

I. General

1. These conditions apply to the placement of all advertisements and/or other promotional communications in or by means of the issues or events of Sanoma Uitgevers bv in Hoofddorp, hereinafter referred to as 'Sanoma', and its subsidiaries and associated companies, unless otherwise indicated. The General Terms and Conditions of Sale and Delivery of Ilse Media B.V. in Amsterdam, a subsidiary of Sanoma, apply to any placement of digital advertisements. If, for the purpose of placing advertisements or other promotional communications, a contract is entered into or agreements are made with one of our subsidiaries, wherever the name Sanoma appears in these General Advertising Conditions, the name of the subsidiary concerned is to be read instead. Applicable at all times is that the advertising materials are to be supplied to Sanoma's Advertising Care Department in Hoofddorp, unless otherwise indicated by the designated closing date, which can be found on Sanoma's website.

2. Definitions

Advertiser	the natural person or legal entity submitting advertisements for placement in a medium, either directly or via a media agency
Advertisement	the sales communication tool or message of an advertiser
Advertising contract	every agreement entered into by Sanoma and the advertiser or media agency for the purpose of placing advertisements
Advertising materials	materials used to compile the advertisement
Advertorial	sales communication tool or message with an editorial and commercial nature
Digital advertisement: Advertisement on the Internet or in any other electronic form of communication	
Event	an occasion of a commercial nature tying into one or more titles
Guaranteed circulation	the average annual circulation guaranteed by Sanoma of a title
HOI	Institute for Media Auditing, a foundation in Amstelveen
Website	www.sanoma-adverteren.nl
Annual circulation	the number of copies of magazine issues with a cover date falling within a calendar year
Media agency	the natural or legal entity acting in a commercial capacity to negotiate the terms of the advertising contracts
Order	order to place an advertisement
Client	the advertiser or media agency
Placement	the reproduction and/or publication of an advertisement
Reinsertion	every subsequent placement of the same advertisement
Plus Proposition	a sales supplement inserted in or included with a title
Projected circulation	Sanoma's estimate of a title's average annual circulation

Complaint period	period of time within which complaints may be submitted
Closing date	the latest date on which Sanoma will accept orders or materials from an advertiser

3. All advertising contracts and orders for the placement of advertisements (including advertisements available in electronic form), for Plus Propositions and for other activities and services shall be concluded and performed subject to the application of these General Advertising Conditions, the Advertorials Directives, the Delivery Conditions for Inserts or Sachets, the Netherlands Standard Rate Documentation (Nederlandse Standaard Tarief Documentatie – NSTD), hereinafter referred to as 'rate card' or 'rate cards', and the additional provisions and conditions stated in and pursuant to these General Advertising Conditions. All the aforementioned documents can be downloaded from our website or from the website of the subsidiary in question or sent at no charge to advertisers and other clients upon request. The following also applies to the above contracts and orders:
- (I) the Plus Proposition rates list, the Repro Services and the notes to the media contract and the Protocol that Sanoma will declare applicable from time to time to placement of advertising space; any document mentioned is available on the website. You can also request a copy free of charge from Sanoma.
 - (II) the Rules for the Advertising Sector, hereinafter referred to as 'the Rules', filed with the Amsterdam Chamber of Commerce and at the Registry of the District Court in Amsterdam, the Netherlands, with due observance of the interpretations and publications of the Supervisory Council for the Advertising Sector (*Raad van Orde en Toezicht voor het Advertentiewezen –ROTA*), available on www.stichtingrota.nl.
 - (III) the applicable Delivery Terms and Conditions for the Graphics Industry, filed at the Registry of the District Court in Amsterdam, to the extent they relate to the provisions governing the receiving, handling and storing of materials supplied in relation to an order (available on www.kvgo.nl).

In the event of conflict between the provisions of these General Advertising Conditions, the Rules for the Advertising Sector and the Delivery Terms and Conditions for the Graphics Industry, these General Advertising Conditions shall prevail. The applicability of general or other terms and conditions of the client is hereby expressly excluded. Deviations from these General Advertising Conditions shall apply only if approved in writing by Sanoma.

II. Rates

- 4. The rates charged by Sanoma at the time of or during the period in which the placement(s) occur(s) with regard to placing advertisements, Plus Propositions and/or other activities and services of a promotional nature shall apply to every advertising contract and order. In addition, Sanoma may employ Forms of Advertising that have no standard fixed rates but are priced individually on a case-by-case basis.
- 5. The advertising rates will be published by Sanoma on rate cards which will be filed with the ROTA. Other rates will be published in the relevant brochures and directives as stated in clause 3 of the General Advertising Conditions. These publications will be sent at no charge to advertisers and other clients on request.
- 6. Sanoma reserves the right to revise the rates. If such a rate revision is implemented for advertisements under previously concluded advertising contracts and orders already submitted, the client has the right to cancel any remaining advertisements that have not yet been placed, unless the cancellation occurred after the closing date.

III. Circulation

- 7. If the rate card of a particular title displays a projected circulation, the projection will apply to the calendar year specified. The Projection Model applies only to column formats in all titles for which a projected circulation has been issued.

The following provisions apply to the Projection Model:

- a. If the HOI quarterly report shows that the weighted average annual circulation of a title is lower than the projected circulation, a bonus amount will result equal to the percentage difference between the first-mentioned circulation and the projected circulation, calculated on the net invoiced turnover.
- b. If the HOI quarterly report shows that the weighted average annual circulation of a title is higher

than the projected circulation, a penalty amount will result equal to the percentage difference between the first-mentioned circulation and the projected circulation, calculated on the net invoiced turnover.

For each advertiser, the bonus and penalty amounts of the four quarters will be set off against each other; after the end of the calendar year the advertiser is entitled to a volume bonus if the balance is at least EUR 2,500. This volume bonus gives the right to advertisement placements in column formats at the gross placement rate applying at that time up to the value of the bonus. This volume bonus must have been placed within one calendar year after the rights came into effect. The calculations over 2008 will be made after the HOI publication for the fourth quarter of 2008 is available. Sanoma will respond to applications within 4 weeks of the application date. The last day for processing applications is 31 July 2009. All applications for bonus and penalty amounts for 2008 will be settled by 1 September 2009.

8. If the rate card for the relevant title states a guaranteed circulation, this guarantee will apply to the specified calendar year. If the annual report shows that the average annual circulation is lower than the guaranteed circulation, there will be restitution of 75% of the percentage difference between the average annual circulation and the guaranteed circulation.

IV. Contracts

9. Unless expressly stipulated otherwise, the term of the advertising contract will start on the day the first advertisement under the contract is placed. If the first advertisement is not placed within three months of the day the contract was made, the contract shall be deemed to have come into effect on the day these three months have passed.
10. If the advertising space agreed on in an advertising contract cannot be taken up within the contract term, the client can submit a written request before the end of the term to Sanoma for an extension of a maximum of two months for the purpose of placing the remaining advertisements. If Sanoma agrees, the extension will be subject to the most recent rates. In the event of execution of a Plus Proposition order on the client's request at a later date, Sanoma reserves the right to adjust the agreed rate to cost components that have gone up in the meantime. If following expiry of the contract term or the extension thereof the client has used less than the agreed advertising space, the client shall lose the right to placement and immediately pay the remaining contracted advertising space.
11. The client is entitled to exceed the contracted advertising space, in which case the most recent rates will apply to the additional space.
12. If at any time during the term of the contract the client wishes to increase the advertising space, the client can submit a request to this effect to Sanoma. The rates applying to the extra advertising space will be the rates Sanoma will charge at the time the agreement in connection with the increase is concluded. If the agreement is concluded on or before the fifteenth day of a calendar month, the rates will not come into effect until the sixteenth day of the same month. In all other cases the rates will come into effect on the first day of the subsequent month.

V. Placements

13. The advertiser is not permitted to grant rights to third parties with regard to its placements without the explicit consent of Sanoma. "Third parties" does not include a subsidiary of the advertiser, all as referred to in Book 2, Section 24a of the Dutch Civil Code.
14. Sanoma reserves at all times the right to refuse to place advertisements or Plus Propositions that do not comply with the provisions of the Rules, the Dutch Code for the Advertising Sector, the instructions and recommendations of the Advertising Standards Committee, the Inspection Board for the Promotion of Medicines (*Keuringsraad Openlijke Aanprijzing Geneesmiddelen – KOAG*) and the Inspection Board for the Promotion of Health Products (*Keuringsraad Aanprijzing Gezondheidsprodukten – KAG*), without prejudicing the client's obligation vis-a-vis Sanoma to pay for the contracted advertising space. Moreover Sanoma has at all times the right to refuse placement of advertisements or Plus Propositions on the grounds of technical objections and rejection of content, character, import or form of the advertisements or Plus Propositions submitted, and if matters of principle are involved. The above has no effect on the provisions of clause 20.
15. The options for placing advertisements in special positions in a magazine are limited and can differ per title and per edition. Partly for this reason Sanoma expressly reserves the right of acceptance of placement orders for special positions as set out on the rate cards. If possible, other wishes of the client shall be taken into account. However, such a wish can never be accepted as a condition for a placement order. No compensation or re-placement will be

- provided with regard to placements to which Plus Propositions are added or if these are (partially) concealed to the naked eye in the packaging by the Plus Propositions.
16. Advertisements in special colours, such as gold and silver, are only possible on request and by way of exception. Special colours are subject to separate rates.
 17.
 - (I) Sanoma reserves the right to refuse orders received after the closing date. Although Sanoma will try to execute the orders nevertheless, Sanoma cannot be held liable if this does not succeed.
 - (II) If a client cancels any order, reservation or agreement after the closing date, Sanoma is entitled to charge the client the gross advertising rate. The same conditions apply to the Plus Propositions on the basis of the applicable closing date.
 - (III) In the event of a unilateral cancellation by the advertiser of a cooperation related to advertorials, editorial cooperation, sponsored and commercial inserts, etc., Sanoma will be authorised to charge the advertiser the production costs it incurs within the scope of the cooperation.
 18. If, due to actions on the part of the client in the two weeks prior to the expiry of the cancellation term, there can be no placement of an advertisement in a specific, special position, or an advertisement for which Sanoma has incurred extra costs in connection with specific requirements relating to the printing process, the client will have to pay either the surcharge stated on the rate card or the extra costs.
 19. The reinserting of advertisements as referred to on the Repro Services list can be done up to one year after the date of publication.

VI. Advertising materials

20. The advertising materials must be in the possession of Sanoma before the closing date set by Sanoma until the date of publication of the relevant title. Sanoma reserves the right to refuse to process and/or place advertising materials arriving after the closing date, without prejudicing its right to compensation of the gross advertising rate.
21. Advertising materials must be supplied in digital form, created in accordance with the specifications set out in the Repro Services overview.
22. Although Sanoma strives to reproduce the supplied materials as closely as possible, it cannot guarantee an exact reproduction. The client must take into account the possibility that there may be variations in the printing or colours. Sanoma works on the basis of digital files. Please refer to the Repro Services overview for more information on creating and supplying digital files. If the advertiser has a complaint about the reproduction quality, the printing house can make a proof, on Sanoma's instructions. This proof alone will be the criterion for assessing the reproduction quality.
23. If a client is late in supplying Sanoma or the publisher with materials, or supplies materials that are incomplete, cannot be reproduced easily or are not suitable for the reproduction method of the medium concerned, Sanoma will be entitled to charge the client for any additional costs that result.
24. Any complaints regarding advertisement placements and/or Plus Propositions, such as the reproduction method, placement and/or colour quality, must be submitted to Sanoma in writing within 21 calendar days of the magazine's date of publication. Sanoma explicitly excludes claims concerning the reproduction method and/or colour quality in the case of advertisement placements for which the advertising materials were delivered to Sanoma after the closing date.
25. Sanoma will treat the material made available by the client with due care. Sanoma accepts no liability for damage as a result of use or sending of this material, except in the case of wilful misconduct or negligence.
26. Sanoma keeps the advertisement content in its archives for up to one year from the date of publication. If materials have been supplied on CD or DVD, only the information file will be stored in the archive and not the original data carrier containing the file. However, Sanoma is not liable for loss or damage of the advertisement content.

VII. Plus Propositions

27. The following provisions apply to Plus Propositions:
 - a. Sanoma states in its quotes or order confirmations the minimum and maximum formats of Plus Propositions and other conditions.
 - b. In addition to the General Technical Specifications for Plus Propositions in Sanoma's magazines, the Delivery Conditions for Inserts also apply to inserts in Sanoma's magazines, and the Delivery Conditions for Sachets to sachets in Sanoma's magazines.

- c. Under no circumstances may Plus Propositions contain gases or hazardous substances, including substances which could be harmful when used internally or externally.
- d. Regarding the attaching of Plus Propositions, keep in mind that the position will vary by about 7 mm. It is therefore not recommended to mark the place where the Plus Proposition is to be affixed to the draft advertisement.
- e. Sanoma cannot guarantee that Plus Propositions will be affixed or attached throughout the entire print run of the relevant magazines. Keep in mind that the Plus Proposition will be missing, or incorrectly affixed or attached in 3% of the print run.
- f. Although Sanoma strives to distribute the print run as accurately as possible, Sanoma accepts no liability for any shortages or surpluses of sachets, samples and other Plus Propositions as a result of any change in the indicated print-run of the relevant title(s), and for any damage ensuing therefrom for the client.
- g. The above provisions relating to sachets, samples, folders or other printed matter also apply to other Plus Propositions for which Sanoma accepts orders, unless explicitly agreed otherwise.
- h. Loose material is inserted randomly. Sanoma is not responsible for the position of the material.

VIII. Payment & Discount

- 28. Payment of advertisements presented for placement and Plus Propositions must be made in advance, unless otherwise agreed with the client. Sanoma can stipulate in this respect that it has the right to charge advance payments. All payments not governed by the provisions of the clause in the Rules concerning liability and payment must be made within thirty days after the invoice date. If payment is not made on time or in full, Sanoma has the right to postpone placement of the advertisement(s). In the event the payment term is exceeded, the client will be charged an extra fee, due immediately, consisting of a percentage of the relevant amount to be paid. This percentage is one-twelfth of 1.5 times the sum of the deposit interest rate of the European Central bank (plus surcharge) as established from time to time by the ROTA in respect of Sanoma and 3%, with a minimum of EUR 13.50 per invoice. On top of this, the client will also pay court costs and extrajudicial costs connected with the default on the performance of obligations, including collection costs, which shall be a minimum of 15% of the amount owing with a minimum of EUR 115 per invoice.
- 29. A client who effects payment by the tenth working day after the date of the invoice is entitled to an extra discount consisting of a percentage of the amount owing. This percentage is one-twelfth of the sum of the deposit interest rate of the European Central Bank (plus surcharge) applicable on the date of the invoice and 2.5%. From time to time the ROTA fixes the deposit interest rate and surcharge applicable to Sanoma.
- 30. Sanoma grants a 15% discount on the gross amount of the advertising costs owing, if placement of the relevant advertising is made by mediation of a natural person or legal entity, provided such natural person or legal entity is registered as such by the ROTA's Committee for Granting Registrations (*Commissie voor de Verlening van Registraties*) and whose mediation has been accepted by Sanoma. Sanoma will settle the discount in the payment with the natural person or legal entity concerned, for the amount owed for the advertisement placed. The discount will not be granted if Sanoma judges that this natural person or legal entity has not fulfilled the obligations connected with the registration at all or inadequately. The client has the right to lodge a written complaint with Sanoma concerning an invoice for a period of 31 calendar days following the invoice date. The right lapses after the period of 31 days. In the event of a difference of opinion regarding part of an invoice that has been sent, the client must effect timely payment of those components of the invoice over which there is no disagreement. The provisions of clauses 28, 29 and 30 above apply to these components. The client has no right under the contract or order provisions to lodge a complaint concerning invoices until he or she has signed the advertising contract or the placement order.

IX. Liability

- 32. If the client acts on behalf of an advertiser or other representative, the client guarantees compliance with the provisions of the contract by such advertiser or other representative.
- 33. Sanoma is only bound with regard to the contracts and orders under clause 1 if the client's verbal or written order has been confirmed by a valid signature by or on behalf of Sanoma or by placement of the advertisement or by execution of the order. The client bears the risk of errors in the execution of placed orders if the cause is determined to be non-delivery of applications and messages to Sanoma, inaccurate delivery of such applications and

- messages, tardy delivery or incomplete delivery.
34. Sanoma executes the advertising contracts, the placing of individual advertisements, the processing of Plus Propositions and its other activities and services as carefully as possible. Sanoma is liable only if it fails to meet its obligations and is guilty of more than a slight degree of negligence. If Sanoma is nevertheless liable for non-execution or improper execution of orders, this liability will be limited to the damages suffered directly and to an amount that is reasonably proportional to but not exceeding the amount for which the order or the unexecuted or improperly executed part of the order was accepted. Sanoma is never liable for any indirect or consequential damages. Every other or further liability, particularly for indirect damages, is hereby explicitly excluded. Without prejudice to the above, Sanoma accepts no liability for the contents of sachets or samples or other Plus Propositions, nor for any damage to them as a result of other sachets or samples or other Plus Propositions attached, affixed or placed near them.
 35. In the event the client does not meet one or more of the conditions laid down in these General Advertising Conditions or conditions agreed with Sanoma, or does not perform the conditions in a timely or proper fashion, Sanoma is entitled – without prejudice to its right to compensation or performance, at its choice – to suspend the execution of the order as long as this breach of performance of obligations continues, or to dissolve the contract in whole or in part, without being bound to pay any compensation. If in the execution of a Plus Proposition order such default causes damage to the magazines or the production thereof stagnates, the ensuing costs will be charged to the client.
 36. If during the production of magazines Sanoma is impeded by unforeseen circumstances or by force majeure from executing an advertising order or an order to attach or affix a Plus Proposition, Sanoma has the right to suspend the execution of said order for the duration of the impediment or to cancel the contract without being bound to pay any compensation to the client. In such cases Sanoma is obliged to inform the client as soon as possible of the impediment and to state which of the aforementioned choices it is making.
 37. The client is bound to indemnify Sanoma, the publishers and the third parties working for them against costs, damage and interest ensuing for Sanoma, the publishers or third parties working for them from claims which parties other than the above-mentioned third parties bring against Sanoma, the publishers or the third parties working for them in connection with or in respect of the order which the client has given to Sanoma or the execution thereof. This indemnification and compensation applies to, among other things, any claims of third parties in connection with infringement or alleged infringements of the copyright of said third parties, including claims of the European Central Bank with regard to banknotes.

X. Final provisions

38. These General Advertising Conditions and all orders are governed exclusively by Dutch law. The District Court of Amsterdam has exclusive jurisdiction to hear all disputes.
39. These General Advertising Conditions will enter into effect on 1 January 2009. All previously published General Advertising Conditions will be cancelled on that date.

Hoofddorp, January 2009

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