

GENERAL CONDITIONS FOR THE SALE OF ADVERTISING SPACE AND NON-SPOT ADVERTISING

Article 1 – Definitions

In these General Conditions the following terms have the meanings given:

Advertiser: the natural or legal person which, either directly or through an intermediary places an order with Talpa Radio;

Advertising Material: the material required for the production and publication of the Online Advertisement;

Advertising Space: the agreed space available for the Online Advertising of the Client, expressed in the units commonly used for the Digital Medium concerned;

Advertorial: an Online Advertisement which is similar to an editorial in form and content but which originates from an Advertiser;

Client: the person who, for himself (as an Advertiser) or on instructions of one or more Advertisers concludes an agreement with Talpa Radio for the broadcasting of one or more Radio Commercials or Non-spot Advertising and/or the publication of one or more Online Advertisements for a specific product(s) or service(s) and who accepts the applicability of these General Conditions by signature or otherwise;

Commercial Slot: set of Radio Commercials combined up to a certain period of time;

Digital Medium: a website, mobile website, application or other digital medium offered by Talpa Radio which is owned and/or operated by Talpa Radio;

Non-spot Advertising commercial or promotional publicity other than Radio Commercials, such as sponsoring;

Online Advertisement: any advertising or commercial (being display advertisements and rich media such as buttons, banners, etc.) for an Advertiser supplied by the Client for publication on one or more Digital Media;

Programme: the current and possibly other future radio programmes of Talpa Radio, including radio programmes of Talpa Radio the names of which have been changed;

Radio Commercial: any advertising consisting of a sound recording for an Advertiser intended by the Client to be broadcast in Commercial Slot-s recorded between the Programmes of Talpa Radio outside the editorial responsibility of Talpa Radio;

Rates: the rates used by Talpa Radio as published by Talpa Radio;

Talpa Radio: Talpa Radio Holding B.V., with offices and principal place of business at Bergweg 70, 1217 SC Hilversum as well as any of its operating companies and subsidiary(ies) of the latter, insofar as these Radio Commercials and/or Non-spot Advertising are broadcast on the radio and/or the publication of Online Advertising via the Digital Media of Talpa Radio;

Technical Regulations: the most recent technical regulations and general requirements of Talpa Radio for supplied Radio Commercials and Advertising Material.

Article 2 – General

- 2.1 These General Conditions, the rates used by Talpa Radio as published by Talpa Radio and the applicable Technical Regulations shall apply to all offers, quotations, confirmations, letters of intent as well as to all agreements concluded by Talpa Radio with a Client with regard to the purchasing of broadcasting time for Radio Commercials and Non-spot Advertising on the channel of Talpa Radio and/or the purchasing of Advertising Space for the publication of Online Advertisements.
- 2.2 Talpa Radio is not bound to any general and/or purchasing conditions of the Client. Any deviation from these General Conditions shall only be valid to Talpa Radio if such deviation has been accepted by Talpa Radio in writing in advance.
- 2.3 By concluding an agreement with Talpa Radio, the Client accepts these General Conditions, the rates published by Talpa Radio and the Technical Regulations.
- 2.4 If one or more individual provisions of these General Conditions or the agreement between Talpa Radio and the Client appear to be invalid, this shall not affect the validity of the other provisions of the General Conditions, nor the validity of the agreement of which the General Conditions form part. The Parties shall replace the provision(s) concerned by one or more new provisions, the purport of which is as close as possible to the original provision(s).
- 2.5 Talpa Radio may amend these General Conditions unilaterally. Unless indicated otherwise, the amended General Conditions shall come into effect on the date on which they are published on www.talparadio.nl. With effect from the date referred to above, the amended General Conditions shall also apply to any on-going agreements. By placing new orders (including repetitions and re-placement) after the amendment to the General Conditions, the Client is deemed to have accepted these amendments.

Article 3 – Client and Advertiser

- 3.1 The Client who, by order of one or more Advertisers instructs Talpa Radio to broadcast one or more Radio Commercials or instances of Non-spot Advertising for a specific product or service and/or place one or more Online Advertisements, shall, at the request of Talpa Radio demonstrate properly, at the discretion of Talpa Radio, that it has been authorised thereto by its client. If the Advertiser(s) giving the instructions denies (deny) that the authorisation to conclude the agreement with Talpa Radio has been granted or if the Client was not authorised to conclude the agreement for any other reason, the Client will be deemed to have acted in its own name.
- 3.2 Talpa Radio only accepts agreements concluded with a Client acting for others if the Client names the Advertiser(s) that have instructed it to do so and that/those Advertiser(s) become a party to the agreement(s) to be concluded with Talpa Radio. The Client is fully liable for agreements concluded without a full instruction or authorisation or a specifically named Advertiser.
- 3.3 The Client and the Advertiser(s) on whose instructions it has acted are jointly and severally liable *vis-a-vis* Talpa Radio for the

fulfilment of the obligations arising from the agreement concluded with Talpa Radio. In general, Talpa Radio will hold the Client responsible for the fulfilment of the obligations arising from the agreement.

- 3.4 Subject to the application of the cancellation arrangement as referred to in Article 8, any written instruction given by the Client is binding. The Client can never invoke the non-authorisation of employees who have given an instruction on its behalf and/or on its stationery.

Article 4 – Quotations and Prices

- 4.1 All offers and quotations of Talpa Radio, in any form whatsoever are entirely without obligation, unless explicitly stated otherwise.
- 4.2 The price payable for the broadcast and/or publication is calculated on the basis of the rates published by Talpa Radio in its rate cards, published discounts or discounts to be further agreed.
- 4.3 Unless explicitly stated otherwise, rates and prices stated by Talpa Radio in quotations are excluding VAT.
- 4.4 The tax on games of chance payable in the context of a promotional game of chance to be organised in the context of a campaign is for the account of the Advertiser. Talpa Radio will pay the tax on games of chance to the Tax and Customs Administration and subsequently charge it to the Client. Under the applicable regulations, VAT on prizes awarded in a promotional game of chance can, in principle not be deducted as input tax and therefore the Client cannot deduct the VAT from the prizes to be made available by the Client. The Client shall indemnify Talpa Radio in the event that the Tax and Customs Administration is of the opinion that Talpa Radio should apply a VAT correction in this regard. In connection with the final use for private purposes (consumer) the Client may not deduct VAT on the prizes made available on the VAT tax return.
- 4.5 Agreements between Talpa Radio and the Client are formed after written confirmation by the Client. Offers and quotations of Talpa Radio are valid for 10 (ten) days from the date of sending, subject to the availability of the advertising time and/or Advertising Space. If the Client has not confirmed an order within this period of 10 (ten) days, the offer and/or quotation will be cancelled.
- 4.6 Promises by employees of Talpa Radio are only binding for Talpa Radio if they have been confirmed in writing by the management of Talpa Radio.

Article 5 – Rates and surcharges

- 5.1 The rates included in the rate card of Talpa Radio are gross rates.
- 5.2 Talpa Radio is authorised to a surcharge to be published or further agreed for:
- a. a requested priority position of a Radio Commercial and/or Online Advertisement or for a deviating placement of advertising time and/or Online Advertisement to be agreed;

- b. multiple spots: more than 1 Radio Commercial for the same product in one Commercial Slot;
- c. Radio Commercials recorded live;
- d. Non-spot Advertising;
- e. multiple mentioning of a product and/or Advertiser in one Radio Commercial;
- f. any other advertising to be determined by Talpa Radio.

Article 6 – Volume agreements

- 6.1 In volume agreements under which the Client has bound itself to spend a specific advertising budget in a specific period, an agreement as referred to in Article 4.5 is formed each time for a specific part of the period by written confirmation of the advertising time and/or Advertising Space offered by Talpa Radio.
- 6.2 The special discounts stated on the rate cards apply to volume agreements.
- 6.3 If it appears that the total agreed budget is not achieved within the agreed period, the discount will be cancelled and the Client shall owe the normal rate for the Radio Commercials already broadcast and/or the Online Advertisements already published, as well as an administration fee of 5% (five percent) on the unspent advertising budget. The total payable amount shall be paid within 30 (thirty) days after the invoice date.

Article 7 – Reservation of advertising time for Radio Commercials

- 7.1 The broadcast timetables sent by Talpa Radio in response to a request for the reservation of advertising time shall be binding 2 (two) working days after they have been sent to the Client and/or after they have been signed by the Client. In the broadcast timetable, Talpa Radio may deviate from the requested reservation of advertising time by a reasonable margin within the same hour.
- 7.2 The Client may only change the reserved broadcast times in writing and not later than 5 (five) working days prior to the broadcast, however exclusively if alternative advertising time is still available. The cancellation arrangement of Article 8 shall apply in this respect.
- 7.3 Last minute-bookings are possible until the day of the broadcast if the requested advertising time and broadcast material are available, the advertising can be checked and a signed quotation has been returned.

Article 8 – Cancellation

- 8.1 The Client may cancel the reserved advertising time and/or Advertising Space fully or in part at any time.
- 8.2 If the Client exercises its right to cancel as referred to in Article 8.1 it shall owe the following reimbursement to Talpa Radio:
- a. an administration fee of 5% (five percent) on the amount of the not (yet) performed part of the agreement or order if the cancellation takes place more than 10 (ten) working days prior to the first broadcast or placement date; and
 - b. 100% (one hundred percent) of the amount of the not (yet) performed part of the agreement or order if the cancellation takes place 10 (ten) working days or less prior to the first broadcast or placement date.

- 8.3 Talpa Radio has the right to decide on the available advertising time and/or Advertising Space in its sole discretion.
- 8.4 Talpa Radio is free to charge cancellation costs to the Client or to the advertising or media agency engaged by the Client. Cancellation costs arising from the provisions above in Article 8.2 shall be paid to Talpa Radio by the Client or, if charged to the advertising or media agency, by such agency within 30 (thirty) days after the invoice date.

Article 9 – Radio Commercials

- 9.1 Within the advertising time reserved by the Client, the Client may instruct Radio Commercials to be broadcast in the Commercial Slots broadcast during the Programmes, whereby each Radio Commercial shall have a duration of at least 5 (five) seconds.
- 9.2 Radio Commercials are accepted in a duration of a multiple of 5 (five) seconds. If this duration in seconds is exceeded, the first next higher rate will be charged.
- 9.3 Each supplied Radio Commercial, whether or not containing music, shall be accompanied by a fully completed “accompanying form for a radio commercial” for the association BUMA and the foundation STEMRA. In the absence of this form, the Client is deemed to have fully indemnified Talpa Radio in regard to any claims of STEMRA and/or individual authors and publishers.
- 9.4 Radio Commercials as well as accompanying forms of BUMA/STEMRA shall be provided to Talpa Radio not later than 2 (two) working days prior to the first broadcasting date and shall comply with the Technical Regulations.
- 9.5 If it has been agreed to repeat Radio Commercials, Talpa Radio may require that the associated music be supplied each time in connection with the requirement of Section 17b of the Copyright Act.
- 9.6 If the broadcasting material is not supplied in accordance with the rules referred to above, Talpa Radio reserves the right to suspend the scheduled broadcast or to implement it as it deems fit, without prejudice to the obligation of the Client to immediately pay the agreed price and any additional costs.
- 9.7 The Client may not give instructions to broadcast advertising material in its advertising time other than with regard to the products and services requested as stated in the broadcast timetable, except with prior written permission from Talpa Radio.

Article 10 – Assessment of Radio Commercials

- 10.1 Radio Commercials shall comply with the Technical Regulations. Furthermore, Radio Commercials and Non-spot Advertising shall comply with the provisions of or under the Media Act 2008, the Media Decree 2008, the Dutch Advertising Code and related regulations of the Dutch Media Authority and the Dutch Advertising Code Authority, the specific advertising regulations applicable to the products and services, the standards of decency and morality and the provisions of the programming statutes.
- 10.2 At the request of the Client, Talpa Radio is willing to provide advice regarding the adjustment to the technical regulations and

the admissibility requirements for Radio Commercials on the basis of texts, work recordings or other elements. Obtaining this advice in good time is recommended if there is any reasonable doubt as to the application or interpretation of the regulations referred to above.

- 10.3 If the broadcasting time is exceeded, Talpa Radio is authorised to charge the additional duration on the basis of the rate set out on the rate card in force at such time.
- 10.4 Talpa Radio reserves the right to refuse any Radio Commercial or Non-spot Advertising that fails to meet the regulations referred to in Article 10.1 or for reasons of its own, or to temporarily interrupt or completely cease the performance of an order.
- 10.5 Notwithstanding any acceptance of an order by Talpa Radio and its possible guidance and advice, the Client remains fully liable for the content and design of Radio Commercials and/or Non-spot Advertising and their compliance with all the relevant legal standards, including banned types of sponsorship. The risk of the performance of the order is entirely for the account of the Client. The Client fully indemnifies Talpa Radio against any and all penalties, damages and costs imposed by the Dutch Media Authority or other authorities. If the broadcasts of Radio Commercials are to be discontinued by order of the Dutch Media Authority, the government or a court, the Client shall remain liable to pay the full fee.

Article 11 – Online Advertising

- 11.1 Talpa Radio will endeavour to publish the Online Advertisement during the entire agreed publication period. However, Talpa Radio does not guarantee that the Online Advertisement will be uninterrupted, fault-free and/or published error-free and/or that the Digital Medium will be accessible at all times. Talpa Radio is not liable in any way for any damage arising from the (temporary) unavailability of the Digital Medium.
- 11.2 Talpa Radio has the right to (temporarily) take the Digital Medium out of service and/or limit the use thereof without any prior notice if this is necessary in its reasonable discretion, for instance as part of the required maintenance of the Digital Medium.
- 11.3 Furthermore, the Advertiser shall not use the Online Advertisements for: - sending large quantities of e-mail messages (including spam) to third parties, whether or not for commercial purposes; and/or - sending e-mail messages or uploading files that contain viruses or similar software programs which may harm the operation of Digital Media provided by Talpa Radio, the internet or the computers and/or software of third parties.
- 11.4 If measurement systems are used to calculate the fee payable by the Client, (for instance to determine the number of clicks or leads) the systems of Talpa Radio shall be decisive.
- 11.5 Advertising Material shall be supplied at least 5 (five) working days prior to the start of the campaign; otherwise a timely go live cannot be guaranteed.
- 11.6 If the Client fails to provide the Advertising Material to Talpa Radio in good time, or if it cannot be properly reproduced or is incomplete and/or unsuitable for the reproduction method of

the Digital Medium concerned, Talpa Radio has the right to charge the ensuing additional costs to the Client.

11.7 The agreed start date is a target date. Talpa Radio reserves the right to postpone publication due to unforeseen circumstances (not attributable to Talpa Radio). If the start date is postponed by Talpa Radio, the sole compensation for the Client shall consist of the publication by Talpa Radio of the Online Advertisement(s) during a period equal to the agreed period and/or the provision of replacement services to the Client, such in proper consultation between the Client and Talpa Radio.

11.8 Talpa Radio reserves the right to cancel a campaign when it has 10% (ten percent) or less impressions left.

11.9 Talpa Radio aims to ensure that the Digital Media on which the Online Advertisements are provided are available to visitors. Talpa Radio gives no guarantee that the Digital Media will be available uninterrupted or fully and reserves the right to block a Digital Medium or take it out of service unannounced for maintenance, adjustment or improvement purposes, or to adjust, expand, delete or otherwise change a Digital Medium. Talpa Radio shall not be liable for any damage this may cause.

Article 12 – Premium Display Advertising

12.1 The term Premium Display Advertising is taken to mean the exclusive right of a Client to advertise on an internet page or an internet website from the Digital Media portfolio of Talpa Radio. Exclusivity only applies to fixed display positions.

12.2 Where Premium Display Advertising is concerned, the Client has the right to add images and sound to its Online Advertisement(s) without additional costs. Talpa Radio may set further rules for the form and content of the (audio) visual material, such as limits on the size and maximum duration. Talpa Radio may reject this additional publicity without stating reasons.

12.3 Within Premium Display Advertising, the Client is entitled to change the Advertising Material on a weekly basis without additional costs. Advertising Material shall be supplied in compliance with the supply specifications communicated by Talpa Radio.

Article 13 – Advertorials

13.1 The term “Advertisement” or “Advertorial” is always stated above an Advertorial.

13.2 Advertorials are only accepted by Talpa Radio when Talpa Radio has approved its content. The placement of Advertorials can be refused by Talpa Radio at all times and without stating reasons, without the Client being able to hold Talpa Radio liable in this regard.

13.3 The sender of the Advertorial shall be clearly stated.

13.4 The logo and the relevant product of the Client in a packshot must be clearly visible.

13.5 Advertorials (co)produced by Talpa Radio remain the property of Talpa Radio. The Client shall not reuse the Advertising Material for other media and/or other activities without prior permission of Talpa Radio.

Article 14 – Fixed Position Advertising

14.1 The term Fixed Position Advertising is taken to mean the right to advertise in a fixed position on an internet page of Talpa Radio.

14.2 Should the fixed position of the Client not be available due to circumstances, Talpa Radio will be authorised to suspend or cancel the placement of the Online Advertisement without the Client being entitled to reimbursement of the costs incurred and/or the damage suffered.

Article 15 – Additional charges for Online Advertising

15.1 Any additional costs of the Online Advertisements, including production costs or external hosting costs in the context of display advertising are for the account of the Client.

15.2 If the Client does not accept the costs referred to in Article 15.1, Talpa Radio may terminate the agreement with immediate effect without being liable to reimburse any costs to the Client.

Article 16 – Personal data, cookies, pixels etc.

16.1 Personal data collected, obtained or otherwise processed as part of the agreement is and shall always remain the property of Talpa Radio, unless the Parties agree otherwise in writing on the use, processing or other activity regarding the personal data.

16.2 If the Client adds a cookie, pixel or other technology to the Online Advertisement, the Client shall comply with the relevant applicable legislation and regulations (including but not limited to the Telecommunications Act and the General Data Protection Regulation), codes of conduct and other forms of self-regulation, as well as any possible further rules of Talpa Radio in that regard.

16.3 At the request of Talpa Radio, the Client shall provide to Talpa Radio an accurate description of all the pixels, cookies, applications, plug-ins, and/or other technologies used to store data on the peripheral equipment of the user of the websites added and/or posted by the Client. The description shall at least include the purpose of the added technology, the data collected, accessed or measured, the retention period and the technology used.

16.4 Talpa Radio will place the Online Advertisements and process the data of the Client in accordance with the privacy and cookie policy of Talpa Radio. The Client declares to be familiar with the contents of this policy and hereby gives Talpa Radio permission to process the personal data of the Client.

16.5 The Client shall not use the Advertising Space contrary to the provisions of the agreement, the General Conditions of Talpa Radio, the relevant and applicable regulations (including but not limited to the Telecommunications Act and the General Data Protection Regulation) and due care deemed proper according to generally accepted standards. The Client is liable for any and all damage, including penalties incurred by Talpa Radio if this obligation is not fulfilled, and indemnifies Talpa Radio against any and all claims of third parties in this regard.

16.6 The placement and/or addition of pixels, cookies, applications, plug-ins and/or other technologies by the Client to the Online Advertisements that are used to store data on the peripheral equipment of the user of the Digital Media of Talpa Radio is exclusively permitted if legally valid permission thereto has been obtained. Talpa Radio will inform the Client of the scope of the permission it has obtained from the users of its Digital Media. The Client guarantees that it will not use any pixels, cookies, applications, plug-ins, and/or other technologies that do not fall within the scope of the permission obtained from Talpa Radio. The Client is liable for any and all damage, including penalties incurred by Talpa Radio if this guarantee is not complied with, and indemnifies Talpa Radio against any and all claims of third parties in this regard.

Article 17 – Rights of third parties

17.1 The Client guarantees that the Radio Commercial, Non-spot Advertising and/or Online Advertisement does not include anything that constitutes an infringement of any copyright, neighbouring right or other intellectual or industrial property right of any other and that the Client is authorised, in the broadest possible sense, to have the advertising material broadcast.

17.2 Therefore, without prejudice to the provisions of Article 10.5, the Client indemnifies Talpa Radio against any and all claims which third parties, more specifically under their copyrights or neighbouring rights to that which is included and used in the advertising material and furthermore for any other reason, may assert against Talpa Radio.

17.3 The Client undertakes to indemnify Talpa Radio against any and all claims of third parties for damage as a consequence of advertising material supplied by the Client.

17.4 If the Client requests that Talpa Radio retain the Radio Commercials, Non-spot Advertising and/or Online Advertisements in connection with a possible rebroadcast and/or re-placement, this shall take place entirely for the account and risk of the Client.

17.5 If third parties, under a copyright, neighbouring right to which they are entitled or under privacy or an unlawful act claim the termination of the broadcasts and/or publication and/or compensation in or out of court, the Client hereby fully indemnifies Talpa Radio against any and all damage and costs. Furthermore, Talpa Radio has the discretionary authority to settle claims of third parties out of court by means of a settlement against any reasonable payment, which the Client will be required to pay. The Client shall also reimburse any and all reasonable costs arising from or in connection with legal proceedings instituted by a third party against Talpa Radio and regarding which Talpa Radio is authorised to request an advance payment or financial security from the Client, which the Client shall promptly comply with.

Article 18 – Confidentiality of information and intellectual property rights

18.1 The Parties shall, either during the period of this agreement or thereafter observe secrecy with regard to the confidential information that becomes known to them and shall not disclose it and/or make it available for use to any third parties and shall only use it for the purpose for which it has been provided to

them. The term third parties also includes all persons employed in the organisations of the parties, who do not necessarily need to be informed of the information. For the purpose of these General Conditions, the term confidential information shall be taken to mean:

- any written or verbal information or information provided directly or indirectly in any other manner, which is identified as such and/or of which the other party knows or ought to know that it is confidential;
- any product, marketing, customer and/or other company information, which is identified as such and/or of which the other party knows or ought to know that it is confidential, regardless of the manner in which it has been provided;
- the contents of the agreement concluded between the parties, including prices and other conditions;
- any copy of the foregoing in any form whatsoever.

18.2 Unless the parties have made other agreements in this regard, Talpa Radio is the party entitled to the (advertising) concept presented by Talpa Radio to the Client. The Client shall not develop any concept, formula and/or format, apply for a trademark or make any other claim, anywhere in the world, with regard to the concept presented by Talpa Radio and it shall not enable anyone to do so, unless the parties have made further written agreements with regard to the taking over by the Client of the concept concerned.

18.3 The intellectual property of the entire Program Concept or any individual part thereof is vested in Talpa Radio. The Advertiser shall not develop any concept, formula and/or format, apply for a trademark or make any other claim anywhere in the world with regard to the Program Concept and it shall not enable anyone to do so, unless the parties have made further written agreements with regard to the taking over by the Advertiser of the intellectual property rights to the Program Concept.

Article 19 – Liability

19.1 Talpa Radio is not liable for any loss or damage of Radio Commercials and/or Advertising Material, unless the Client proves that this has been caused by intention or gross negligence of Talpa Radio and/or of those acting on instructions of Talpa Radio. Any liability of Talpa Radio for the loss or damage of Radio Commercials and/or Advertising Material shall at any rate be limited to the amount of the costs of producing copies thereof.

19.2 The Client is always expected to retain originals or copies. In the event of the loss or damage of a Radio Commercial and/or Advertising Material due to negligence of Talpa Radio the Client shall immediately provide a new copy to Talpa Radio for the account of Talpa Radio. If this request is not immediately complied with, the Client will be fully liable for all the damage and costs and shall remain liable to pay the agreed amount in full.

19.3 Talpa Radio accepts no liability regarding the quality of the broadcast of a Radio Commercial. Furthermore, Talpa Radio accepts no liability for the production process and the quality of a Radio Commercial produced by a production company by order of the Client via intermediary services of Talpa Radio.

19.4 If the broadcast of a Radio Commercial cannot take place at the originally determined time as a consequence of a human and/or a technical failure, with due observance of a reasonable

margin, Talpa Radio, without being liable to pay any compensation for any damage caused by the shift, shall endeavour to broadcast the Radio Commercial at another time to which the same rate applies, with due observance of the rights of third parties.

- 19.5 Complaints regarding any non-broadcast/-publication, imperfect broadcast/publication and/or broadcast/-publication of the wrong Radio Commercial and/or Online Advertisement are in principle only handled if they are in writing and documented and have been received by Talpa Radio within 10 (ten) working days after the date of the scheduled broadcast and/or publication. If the non-broadcast/-publication, imperfect broadcast/publication and/or broadcast/-publication of the wrong Radio Commercial and/or Online Advertisement is demonstrated by the Client, then Talpa Radio, without being liable to pay any compensation for any damage, shall try to the best of its ability to offer the Client the best comparable alternative possible. This shall not apply if Talpa Radio can demonstrate that the non-broadcast/-publication, imperfect broadcast/publication and/or broadcast/-publication of the wrong Radio Commercial and/or Online Advertisement is not attributable to Talpa Radio, its employees and/or its client, including a situation where the Radio Commercial and/or Online Advertisement has not been supplied in compliance with the Technical Regulations, and/or the circumstance is for the risk and/or account of the Client under the General Conditions.

Article 20 – Force Majeure

- 20.1 Talpa Radio may at all times suspend the broadcast of a Radio Commercial or Non-spot Advertising in the Programmes and/or publication of the Online Advertisement in the event of force majeure on the part of Talpa Radio, without Talpa Radio being liable to pay any compensation.
- 20.2 Force majeure on the part of Talpa Radio applies if Talpa Radio is prevented from fulfilling its obligations or from conducting preparations thereto as a consequence of circumstances beyond the control of Talpa Radio. This generally includes any events or circumstances in which Talpa Radio cannot be reasonably expected to fulfil the obligations.

Article 21 – Payment terms

- 21.1 Payments shall be made within 30 (thirty) days after the invoice date by the transfer of the payable amount to one of the accounts stated on the invoice.
- 21.2 After the lapse of 30 (thirty) days after the invoice date, the Client will be in default and shall owe interest in the amount of the statutory interest increased by 2% (two percent).
- 21.3 If the Client is in default or if the Client otherwise fails to fulfil one or more of its obligations, all reasonable collection costs out of court shall be for the account of the Client. The Client shall at any rate pay:
- | | |
|-----------------------------------|-----|
| - on the first € 2,500.- | 15% |
| - on any excess up to € 5,000.- | 14% |
| - on any excess up to € 12,500.- | 10% |
| - on any excess up to € 50,000.- | 6% |
| - on any excess up to € 100,000.- | 5% |
| - on any excess: | 4% |

- 21.4 If Talpa Radio proves that it has incurred higher costs which were reasonably necessary, these will also be eligible for reimbursement.

- 21.5 Talpa Radio may at any time when it deems this desirable, in its sole discretion request an advance payment or require security as determined by Talpa Radio.

Article 22 – Termination

- 22.1 Either Party is authorised to terminate the Agreement or part thereof out of court by means of a registered letter if the other Party, also after a written notice stipulating a reasonable period, remains in default in the fulfilment of its obligations arising from this Agreement.

- 22.2 Either party may, without any demand or notice of default being required, terminate the agreement out of court by registered letter if the Client is granted a (provisional) moratorium, the Client files for bankruptcy or is declared bankrupt, the company of the Client is liquidated, the Client ceases its current business, a substantial part of the assets of the Client is seized and/or the Client should otherwise be deemed unable to fulfil the obligations arising from this agreement.

Article 23 – Transfer of rights

- 23.1 The agreement concluded by Talpa Radio and the Client is strictly personal. The rights and obligations under this Agreement shall not be transferred or encumbered fully or in part except with prior written consent of Talpa Radio.

- 23.2 If an Advertiser who formerly acted as a Client wishes to use the intermediary services of another which it instructs to conclude (an) agreement(s) with Talpa Radio or if an Advertiser wishes to replace the Client which it had instructed to conclude (an) agreement(s) with Talpa Radio by another Client, Talpa Radio may give permission, without being in any way under any obligation to do so, to terminate the existing agreement after the new Client has presented itself as a Client to Talpa Radio on the instructions of the Advertiser.

- 23.3 The rights and obligations arising from the new agreement for the Advertiser and the new Client will be identical to the rights and obligations arising from the previous agreement for the Advertiser and the previous Client.

- 23.4 Talpa Radio will only give permission to such renewal of the agreement at the joint request of the Advertiser, the previous Client and the new Client. If Talpa Radio accepts the request for the renewal of the agreement, it will send a new agreement to the proposed new Client. The renewal of the agreement shall not come into effect until 6 (six) weeks after the copy of the new agreement signed by the new Client has been received by Talpa Radio, unless a later date has been agreed in writing. The previous agreement shall remain in force until the new agreement comes into effect.

Article 24 – Duty to negotiate in the event of disputes

- 24.1 If a dispute has arisen between the parties regarding the formation, interpretation, performance or non-performance or the incorrect or untimely performance of this agreement or if

either party believes that such a dispute exists, the parties shall try to reach agreement through negotiations.

Article 25 – Competent court and applicable law

- 25.1 If the parties are unable to reach agreement with regard to the dispute, the dispute may only be submitted to the court in Amsterdam if and insofar as this court is competent to take cognisance of the claim.
- 25.2 Any agreement between the Client and the Client is exclusively governed by Dutch law.

This is an English translation of the original Dutch text of the Talpa Radio General Conditions for the Sale of Advertising Space and Non-spot Advertising. In the event of discrepancies or ambiguity between the original Dutch text and this English translation thereof, the Dutch text shall be decisive.