

# **FD Mediagroep General Advertising Terms and Conditions**

## **SECTION 1 – GENERAL**

### **Article 1. Definitions**

In these General Advertising Terms and Conditions, the terms referred to below are interpreted as follows:

- a. Offer: Every pricing offer FD Mediagroep makes by publication in the media.
- b. Delivery conditions: The conditions which every advertisement must meet in order to be published. These conditions differ per medium and are specified per medium in these General Terms and Conditions.
- c. Advertiser: Any natural person or legal entity that publishes one or more advertisements in a medium, or wishes to do so.
- d. Advertisement: Any form of commercial communication that is placed in the media by the advertiser including, but not limited to, submitted notifications, sponsoring and advertorials.
- e. Advertising Order: Any request by the advertiser to FD Mediagroep to enter into an advertising contract.
- f. Advertising contract: A written agreement between FD Mediagroep and the advertiser regarding the publication of one or more advertising campaigns and/or single advertisements in a medium or several media.
- g. Advertising space: The freely available space which is intended for advertising in the media.
- h. Advertising rates: The current rates which apply for advertising in the various media, as continuously published on <www.fdmmediagroep.nl>, or any other rates agreed in writing with individual advertisers or media bureaus and agencies.
- i. General Advertising Terms and Conditions: These General Advertising Terms and Conditions which apply to all advertising contracts between FD Mediagroep and the advertiser.
- j. Audioboard: A fragment (sound and/or image) which is intended for distribution in the broadcasting time or on the digital channels of FD Mediagroep.
- k. Visitor: A user of the website, whether registered or otherwise, who visits the page on which the advertisement is displayed.
- l. Special Supplementary Conditions: The conditions and stipulations which apply in addition to these General Advertising Terms and Conditions, for advertising in a medium, which are also published on the websites.
- m. Commercial: An advertisement consisting of an (image and/or) sound recording for distribution during the advertisement broadcast, or during the title sequence of a programme. This includes so-called 'Audioboards'.
- n. Cookie: all (personal) data stored in a file, pixel, script or similar technology on the computer or other devices of users.
- o. FD Mediagroep:  
FD Mediagroep B.V., having its registered office and principal place of business in (1097 BL) Amsterdam, at Prins Bernhardplein 173, listed in the commercial register in Amsterdam under number 33292629; and/or one or more of its subsidiaries:  
Het Financieele Dagblad B.V., having its registered office and principal place of business in (1097 BL) Amsterdam at Prins Bernhardplein 173, listed in the commercial register of Amsterdam under number 33176422;  
Business Nieuws Holding B.V., having its registered office and principal place of business in (1097 BL) Amsterdam at Prins Bernhardplein 173, listed in the commercial register of Amsterdam under number 34134500;  
ESB B.V., having its registered office and principal place of business in (1097 BL) Amsterdam, at Prins Bernhardplein 173, listed in the commercial register in Amsterdam under number 62342738;

FD Business B.V., having its registered office and principal place of business in (1097 BL) Amsterdam at Prins Bernhardplein 173, listed in the commercial register of Amsterdam under number 34119495; and

FD/IP Nederland B.V., having its registered office and principal place of business in (1097 BL) Amsterdam, at Prins Bernhardplein 173, listed in the commercial register in Amsterdam under number 60398787;

- p. Impressions: The number of times that the advertisement will be shown to visitors as stipulated in the advertising contract.
- q. Single advertisement: an advertisement in the printed media.
- r. Media/Medium: all channels of the FD Mediagroep, including Het Financieele Dagblad and/or Business Nieuws Radio, including the related websites.
- s. Quotation: An offer in writing by FD Mediagroep to a specific advertiser.
- t. Radio advertising campaign: The series of commercials broadcast according to a schedule..
- u. Advertising campaign: A series of advertisements published within the framework of the advertising contract.
- v. Advertising spot: The broadcast time taken up by the broadcast of an advertisement.
- w. Broadcast time: The time during which advertisers' commercials are broadcast by FD Mediagroep, including the time which is used for the title sequence of a programme.
- x. Closing date: The date on which the advertising space for a particular medium ultimately needs to be reserved in order to be able to publish on the advertiser's date of choice.
- y. Tag: The HTML code on the website which indicates the position at which the advertisement is to be published.
- z. Ultimate date of delivery: The date on which the advertisement ultimately needs to be received by FD Mediagroep in order to be able to publish on the advertiser's date of choice. The ultimate date of delivery of all products can be found in the delivery specifications of the product at [www.fdmg.nl](http://www.fdmg.nl) and the references to these documents within these General Terms and Conditions.
- aa. Broadcasting scheme: An overview, prepared by FD Mediagroep, of the dates and times that the radio advertising campaign will be broadcast.
- bb. Website(s): The Internet websites of FD and sub-sites of these websites, related programme and event sites and all corresponding apps.
- cc. In writing: by letter, by fax or by e-mail.

## Article 2. General

1. The General Advertising Terms and Conditions apply to all offers and quotations of FD Mediagroep, as well as to all advertising contracts which are concluded between FD Mediagroep and an advertiser, unless the parties explicitly reach a different agreement in writing.
2. General terms and conditions of the advertiser, or any other conditions, do not apply, unless explicitly agreed otherwise in writing.
3. Deviations from these General Conditions only apply insofar as agreed explicitly in advance and in writing between FD Mediagroep and the advertiser and apply only to the altered stipulations in the relevant advertising contract.
4. If an advertising contract is concluded with two or more advertisers jointly, each of them will be severally liable for the fulfilment of the obligations resulting from the advertising contract.
5. Without prior consent in writing from FD Mediagroep the advertiser is not allowed to transfer its rights and/or obligations from the advertising contract to third parties.
6. FD Mediagroep is authorised to change these General Advertising Terms and Conditions. FD Mediagroep will publish any amendment to the General Advertising Terms and Conditions on <[www.fdmg.nl](http://www.fdmg.nl)>. The amended General Advertising Terms and Conditions apply to advertising contracts and offers and quotations which are concluded or made as from the day of publication of the amended General Advertising Terms and Conditions on <[www.fdmg.nl](http://www.fdmg.nl)>.

### **Article 3. Quotations and offers**

1. All quotations and offers by FD Mediagroep are always one-off, free of obligations and are valid for thirty days, unless indicated otherwise in the offer or unless Article 5.2 is applicable.
2. Prices and other conditions which apply to a quotation and an offer only relate to that particular quotation or offer or the resulting contract and therefore do not apply automatically to republication, new advertising orders, extension, renewal or continuation of an advertising contract.

### **Article 4. Options**

1. Options on advertising space are only considered to have been granted if FD Mediagroep has explicitly communicated in writing to the advertiser that advertising space has been reserved as an option for the advertiser.
2. Options always expire by operation of law on the expiry date as indicated in writing by FD Mediagroep, unless the advertiser has already called in the option. If an expiry date for the option has not been explicitly agreed, the option will expire on the fifteenth day prior to the relevant ultimate date of delivery. This due date is a term to be observed on penalty of forfeiture of rights.
3. If FD Mediagroep has granted an option to the advertiser and a third party has come forward to buy the reserved advertising space, FD Mediagroep can ask the advertiser in writing to decide within two working days if it wants to convert the option into a contract. If the advertiser does not want to use that possibility, or does not respond before the deadline, FD Mediagroep will be authorised to sell the advertising space to third parties.

### **Article 5. Formation of advertising contracts**

1. Before the formation of any advertising contract with regard to one or more advertising campaigns the advertiser will provide all particulars of the intended advertising campaign to FD Mediagroep. FD Mediagroep will issue an offer on the basis of these particulars and the advertising space which is available and free at that moment in time.
2. FD Mediagroep explicitly reserves the right to sell the offered advertising space to third parties, as long as the offer has not been accepted in writing by the advertiser and FD Mediagroep has received the acceptance.
3. Every advertising contract will be valid from the date of confirmation in writing by FD Mediagroep to the advertiser, except insofar as a different date is stated in that confirmation. If, due to circumstances, the first day of the advertising campaign is before the date on which the confirmation is sent by FD Mediagroep, the advertising contract will be considered to have started on the date of conclusion, or – if there is no date of conclusion for this particular medium – on the ultimate date of delivery.
4. If, due to urgency or another particular reason, the advertising contract is concluded by telephone, FD Mediagroep will confirm the advertising contract immediately by way of an email to the advertiser. If the advertiser does not agree to the confirmation sent by FD Mediagroep, it will inform FD Mediagroep to that effect within twenty-four (24) hours after FD Mediagroep sent said confirmation. If the advertiser fails to do this, the advertising contract will be formed at the end of this twenty-four (24) hour period.
5. If the advertising contract stipulates that a specific number of advertisements will be purchased during the term of the advertising contract, FD Mediagroep will be entitled to charge the unused advertising space to the advertiser upon expiration of the term of the advertising contract.
6. The parties can agree, supplementary to the advertising contract, that FD Mediagroep will execute the advertisement or commercial. These costs are not included in the advertising rates and will be charged separately by FD Mediagroep to the advertiser. The provisions and stipulations of these General Advertising Terms and Conditions also apply to those production contracts. Within the framework of a production contract FD Mediagroep does not guarantee results unless it has been explicitly laid down in writing that a certain result is to be guaranteed.

7. If FD Mediagroep sends examples or documents to the advertiser within the framework of an advertising contract, the advertiser will examine these immediately and carefully for mistakes and deficiencies, and return these approved or corrected to FD Mediagroep. If the advertiser does not communicate to FD Mediagroep within three days (or however shorter as indicated by FD Mediagroep) that the received file or document has been approved, the file or document will be considered to have been approved by the advertiser. Any deviations, mistakes and/or deficiencies which have not been identified in the approved files and documents will be for the advertiser's account and risk. Costs relating to the production and dispatch of the files and documents with examples and/or samples are for the advertiser's account and will be charged separately by FD Mediagroep.

#### **Article 6. Rates and discounts**

1. Advertising contracts are concluded on the basis of the advertising rates offered by FD Mediagroep and, in the absence of a specific statement of price, on the basis of the advertising rates which were current at the time of publication.
2. FD Mediagroep redetermines its advertising rates from time to time and publishes them on the website <[www.fdmmediagroep.nl](http://www.fdmmediagroep.nl)>.
3. All advertising rates exclude VAT and all other fees and costs, including any transport, packaging, forwarding and administration costs.
4. FD Mediagroep reserves the right to implement changes to the advertising rates during the course of an advertising contract and to amend the payment owed by the advertiser on the grounds of those new rates. FD Mediagroep will notify the advertiser as soon as possible in writing about all changes to the advertising rates, which will be implemented during the course of the advertising contract. If the advertising rates increase by more than 10%, the advertiser will be entitled to cancel the advertising contract in writing to FD Mediagroep within eight days after notification of the price increase, in which case the contract will end on the day of the price increase.

#### **Article 7. Invoicing and payment**

1. In the case of an advertising campaign FD Mediagroep will charge the delivered advertising space during the advertising campaign to the advertiser in two week instalments, by means of a specified invoice, which will always relate to the advertising space which has been delivered in the previous two weeks.
2. All invoices will have to be paid within fifteen (15) calendar days after the date of invoice, in the manner indicated on the invoice.
3. FD Mediagroep will not be held accountable if a single invoice has been sent late. The sole fact that the advertiser has not received the invoice from FD Mediagroep, on account of any performance, within the above-mentioned time period will never result in the advertiser not having to pay for the delivered service, nor will it imply a relinquishment of a right to payment on the part to FD Mediagroep.
4. If and as soon as the payment deadline has passed without FD Mediagroep having received full payment, the advertiser will be in default without additional notice of default being required. From the moment the default commences until the moment of the full payment of the due amount, the advertiser will owe late payment interest of one and a half (1.5) times the statutory commercial interest rate.
5. From the moment the default commences the advertiser will also be liable for the extrajudicial collection costs, which will be considered to be equal to fifteen (15) % of the invoice amount, with a minimum applying of EUR 500.00 per invoice. If the actual collection costs reasonably incurred by FD Mediagroep are higher, FD Mediagroep will be entitled to charge the actual collection costs to the advertiser.
6. The advertiser is not allowed to suspend the payments which result from this advertising contract, or to set these off against any claims the advertiser might have at any moment vis-à-vis FD Mediagroep.

7. In the event of the advertiser's liquidation, bankruptcy, seizure or a suspension of payments, or if the advertiser fails to fulfil any obligation which results from the advertising contract, all the advertiser's obligations which result from this advertising contract and any other contracts which exist between parties will become immediately and fully payable.
8. If the advertiser did not provide FD Mediagroep with proper and complete materials, free from flaws and suitable for publication of the advertisement, as specified in, for example, the delivery conditions in these General Advertising Terms and Conditions, FD Mediagroep will be entitled to charge the advertiser the resulting supplementary technical and administrative costs, on top of the agreed upon advertising rates.
9. FD Mediagroep is entitled to demand an advance payment of the advertiser before the start of any advertising campaign or the publication of any single advertisement.

#### **Article 8. Requirements regarding the advertisement and the advertiser**

1. The advertisement must be delivered in good condition and fully in accordance with the delivery conditions by no later than the ultimate date of delivery. This deadline is a term to be observed on penalty of forfeiture of rights. If it is exceeded, the advertiser will be in default without additional notice of default being required, after which FD Mediagroep will not be obliged to fulfil its obligations from the advertising contract, without prejudice to the right of FD Mediagroep to full payment of the agreed price for the advertisement and/or advertising campaign.
2. The advertisement will be forwarded to FD Mediagroep for the advertiser's account. The risk with regard to the information carrier on which the advertisement will be delivered, will be for account of FD Mediagroep, from the moment of receipt by FD Mediagroep.
3. The advertiser undertakes vis-à-vis FD Mediagroep to do or refrain from doing everything that can reasonably be asked from it, to ensure that the information carrier does not contain viruses or other attributes which could damage the hardware and/or software of FD Mediagroep. In particular the advertiser will continuously protect its network with antivirus software, which is technically up-to-date.
4. The advertisement needs to be fully compatible with all requirements which result from the applicable legislation and regulations and generally acceptable standards. In particular, the advertisement needs to fulfil the following requirements, without this list being exhaustive:
  - a. The advertising space may not be used for goals which compete with, or are contrary to, the goals of FD Mediagroep, unless FD Mediagroep has explicitly agreed to that in advance in writing.
  - b. The advertiser is clearly and unambiguously identified in the advertisement.
  - c. The advertisement relates to the business, services and/or products of the advertiser.
  - d. The Advertisement has to be clearly and unmistakably recognizable as commercial communication.
  - e. Advertisements may not be incompatible with the statutory rules regarding Advertisements, and must be in complete accordance with the Netherlands Advertising Code.
  - f. Advertisements regarding financial services and products must be in complete accordance with the rules of the AFM.
  - g. Advertisements may not be offensive to the Royal Family or to other persons who are well-known locally, nationally or internationally, or to groups of people with specific common properties.
  - h. The advertisement may not violate any portrait right.
  - i. The advertisement may not be misleading or confusing.
  - j. The advertisement has to be compatible with the professional, business-like image of FD Mediagroep.
  - k. The advertisement may not, in the opinion of FD Mediagroep, be indecent, hateful, inflammatory, discriminating, of a sexual nature, shocking or offensive, or contrary to anything which is generally considered to be proper.
5. The advertiser guarantees FD Mediagroep that the content of the advertisement:

- a. corresponds with the provisions of these General Advertising Terms and Conditions;
  - b. does not damage the image or other interests of FD Mediagroep or one of her subsidiaries in any way.
6. The advertiser guarantees FD Mediagroep that the publication of the advertisement does not violate any third-party intellectual and/or industrial property rights and the Advertiser guarantees FD Mediagroep that it is entitled to use all copyrights, trade names, logos, portrait rights and other intellectual property rights contained in the advertisement, and to issue a right of use to FD Mediagroep to publish the advertisement in the media.
  7. The advertiser indemnifies FD Mediagroep against all judicial and extrajudicial third-party claims relating to the advertiser's obligations on the basis of this Article 8. FD Mediagroep will inform the advertiser immediately and in writing of any related third-party claim. The advertiser will fully compensate FD Mediagroep in relation to claims referred to in this paragraph.
  8. The advertising contract will never give the advertiser the right to influence on the editorial content and decisions of the FD Mediagroep.

### **Article 9. Publication of the advertisement and FD Mediagroep**

1. FD Mediagroep undertakes in an advertising contract to publish the advertisement which has been delivered by the advertiser punctually and in accordance with the delivery conditions, in the manner provided for in these General Advertising Terms and Conditions.
2. The agreed date of publication is only an indication and not a date to be observed on penalty of forfeiture of rights, unless the parties have explicitly agreed otherwise in writing.
3. FD Mediagroep will take care when publishing the advertisement. In the event of apparent deficiencies or the unsuitability of the information carrier on which the advertisement has been delivered, FD Mediagroep will inform the advertiser immediately by e-mail or by telephone. In that case the advertiser will ensure that a new version of the advertisement is delivered immediately.
4. FD Mediagroep will always be entitled not to publish the advertisement, without being obliged to pay compensation, if:
  - a. it thinks that doing so is in violation of the provisions of these general conditions;
  - b. if the relevant advertising space is needed for urgent messages and/or submitted notifications, such as obituary notices, or in case of malfunctions, or when the space is used for other purposes on editorial grounds;
  - c. the information carrier on which the advertisement is delivered is technically defective or unusable, or is of poor quality;
  - d. technical problems occur in conjunction with the publication/broadcast of the advertisement;
  - e. the advertisement has already led to complaints by FD Mediagroep readers, visitors and/or listeners when published on a previous occasion;
  - f. the advertisement does not fit in with the nature and scope of the other advertisements in the relevant programme or edition of the Medium, the good reputation and quality of FD Mediagroep.
5. If during an advertising campaign the placement of advertisements on several media has been agreed, FD Mediagroep reserves the right to drop a medium or a part thereof. If FD Mediagroep takes a decision to this effect during an advertising campaign, the advertiser will be entitled to abandon the remaining part of the advertising campaign, or to refer it to another Medium of FD Mediagroep at the applicable rates for that medium.
6. FD Mediagroep is authorised to refuse, retract, or withdraw a reservation for an advertisement and/or the broadcasting of a commercial if the publication of the advertisement or the broadcast of the Commercial could be contrary to the interests of FD Mediagroep or the interests of its advertisers. FD Mediagroep is also authorised to do this if the publication of the advertisement or the broadcast of the commercial would be contrary to social values and standards, public morality and any provision on the basis of the current legislation and regulations, or any other stipulation by which FD Mediagroep is bound. In that case FD Mediagroep is not obliged to pay compensation.

7. FD Mediagroep is entitled to keep the advertisement as long as it sees fit. This period will be at least one year and at least three years for radio commercials. After this period FD Mediagroep is entitled to destroy the advertisement.
8. FD Mediagroep reserves the right to comply with instructions of the competent authorities, including but not limited to: the Ministry of Justice, the Dutch Media Authority, the Advertising Standards Committee, the Appeals Tribunal, the Board of Inspection for the Promotion of Medicines, the Netherlands Authority for the Financial Markets and their legal successors.
9. FD Mediagroep bears no responsibility for the degree of success of an advertising campaign, nor for the extent to which the target audience is effectively reached.

#### **Article 10. Cancellations and postponements**

1. The advertiser is entitled to cancel or to postpone the advertising campaign. The advertiser must notify FD Mediagroep about this in writing.
2. If an advertising campaign is cancelled within one week (5 working days) before the ultimate date of delivery, the advertiser will owe fifty (50) % of the advertising rates of that campaign and FD Mediagroep will be entitled to charge the costs incurred by FD Mediagroep for the campaign to the advertiser. If the advertising campaign is cancelled after the ultimate date of delivery, the advertiser will have to pay the full agreed amount based on the applicable advertising rate of the advertising campaign. These amounts are due as soon as FD Mediagroep is notified about the cancellation of the advertising campaign.
3. If more than 25% of the original amounts of the reserved advertising space is cancelled or postponed outside the cancellation deadline referred to in Article 10.2, FD Mediagroep will be entitled to charge the advertiser a fee of 25% over the part of the contract which is not yet implemented.
4. An advertising campaign can be moved or postponed by the advertiser or by FD Mediagroep. However, if an advertising campaign is moved or postponed by a period of more than two months, counting from the originally agreed publication date, this will be considered to be a cancellation.
5. Reservations and orders for creative tailor-made concepts (for example as part of a branded content campaign) can only be cancelled if and insofar as such has been explicitly agreed. In the event of cancellation the advertiser is always obliged to pay, in addition to payment of the cancellation costs, the costs already incurred by FD Mediagroep at the time of the cancellation.

#### **Article 11. Liability**

1. FD Mediagroep is only liable for direct damage to the advertiser caused by a failure to fulfil any obligation resulting from the advertising contract, exclusively including replacement compensation, reasonable costs incurred to prevent or limit such damage, reasonable costs incurred in establishing such damage as well as reasonable costs incurred in order to obtain extrajudicial fulfilment.
2. In the event of a failure to fulfil the obligation to publish the advertisement by FD Mediagroep, the advertiser will only be entitled to republish the advertisement or the commercial.
3. The liability of FD Mediagroep as referred to in the first paragraph of this article is limited to the value of the relevant advertising contract.
4. On the basis of the advertising contract FD Mediagroep will never be liable for indirect damage to the advertiser resulting from or relating to the execution of the advertising contract. Indirect damage includes consequential loss of turnover or profit, missed savings, damage due to business stagnation, reduced goodwill, third-party claims and material loss, not being material damage or physical injury.
5. FD Mediagroep is not liable for damage that results from programming by third parties, which can lead to the change, destruction, deformation, deactivation or discarding of software, hardware or data of the advertiser.
6. The liability of FD Mediagroep is, in any event, always limited to the amount that is unconditionally paid out by the insurer of FD Mediagroep.

7. Damage must be reported immediately by the advertiser to FD Mediagroep by telephone, and as fast as possible in writing, so that the latter is able to prevent any spread of the damage and to perform or have performed a proper examination of the damage in good time. If the advertiser does not observe what has been agreed in the advertising contract, any later spread of the damage, including the costs to prevent, limit and determine the damage, will not be eligible for reimbursement. Damage that is not reported in writing by the advertiser to FD Mediagroep within one week after the detection will not be compensated.
8. The exclusions and limitations referred to in this article do not apply if the damage is the result of intent or gross negligence by the party which caused the damage, or its company director (s), nor if any guarantee is violated or if an indemnification is issued.

### **Article 12. Force majeure**

1. If a party cannot fulfil its obligations which result from the advertising contract due to force majeure, these obligations will be suspended for a period of two weeks. If the force majeure continues after the end of this period, any of the parties can notify the other(s) of the immediate termination of the advertising contract.
2. Force majeure will be interpreted in the context of this advertising contract on the basis of the provisions of Article 6:75 of the Dutch Civil Code, on the understanding that this includes power failures, network failures, illness, or strikes at a supplier, distributor or contractor of FD Mediagroep, unforeseen hardware and software failures and large-scale outbreaks of illnesses and/or (precautionary) measures to mitigate these, which affect the services of the FD Mediagroep.
3. FD Mediagroep reserves the right to invoke force majeure if this situation occurs at a moment that FD Mediagroep should already have fulfilled its obligations.

### **Article 13. Complaints**

1. Complaints have to be communicated by the advertiser to FD Mediagroep in writing within fourteen working days after the publication date.
2. The advertising contract will be considered to have been performed properly by FD Mediagroep if the advertiser has not submitted a complaint within the period referred to in this article.
3. The advertiser is not entitled to suspend its payment obligations with respect to any complaint.

### **Article 14. Dissolution and suspension**

1. FD Mediagroep is entitled to dissolve or to suspend the advertising contract immediately by sending a registered letter to the other party, without a prior notice of default being required, if and as soon as the bankruptcy of the other party is filed for or declared, the other party files for its own bankruptcy or requests a suspension of payments, a substantial part of the other party's assets is seized, or the decisive control over the business is transferred to another owner.
2. The list of grounds for dissolution and suspension in the first paragraph is not exhaustive and does not prejudice other legal grounds for dissolution and suspension, nor any other right vested in FD Mediagroep on the basis of the law.

### **Article 15. Privacy**

1. The way in which FD Mediagroep handles the protection of advertisers' personal data is included in the [Privacy statement](#) as included on the website(s).

### **Article 16. Choice of forum and law**

1. These General Advertising Terms and Conditions and the advertising contract are exclusively subject to Dutch law.



2. In the event of any dispute between FD Mediagroep and the advertiser the district court in Amsterdam will be exclusively competent in the first instance will have jurisdiction to entertain the dispute.

## **SECTION 2 – SINGLE ADVERTISEMENTS; SPECIFIC STIPULATIONS FOR ADVERTISEMENTS IN PRINTED MEDIA**

### **Article 17. Applicability**

This section is additionally applicable to single advertisements.

### **Article 18. Single advertisements**

1. Single advertisements will be charged on the basis of the format rates which apply on the date of publication.
2. Advertising contracts relating to single advertisements will be formed by the execution of an advertising order from the advertiser by FD Mediagroep.
3. Advertising orders relating to single advertisements will not, in principle, be confirmed by FD Mediagroep to the advertiser.
4. In the instructions to publish a single advertisement the advertiser can indicate the desired location and/or date of publication.
5. FD Mediagroep will regard an indication for a certain location or date of publication as a request, but cannot, in any way, guarantee that the advertisement will actually be published in the desired location and/or on the desired date of publication. FD Mediagroep reserves the right to publish the advertisement without the advertiser's prior consent in a different location or on a different date, unless it has explicitly confirmed otherwise in writing.
6. Mistakes in advertisements which have been registered by telephone, and mistakes which are due to unclear notification by letter, are fully accountable to the advertiser. In relation to this the advertiser does not have any right to indemnity, rectification or price reduction, nor to free republication.

### **Article 19. Delivery conditions**

1. The ultimate date of delivery of single advertisements in the Financieele Dagblad and FD Persoonlijk [are stated here on the website of FD Mediagroep.](#)
2. Het Financieele Dagblad  
FD mediagroep accepts advertisements in the form of certified PDFs for the Dutch newspapers (CMYK, 200 dpi). Advertisements in RGB and highlight colour cannot be used. We can do the layout work for simple ads (line work, with 1 or 2 images) for you (€150 excl. VAT). On reservation, the order department will send you an e-mail confirmation with upload instructions and submission deadlines.
3. FD Persoonlijk, FD Outlook and Tempus  
For the print editions, the material must comply with the form of certified PDF for Dutch magazines (CMYK, 300 dpi). Advertisements in RGB and highlight colour cannot be used. On reservation, the order department will send you an e-mail confirmation with upload instructions and submission deadlines.
4. Obituaries, marriage and birth announcements  
You can also publish family announcements on an advertising page in Het Financieele Dagblad, namely an obituary, marriage or birth announcement. Your advertisement will be drawn up as requested in B&W. Please send your text to [order@fd.nl](mailto:order@fd.nl).

### **Article 20. Publication of the advertisement**

1. The advertiser is responsible for the correct submission of advertising material which fulfils the norms and standards imposed by FD Mediagroep. Advertising files which do not comply will be

refused. In that case the advertiser will submit new material itself and FD Mediagroep will not make any changes to the files submitted.

2. FD Mediagroep is not liable for the printing quality of the advertisement, unless insofar as proof can be provided that the poor printing quality was caused by its intent or gross negligence.
3. If an advertising campaign is executed fully or partly by way of inserts in one or more media, FD Mediagroep will not, in any way, guarantee that the inserts actually reach the subscriber.
4. If, within the framework of an advertising campaign, samples of products are used, which are attached to the medium by way of a sealing method, the advertiser will be fully liable for any ensuing damage and will judicially and extrajudicially indemnify FD Mediagroep and its distributors against all third-party claims relating to these products.

### **SECTION 3 – SPECIFIC STIPULATIONS FOR THE DIGITAL ADVERTISING POSSIBILITIES OFFERED BY FD MEDIAGROEP**

#### **Article 21. Applicability**

This section is additionally applicable in the event that the digital advertising possibilities of FD Mediagroep are used, including digital audio advertisements.

#### **Article 22. Delivery conditions**

1. The advertiser gives FD Mediagroep, for the agreed time span and the agreed use, an unconditional, irrevocable, unlimited and worldwide licence regarding the publication of the advertisement and all intellectual and/or industrial property rights contained therein
2. The ultimate date of delivery of [digital audio is stated here on the FD Mediagroep website.](#)
3. The ultimate date of delivery of [display advertising is stated here on the FD Mediagroep website.](#)
4. FD Mediagroep will post the advertisement on the website in question and will do so in a careful and professional manner.
5. FD Mediagroep will execute the implementation of the hyperlink and the advertisement in such a way that third parties cannot easily use the hyperlink to gain unlawful access to the advertiser's website. To this end FD Mediagroep will use software which can be defined as 'state of the art'. The obligation included in this paragraph is a duty to perform.

#### **Article 23. Delivery of the advertisement**

1. The advertiser must submit the advertisement to FD Mediagroep before the ultimate date of delivery in good condition, complete and in the right format by e-mail and the advertisement must be accepted by FD Mediagroep on the basis of the agreed qualifications as agreed more specifically in the advertising contract.
2. The advertiser will supply FD Mediagroep with the advertisements and the data which is necessary to implement any agreed hyperlink to the website of the advertiser. If the advertiser wants to monitor the advertising campaign on its own ad management system, the advertiser must supply a tag which facilitates the connection to that system.

#### **Article 24. Ad Management**

1. FD Mediagroep will place the advertisement in the advertisement position and will display it to visitors for the duration of the advertising campaign, in accordance with the agreed number of views as specified in the advertising contract.
2. The advertiser has the right to measure (count) the number of views of the advertisement during the advertising campaign, on the condition that this data is collected exclusively by means of anonymous advertising statistics.
3. FD Mediagroep makes the use of frequency caps available to the advertiser free of charge and these will be determined in consultation with FD Mediagroep.

4. FD Mediagroep guarantees the delivery of at least 98% of the agreed impressions. If fewer impressions are achieved, the campaign period will be extended in consultation with the advertiser until the agreed number of impressions is achieved.

#### **Article 25. Monitoring by the advertiser**

1. If the fee payable by the commissioning party is to be determined using the measuring systems (for example to determine the number of clicks or leads) the systems of FD Mediagroep will take precedence.
2. FD Mediagroep offers the advertiser the possibility of continuously monitoring the advertising campaign in between times and to assess whether the advertising campaign should be changed in any way. In this way FD Mediagroep offers the advertiser the possibility of continuously optimising the advertising campaign and to realise an optimal result.
3. In the event that the advertising campaign does not score well in terms of the click ratio, the advertiser can decide to adapt the advertisement or to put it in a different advertising position, if this is available. All costs related to the alteration of the advertising campaign, such as costs relating to the replacement of the advertisement and the price difference in comparison with the stipulations from the advertising contract, will be charged in full to the advertiser.
4. If at any moment the true number of views is lower than the agreed number of views, the parties will consult about how the true number of views can be increased. Any additional costs will be for the advertiser's account.
5. At the end of the advertising campaign FD Mediagroep will issue a report to the advertiser detailing the actual number of views, clicks and the conversion between the two (the click ratio) for the whole of the advertising campaign and separately for each single advertisement on the website.
6. Within the framework of this advertising contract FD Mediagroep will not provide feedback to the advertiser if this can be traced back to individual visitors.
7. The advertiser is not permitted to place cookies, pixels or scripts and/or to use similar techniques to gain access to information in the peripheral equipment of users of websites or apps of FD Mediagroep, or to collect information in any other way by that means, other than exclusively after explicit written permission from FD Mediagroep and only under the conditions of FD Mediagroep. In doing so the advertiser will comply with the privacy statement of the FD Mediagroep.
8. If FD Mediagroep has granted said explicit written permission, the advertiser will always be obliged to obtain prior permission from a user, as defined in the General Data Protection Regulation (GDPR), via the consent management platform used by FD Mediagroep before the advertiser uses information about this user in order to retarget the user, or otherwise to approach the user with audience targeting or behavioural targeting and/or other forms of personalised communication.
9. In all cases the advertiser will only be permitted to collect information in the form of anonymous metadata which provides an insight into (i) how often the advertisement has been viewed (number of impressions) and (ii) the number of clicks with the following additional data: screen resolution, browser and operating system used and which parts of the advertisement has been viewed in which period.
10. Please refer to the [cookies policy](#) at [www.fdmg.nl](http://www.fdmg.nl) for more information regarding the use of cookies by FD Mediagroep.

#### **Article 26. Programmatic buying**

1. Advertising by means of programmatic buying is subject to additional conditions. Advertisements must fulfil the following requirements in terms of content: No pop-ups/pop-unders, redirecting, view to app store, etc. A clear representation of the advertiser/brand in advertisement. The advertisement format must be uniform as regards the size of the ad slot. It is not permitted to serve blanks. A clear representation of the advertiser/brand on landing page. No

irritating/detracting portrayal of advertisements. Communication must be in Dutch or English. Advertisements must not be offensive in any way. It is not permitted to distribute malware or other undesirable software. The communication must be clear and transparent for visitors.

#### **Article 27. The websites of the FD Mediagroep**

1. FD Mediagroep will set up, host, safeguard and maintain the relevant website with care, and will publish and monitor the advertising campaign with care.
2. FD Mediagroep puts the website at the advertiser's disposal in the condition it is in during the advertising campaign, therefore 'with all faults' and 'if available'.
3. FD Mediagroep issues no guarantees to the advertiser whatsoever regarding the unhindered use by the visitor, the absence of restrictions, rights of retention or violations of third-party intellectual and/or industrial property rights on the website, the uninterrupted and/or flawless access to the visitor, minimal maintenance periods or minimal downtimes, nor any other guarantee regarding the website.
4. The advertiser must refrain from any use of the website which is unlawful or could be harmful to the interests of FD Mediagroep, other businesses belonging to FD Mediagroep, suppliers of information on the website and/or service providers of FD Mediagroep, other advertisers on the website and/or users of the website.

### **SECTION 4 – SPECIFIC STIPULATIONS FOR ADVERTISING ON BNR NIEUWRADIO**

#### **Article 28. Applicability**

This section is complementary and applicable in case of advertisements on BNR Nieuwsradio.

#### **Article 29. The commercial**

1. The delivery specifications for advertising on BNR Nieuwsradio [can be found here on the website of FD Mediagroep](#).
2. The commercial must be submitted by the advertiser to FD Mediagroep by no later than the ultimate date of delivery in good condition and fully in accordance with the delivery conditions. This deadline is a term to be observed on penalty of forfeiture of rights and if it is exceeded the advertiser will be in default without any additional notice of default being required.
3. The commercial must last at least 5 seconds, and may not be longer than 60 seconds. Different lengths can only be accepted after consultation. The commercial will comply with the technical specifications referred to in the advertising contract.
4. The advertiser will only provide FD Mediagroep with a broadcasting copy and is obliged to keep and in any event retain the original for the duration of the radio advertising campaign. The advertiser will provide FD Mediagroep, at the latter's first request and without delay, with a new broadcasting copy for the purpose of broadcasting during the radio advertising campaign.
5. The broadcasting copy must be delivered to the offices of FD Mediagroep for the advertiser's account and risk. The ownership and risk relating to the broadcasting copy will transfer to FD Mediagroep at the moment of delivery.
6. FD Mediagroep is entitled to store and archive the broadcasting copy as long as it sees fit. This period will be at least three years long. After this period FD Mediagroep will be entitled to destroy the broadcasting copy.
7. FD Mediagroep will not use the broadcasting copy in any other way than the way provided for in this advertising contract.
8. If, after the formation of the advertising contract but before the actual broadcast of the commercial, the commercial appears to exceed the agreed advertisement broadcast for the advertising spot, the advertiser will notify FD Mediagroep immediately.
9. Any fees which are due to BUMA/STEMRA and/or SENA, or to any other third party or collective rights organisation, which can lay claim to any remuneration on account of intellectual and/or

industrial property rights relating to the making of the advertisement, commercial or Audioboard, will be entirely for the advertiser's account and risk. The advertiser guarantees to FD Mediagroep that the music used in the commercial will be registered in time and correctly with BUMA/STEMRA and/or SENA, or with the relevant third party, and that the fees which the advertiser is due for the use of the music in the commercial will be paid in time and fully to BUMA/STEMRA and/or SENA, or that third party.

### **Article 30. Broadcast of the commercial**

1. FD Mediagroep will take due care when broadcasting the commercial. In particular FD Mediagroep will, if this is reasonably possible, test the commercial before the first broadcast, without there being any formal obligation to do so. In the event of faults or unsuitability in terms of the broadcasting copy, FD Mediagroep will notify the advertiser immediately by e-mail. In that case the advertiser will provide a new broadcasting copy of the commercial by return.
2. FD Mediagroep reserves the right at all times to refuse a commercial, if it thinks it does not fit in well with the nature of the programme, the nature and length of other Commercials in the relevant advertisement section, the reputation and quality of FD Mediagroep, or because it damages the broadcast or the reputation of FD Mediagroep in another way.
3. FD Mediagroep reserves the right to change the broadcasting schedule and the broadcasting time in the event of reports of general interest and/or high news value, with regard to which reporting cannot be postponed. FD Mediagroep can also decide not to broadcast a commercial or to postpone it if its content does not relate to an item of breaking news. Wherever possible FD Mediagroep will place the commercials which have been transferred for that reason in the same time slot on the same day, if still available. If this is not possible FD Mediagroep will place the commercial in the same time slot, or in a time slot which is compatible in terms of the price, on another day within the period of the agreed advertising campaign. If it is not possible to broadcast the commercial at a similar point in time within the period of the advertising campaign, the parties will have to find a reasonable solution on the basis of mutual consultation.
4. FD Mediagroep is entitled not to broadcast the commercial entirely or partly on the agreed upon time if the commercial is longer than the agreed time slot. The costs and risks of this are fully accountable to the advertiser.
5. FD Mediagroep is entitled to provide sound recordings of the broadcast to the Dutch Media Authority [Commissariaat voor de media] and/or other authorities, if they request such.

***General Advertising Terms and Conditions of FD Mediagroep B.V., August 2020***