs, working drawings, transparencies, lay-outs and other material supplied by the Advertiser with customary care and attention. LINDA. does not accept any liability for damage resulting from the use or dispatch of this material, except in cases of gross negligence or culpability.

**5.7** If the Advertising Material is not submitted on time, all additional costs and transportation costs incurred by LINDA. and/or its suppliers will be for the account of the Advertiser.

**5.8** If the Advertising Material does not comply with LINDA.'s technical specifications, LINDA. is entitled (but not obliged) to alter the material, without consultation and at the Advertiser's expense. Furthermore, LINDA. has the right not to place the relevant Advertisement or to postpone and/or fully cancel the relevant Advertisement and charge the Advertiser for the entire amount due.

**5.9** The Advertiser cannot place – or arrange for the placement of – watermarks, digital watermarks or other hidden symbols in Advertisements/Advertising Material submitted to LINDA. by or on the Advertiser's behalf, unless LINDA.'s explicit written consent has been obtained.

**5.10** LINDA. stores the Advertiser's Advertising Material for at least one year from the Advertising Material's date of publication in LINDA.'s digital archive. Original data carriers such as CD-ROMs are not stored. LINDA. cannot be held liable for any loss of or damage to Advertising Material.

## 6. CONTENT

**6.1** If Content is created and/or produced by or on behalf of LINDA. for which the Advertiser must supply material or Advertising Material, this must be submitted in accordance with LINDA.'s instructions and deadlines.

**6.2** LINDA. is entitled to involve third parties in the production of Content. LINDA. remains responsible vis-à-vis the Advertiser for the performance of its obligations under the Contract.

**6.3** If and as far as the project planning allows for it, the production of Content includes one (1) round of corrections and a check on the corrections made. Any additional rounds of corrections required by the Advertiser

will be the subject of an additional quotation to be submitted to the Advertiser for approval.

**6.4** LINDA. is entitled to modify – or cause to be modified – Content, if it deems this necessary in order to comply with applicable laws and regulations, including the Dutch Media Act and the Dutch Advertising Code. LINDA. is not liable for any costs incurred and/or losses suffered by the Advertiser in this respect.

**6.5** All created and/or produced Content remains the property of LINDA. or its licensors.

**6.6** All creative ideas and concepts developed by LINDA. remain the property of LINDA.

**6.7** LINDA. will store the Content for a period of one (1) year after completion, for example for the purpose of possible re-edits.

**6.8** As far as required, the Advertiser grants LINDA. permission for an indefinite period of time to use its trademark rights for the benefit of the Content to be produced and made public by LINDA.

## 7. PROGRAMME PARTICIPATION

**7.1** The Advertiser participates in a Programme by providing a financial or other contribution for the benefit of creating the Programme and/or a (financial) consideration for product placement in the Programme, in accordance with the provisions of the Contract.

**7.2** Products, services or brands of the Advertiser may be mentioned or shown in the Programme, subject to applicable laws and regulations concerning sponsoring, product placement and advertising and surreptitious advertising. The specific usage will be determined in consultation between LINDA. and the Advertiser, whereby LINDA. has the final say.

**7.3** For the benefit of the general public, there will be mention of the fact that the Programme is sponsored or contains product placement, in accordance with the applicable laws and regulations.

**7.4** LINDA. may subcontract the production and editing of a Programme to a producer, who has primary responsibility for the creative interpretation and quality of the Programme. Final editing of the Programme is always the responsibility of LINDA.'s programme management.

**7.5** In the event that the Programme cannot take place or continue to take place for whatever reason, LINDA. and the Advertiser will consult with each other in all fairness about alternative (programme and/or advertising) options that LINDA. can offer the Advertiser. The Advertiser is in no way entitled to compensation for any costs or losses incurred as a result of the (premature) discontinuation of the Programme.

**7.6** Where the Programme refers to a programme website or social media page, LINDA. is the rightful owner of this site or page.

## 8. ADVERTISER'S USER RIGHTS

**8.1** Without the express prior consent of LINDA., the Advertiser is not permitted to publish or cause to be published any Content (including the Programme and social posts) or parts thereof (such as stills and promos)

produced by or on behalf of LINDA., other than by embedding or reposting such Content on their own (social) channels or the (social) channels of third parties. Commercial exploitation of the Content or use of (parts of) the Content for other applications, such as printed media, point of sale material or billboards is not permitted.

**8.2** Reposting by the Advertiser of social media posts is allowed, provided that such posts are not 'live' and organically disappear to the bottom of the web page. If the Advertiser wishes to extend the agreed-upon user rights of the Content, it needs to obtain LINDA.'s prior written consent. LINDA. is entitled to attach conditions to such consent, such as payment of a fee or additional fee by the Advertiser. LINDA. is under no obligation to grant its consent. If applicable, LINDA. will consult with any third party/parties involved and is in part dependent on such third party/parties to grant consent.

**8.3** The Advertiser is not permitted to use the name, voice and/or image of persons appearing in the Content in any way, including the presenter of a Programme or an influencer, without LINDA.'s prior written consent. LINDA. is entitled to attach additional conditions to such consent.

**8.4** For a period of one (1) year after the end of a campaign, the Advertiser is not permitted to contact the influencer(s) involved in the campaign directly without LINDA.'s involvement, in order to make arrangements for promoting the Advertiser's products and/or services via social media or otherwise.

**8.5** The Advertiser is not permitted to use any names, logos or brands belonging to LINDA., the producer or other parties involved, in any way whatsoever, without the prior written consent of LINDA. and, where appropriate, the prior written consent of the producer or other parties involved.

## 9. PLACEMENTS IN MAGAZINES

**9.1** LINDA. does not accept requests for special positions in the Magazines, unless explicitly agreed upon in writing.

**9.2** Advertisements in special colours, including gold and silver, are only possible upon request and only in exceptional cases. Separate rates apply to special colours.

**9.3** If the Advertiser cancels an order, reservation or Contract relating to a placement in the Magazines, LINDA. will apply the following charges:

- a.** 0% of the costs of placing the Advertisement, if the cancellation takes place 28 days or more prior to the closing date for bookings;
- b.** 25% of the costs of placing the Advertisement, if the cancellation takes place 21 to 28 days prior to the closing date for bookings;
- c.** 50% of the costs of placing the Advertisement, if the cancellation takes place 14 to 21 days prior to the closing date for bookings;
- d.** 100% of the costs of placing the Advertisement, in the case the cancellation takes place 13 days or less prior to the closing date for bookings as published by LINDA. on its online calendar <https://www.linda.nl/advertiser/>;
- e.** A cancellation fee of 25% of the costs of placing the Advertisement always applies when cancelling placements for which the placement date has not yet been determined.

**9.4** If the placement of an Advertisement, a specific special position or expression which requires LINDA. to incur additional costs due to specific requirements related to the printing process fails to go ahead in the two (2) weeks prior to the expiry of the cancellation period due to the Advertiser's actions, those additional costs must be met by the Advertiser.

## 10. DIGITAL SERVICES

**10.1** LINDA. has the right to approve or reject Digital Services in compliance with the criteria supplementing the existing requirements for all Services. The specifications for Digital Services can be found on <https://www.linda.nl/adverteren/>.

LINDA. has the right, at all times, to refuse to place the Advertisement if it does not meet the aforementioned specifications.

**10.2** The Advertiser guarantees that the digital material provided does not contain any viruses or comparable software programs, whether or not added by third parties without the Advertiser's knowledge, that could harm the operation of the services offered by LINDA., the internet or third-party computers and/or software.

**10.3** If and to the extent that, in using the Digital Services, the Advertiser uses Cookies, the Advertiser guarantees that it, as well as any other client(s) and third party/ parties it has engaged, comply with all relevant laws and regulations, including (but not limited to) the General Data Protection Regulation (GDPR), the Dutch Data Protection Implementation Act [Uitvoeringswet AVG] and the Dutch Telecommunications Act.

**10.4** The Digital Services are offered and provided by LINDA. without any guarantee of (uninterrupted) availability, security, suitability, absence of viruses, reliability or other guarantee. LINDA. is likewise unable to guarantee that the Advertisement shown on the LINDA.platform is an exact reproduction of the submitted Advertising Material.

**10.5** The agreed start date for the Digital Services is a target date. LINDA. reserves the right to postpone the performance of the Services due to unforeseen circumstances. In the event that LINDA. postpones the start date, the only compensation offered to the Advertiser will be the provision of the Digital Services by LINDA. for a period equal to the agreed period and/or provision of alternate Digital Services to the Advertiser, to be agreed between the Advertiser and LINDA.

**10.6** LINDA. reserves the right to block or deactivate a website or app or Digital Services without prior notice for the purpose of maintenance, amendments or improvement, or to update, extend, delete or otherwise modify websites or Apps. LINDA. is not liable for any losses incurred by the Advertiser as a result of this.

**10.7** If measuring systems are to be used to determine the fee for the digital Advertisement (for example to determine the number of clicks or leads), LINDA.'s measuring system will take precedence. According to the standards used in the industry, a difference of up to 10% in measured clicks and ad impressions is not considered uncommon. If the difference between the measured clicks

and ad impressions is greater than 10%, LINDA. and the Advertiser will jointly investigate the cause of these differences in order to resolve the issue. Until the cause of the measurement differences has been determined, LINDA.'s measurement results will take precedence in the determination of the fee.

**10.8** If the Advertiser cancels the Digital Services to be provided by LINDA., the Advertiser owes the following amounts: (a) all costs that LINDA. is already obliged to pay to one or more third parties at the time of cancellation by the Advertiser, if LINDA. has engaged third parties for the performance of the Services; and (b) a cancellation fee determined in accordance with the table below. Any overpayment by the Advertiser will be refunded by LINDA.

### Number of days between cancellation and start of agreed Digital Services

28 days or more

21 to 28 days

14 to 21 days

13 days or fewer

### Cancellation fee as a percentage of the agreed fee

0%

25%

50%

100%

A cancellation fee of 25% of the costs of placing the Advertisement always applies when cancelling placements for which the placement date has not yet been determined.

## 11. ADDITIONAL PROPOSITIONS

**11.1** The following provisions apply to Additional Propositions:

**a.** Additional Propositions are reviewed by LINDA. prior to placement and assessed for content, form and technical properties. LINDA. is entitled to refuse Additional Propositions at any time.

**b.** Additional Propositions are to be submitted in accordance with the (delivery) terms and conditions as set out by LINDA.

**b.** In general, the price for the Additional Propositions will be set in a quote. The price depends on a variety of factors, such as production costs, any surcharges and extra postage costs (e.g. for sealed packaging).

**c.** The Advertiser warrants that the Additional Propositions they submit will not cause any loss to the relevant Magazine. The Advertiser indemnifies LINDA. against such losses. Additional Propositions must never contain gases or hazardous substances, including substances that can cause internal or external injury.

**d.** A certain deviation of approx. 7 mm must be allowed in cases in which Additional Propositions are affixed. It is therefore not advisable to mark the location of the Additional Propositions in the draft Advertisement.

**e.** LINDA. cannot guarantee that Additional Propositions will be affixed or attached in the entire print run of the

magazines in question. Allowance must be made for the possibility of Additional Propositions not being properly affixed and/or attached in approximately 2% of the print run.

**f.** Although LINDA. endeavours to achieve the greatest possible precision in its print runs, it accepts no liability for any shortage or excess of sachets, samples and other Additional Propositions resulting from any change to the specified print run for the title(s) in question or for any resulting losses incurred by the Advertiser.

**g.** The Advertiser must provide ten (10) samples of the Additional Proposition to LINDA. no later than one (1) month before the closing date for bookings.

**11.2** The cancellation conditions for Additional Propositions are the same as the cancellation conditions for placements in the Magazines, unless explicitly stated otherwise.

## 12. RATES

**12.1** Every Contract is subject to the rates applied by LINDA. at the time of concluding the Contract with respect to the placement of Advertisements and/or other work and Services. All rates mentioned in the Contracts are listed in euros and are exclusive of VAT.

**12.2** The rates for Services (including Digital Services) can be found on the website <https://www.linda.nl/adverteren/>. If you wish to receive a free copy of the rates, please contact sales@linda.nl.

**12.3** LINDA. reserves the right to change the rates. If such a price change is also to be applied to the Advertisements pursuant to Contracts that have already been concluded, the Advertiser will be entitled to cancel the remainder of the Advertisements not yet placed without any additional payment.

## 13. PAYMENT & DISCOUNT

**13.1** Payments for the placement of submitted Advertisements and Additional Propositions must be made in advance, unless agreed otherwise with the Advertiser. All payments must be made within thirty (30) days of the date of the invoice, without discount, deduction or set-off. The Advertiser is not entitled to suspend any of its (payment) obligation.

**13.2** If payment is not made on time or in full, LINDA. will be entitled to suspend its Services. The Advertiser is in default by the mere expiry of a payment term or term for the performance of any other obligation, without formal notice being required. As from the day the default starts, the Advertiser is liable for 2% interest per month or part thereof on all overdue amounts and the Advertiser is obliged to fully reimburse LINDA. for its judicial and extra-judicial costs, including collection fees of 15% of the amount due, with a minimum of €115,-.

**13.3** All judicial and extra-judicial costs and lawyers' fees that LINDA. is required to incur for the collection of any amount due to LINDA. by the Advertiser arising from the Contract must be reimbursed to LINDA. by the Advertiser.

**13.4** If the Advertiser pays more than one invoice at once, it is obliged to submit an itemisation of the sum transferred. In the absence of such an itemisation, invoices will continue to be treated as unpaid in the accounts.

## 14. LIABILITY

**14.1** LINDA. is not liable for any losses resulting from any requests and communications (made orally, in writing or transmitted by any technical means) that have not been received by LINDA. or have not been received in a correct, complete or timely manner.

**14.2** LINDA. exercises the greatest possible care in its performance of Contracts, placing individual Advertisements, incorporating Additional Propositions as well as providing other work and services. In the event of an attributable failure to fulfil its obligations, LINDA. will only be liable if it can be accused of more than a slight degree of carelessness. If LINDA. is nevertheless liable for the non-performance or improper performance of a Contract, its liability will be restricted to direct losses and to an amount that is reasonably proportionate to and no higher than the amount payable for the Contract or the non-performance or improper performance part of the Contract, with a maximum of €5,000 (five thousand euros) per event or series of related events.

**14.3** LINDA. is never liable for indirect or consequential losses. Any deviating or further-reaching liability, particularly for indirect losses, is hereby explicitly excluded. Notwithstanding the foregoing, LINDA. is unable to accept any liability for the content of sachets or samples or other Additional Propositions that are fastened, affixed or attached to a Magazine.

**14.4** LINDA. is not liable for any loss or damage to Advertising Material supplied by the Advertiser or third parties.

**14.5** In the event of the Advertiser failing to comply or to comply in a proper or timely manner with one or more of the conditions contained in these General Advertising Terms and Conditions or conditions agreed with LINDA., the latter will be entitled – without prejudice to its entitlement to claim compensation or fulfilment – to suspend the performance of the Contract as long as the failure to comply with the obligations continues or to partly dissolve the Contract without being obliged to pay any compensation. If, when an order for Additional Propositions is being executed, such a failure to comply causes a loss to the Magazines or halts the production thereof, the resulting costs of this will be for the account of the Advertiser.

**14.6** The exclusions/limitations of liability as included in these General Advertising Terms and Conditions do not apply in cases of intent or gross negligence.

## 15. FORCE MAJEURE

**15.1** In addition to the provisions of Book 6 Article 75 of the Dutch Civil Code, a failure by one Party to comply with any obligation vis-à-vis the other Party cannot be attributed to that Party in the event of a circumstance that is outside the control of that Party, as a result of which the compliance with its obligations towards the other Party is wholly or partly prevented or as a result of which the compliance with its obligations cannot reasonably be required from the Party. For LINDA., these circumstances include, but are not limited to, non-performance by third

parties or suppliers it has engaged, industrial actions, boycotts or (potential) actions against, stagnation or other company problems at LINDA., a supplier or distributor, the temporary unavailability or inadequate availability of hardware, software and/or internet or other telecommunication connections, energy failures, computer viruses, strikes, work interruptions, measures by any public authority as well as the absence of any governmental permit or permission, terrorist acts, fire, extreme or unsuitable conditions or weather conditions, a cyber attack, epidemics or pandemics and forwarding problems at a distributor.

**15.2** If a situation as referred to in paragraph 1 arises as a result of which a party is unable to fulfil its obligations towards the other party, those obligations will be suspended for as long as that party is unable to fulfil its obligations.

**15.3** If the situation referred to in paragraph 2 has lasted thirty (30) calendar days, both Parties will be entitled to dissolve the Contract wholly or partially in writing. In that case, neither Party is obliged to pay compensation for any losses, even if the Party in a situation of force majeure benefits from an advantage resulting from the situation of force majeure.

## **16. INTELLECTUAL PROPERTY RIGHTS**

**16.1** All (intellectual) property rights, which in any case include copyrights and trademark rights, concerning LINDA., the content of the Magazines and the Websites, the Content, proposals, formats, concepts, (editorial) contributions, products, the LINDA. logo and all other components of the Services, are held exclusively by LINDA. or its licensors. LINDA. expressly reserves these rights.

**16.2** The rights and copyrights relating to the format and content of all forms of expression of the LINDA. brand, including in any case but not limited to the Magazine, the Website and the mobile app, are held exclusively by LINDA.

**16.3** Without LINDA.'s prior written consent, no part of the expressions of LINDA. may be reproduced in whole or in part, stored in a computerised database or made public in any way whatsoever.

**16.4** Without LINDA.'s prior written consent, the LINDA. brand or one of its expressions may not be used for the promotional purposes of a third party, even if this third party or the party on whose behalf it is acting advertises in LINDA.

**16.5** The intellectual property rights to all Services provided or made available by LINDA. in the context of the Contract remain with LINDA. or its licensors. To the extent necessary for the use of the Services by the Advertiser, LINDA. grants the Advertiser a limited, non-exclusive, non-transferable right to use the intellectual property rights to the Services during the term of the Contract.

**16.6** If the Advertiser infringes LINDA.'s copyright or any other intellectual property right, the Advertiser will be liable to pay LINDA. a penalty equal to the amount of the fee owed by the Advertiser to LINDA. for the Services or under the Contract, with a minimum of €25,000 (twenty-five thousand euros). The Advertiser will also compensate LINDA. for the actual loss suffered by LINDA.

**16.7** The intellectual property rights to material and data

provided by the Advertiser to LINDA. within the context of the Contract remain with the Advertiser or its licensors. To the extent necessary for the provision of services by LINDA., the Advertiser grants LINDA. a limited, non-exclusive, non-transferable right to use the intellectual property rights during the term of the Contract. The Advertiser indemnifies LINDA. against all claims and consequential claims of third parties relating to the use by LINDA. of the material and data provided by the Advertiser to LINDA. and the intellectual property rights vested in such material and data.

**16.8** LINDA. has the right, at all times, without the Advertiser's prior consent, to use the Content/ Advertisements for the purpose of B2B communication, such as showreels, case films, company films and submissions for awards.

## **17. PRIVACY / COOKIES**

**17.1** LINDA. will offer the Services and process the Advertiser's data in accordance with LINDA.'s privacy and cookie policy as published on <https://privacy.talpanetwork.com/nl/privacy> and <https://privacy.talpanetwork.com/nl/cookies>.

**17.2** Personal data collected, obtained or otherwise processed as part of the Contract are and remain the property of LINDA. At all times, unless LINDA. and the Advertiser agree otherwise in writing on the use, processing or other activities regarding these personal data.

**17.3** The Advertiser, when processing personal data in the context of the Contract, will comply with the applicable laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the Dutch Data Protection Implementation Act and the Dutch Telecommunications Act.

**17.4** The Advertiser immediately notifies LINDA. of any processing of personal data in the context of the performance of the Contract. If necessary, Parties will conclude a separate processing agreement regarding the scope, duration, and security of such processing.

**17.5** The use of Cookies by the Advertiser in an Advertisement through programmatic buying is only possible after a consent signal has been received from the Advertiser through LINDA.'s consent management platform (CMP) (or its publishing partner within the LINDA. platform) or via an online request. The Advertiser will only process personal data for a purpose for which consent is required after it has received the required consent signal. The Advertiser is not allowed to place Cookies or process personal data unless it has received consent to do so, except when the Advertiser has another legal basis to do so. The Advertiser agrees to comply with the Transparency & Consent Framework of the Interactive Advertising Bureau (the "IAB Framework").

**17.6** Notwithstanding the previous, the Advertiser is explicitly not permitted to use or allow the use of fingerprinting and/or similar techniques to collect, store or gain access to information in the peripherals of users of the LINDA. platform.

**17.7** LINDA. is at all times entitled to audit or arrange an

audit of the Advertiser's compliance with the provisions of this article. The Advertiser – also on behalf of its client(s) and/or third party/parties it has engaged – will provide all assistance to LINDA. in order to comply with this request. LINDA. will bear the costs of these checks, unless it is established that the Advertiser has violated the provisions of this article.

## 18. CONFIDENTIALITY

**18.1** The Parties will observe confidentiality with regard to confidential and/or business-sensitive information provided by the other party during the formation and the duration of the Contract. This obligation continues even after the termination of the Contract.

**18.2** The Parties will not disclose any confidential and/or business-sensitive information without the prior written consent of the other Party.

**18.3** The Parties will take reasonable measures with regard to employees, agencies, auxiliaries or third parties to safeguard this confidentiality.

**18.4** The above confidentiality obligations do not exist if and to the extent that:

**(a)** a Party is obliged to disclose under a statutory regulation or an authorised order issued by a public authority;

**(b)** the information is in the public domain at the time of disclosure and is widely known; and

**(c)** at the time of disclosure to the other Party, the information was already in the possession of that Party, or was independently developed by that Party, without using the information provided.

## 19. GUARANTEE / INDEMNIFICATION BY THE ADVERTISER

**19.1** The Advertiser guarantees that the Advertising Material submitted to LINDA., as well as the content of the (mobile) Websites or other medium to which the material refers, comply with the law and regulations, including but not limited to the Dutch Advertising Code of the Dutch Advertising Code Authority (Stichting Reclame Code), the instructions and recommendations of the Advertising Industry Code Committee and the Inspection Board for the Public Promotion of Medicines (Keuringsraad Openlijke Aanprijzing Geneesmiddelen – K.O.A.G.), and the Inspection Board for the Promotion of Health Products (Keuringsraad Aanprijzing Gezondheidsproducten – KAG). LINDA. has the right to refuse to perform Services (including the placement of the Advertisement(s) or Additional Proposition(s)) that do not comply with the aforementioned laws and regulations, in which case the Advertiser will remain obliged to pay LINDA. for the contracted advertising space. The Advertiser also guarantees that the material provided do not and cannot contain any viruses or comparable software programs added by third parties with or without the knowledge of the Advertiser that could negatively impact the functioning of the services offered by LINDA., the Internet or third-party computers and/or software.

**19.2** The Advertiser guarantees that:

- the Advertising Material does not infringe in any way on any right belonging to another person, including in any case copyright (including portrait rights) or any other intellectual or industrial property right;

- the Advertising Material corresponds to the truth, social standards and values, good taste and decency and/or public order or morality, and is not otherwise unlawful towards third parties;

if and insofar as music and the recording thereof is used in Advertising Material made available by the Advertiser to LINDA., the Advertiser has obtained permission from the rights holder(s) with regard to the synchronisation (mechanical) rights;

- the Advertiser is authorised to publish the Advertisement Material and/or reproduce it or cause it to be reproduced, without this leading to levies and/or fees being enforced on LINDA. and/or fees being payable to other organisations that could be recovered from LINDA.;

- the Advertiser acts in full 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 Advertiser also complies to all further rules set by LINDA., and fully complies with these General Advertising Terms and Conditions.

**19.3** If and to the extent that the Advertiser uses Cookies, the Advertiser guarantees that it, as well as its client(s) and/or third party/parties it has engaged, comply with all relevant laws and regulations, including (but not limited to) the General Data Protection Regulation (GDPR), the Dutch Data Protection Implementation Act, and the Dutch Telecommunications Act.

**19.4** The Advertiser indemnifies LINDA., as well as any third parties working for LINDA., against all losses and/or claims of third parties in connection with or resulting from:

**(a)** the use of the Services by the Advertiser; and

**(b)** the acts and/or omissions of the Advertiser that are in breach of the provisions of the Contract and/or these General Advertising Terms and Conditions;

**(c)** any third-party claims relating to a breach of the guarantees set out in these General Advertising Terms and Conditions.

The Advertiser will also fully compensate LINDA. and its third parties in the above cases for costs (including costs of legal assistance), penalties, losses and interest that arise as a result of this. This indemnification and compensation apply, among other things, to any claims by regulators such as OPTA, and the Dutch Advertising Code Authority (Stichting Reclame Code) and third parties in connection with infringements or alleged infringements of the copyright of these third parties, including the European Central Bank in relation to banknotes.

**19.5** If the Advertisement provided contains a competition or reference to a competition organised by the Advertiser that is categorised as a game of chance, the Advertiser must comply with the applicable laws and regulations, including the Dutch Gambling Act (Wet op de Kansspelen) and the Dutch Promotional Gaming Code (Gedragscode Promotie Kansspelen). If the



Advertiser makes prizes available for the purposes of the competition, the Advertiser is fully responsible for the correct and timely payment of the prizes to the prize-winners. Any gambling tax and non-deductible advance tax on VAT in connection with gambling games is for the account of the Advertiser and the Advertiser indemnifies LINDA. against any claims in this respect.

**19.6** If a third party acts on behalf of the Advertiser or other representative, this third party warrants to LINDA. the fulfilment of the obligations set out in the Contract and these General Advertising Terms and Conditions by such Advertiser or represented party.

## **20. OTHER PROVISIONS**

**20.1** LINDA. may, at its own discretion, engage third parties for the performance of the Services.

**20.2.** The Advertiser is not entitled to transfer their rights and obligations from the Contract to third parties without the prior written consent of LINDA. LINDA. may assign its rights and/or obligations under the Contract to its group companies or contribute this to a company.

**20.3** If the Advertiser wishes to change Media Agency, it must obtain LINDA.'s written consent in a timely manner. LINDA. is entitled to attach conditions to such consent. These will in any case include the condition that the new Media Agency accepts the rights and obligations laid down in these General Advertising Terms and Conditions.

**20.4** Unless explicitly agreed otherwise, the Advertiser is not entitled to exclusivity (including branch exclusivity) with respect to the products or services offered by means of the Advertisements. LINDA. is free to accept and place third-party Advertisements at its discretion.

**20.5** The Advertiser is aware that LINDA. is editorially independent with respect to the content of the Programmes and/or the Magazine(s) and is therefore entitled at all times to give binding instructions with respect to the editing of the Programmes and the Magazine(s) it publishes.

**20.6** In all cases where provisions are not made in these General Advertising Terms and Conditions, LINDA. will decide, taking into account the reasonable interests of the Advertiser.

## **21. APPLICABLE LAW AND COMPETENT COURT**

**21.1** These General Advertising Terms and Conditions and all Contracts concluded between LINDA. and the Advertiser are governed exclusively by the law of the Netherlands.

**21.2** All disputes arising from the Contract and/or the General Advertising Terms and Conditions will, if no amicable resolution can be reached between LINDA. and the Advertiser, be submitted to the competent court in Amsterdam, the Netherlands.

*These General Advertising Terms and Conditions were most recently amended on 18 February 2024.*