

TERMS AND CONDITIONS

1. These conditions are to be applied on the realization and execution of the agreement between Transfer and the advertiser or his representative concerning the broadcast of commercials or sponsoring on the television channels represented by Transfer.
2. From 01/01/2019 Agency Commission is no longer applicable.
3. The advertiser and his representative are fully responsible for:
 - i. The content and form of the commercials or sponsoring. For billboards, it is allowed to include the name of the sponsor, logo, product, service and sound and/or image recognition signs or an image supporting a slogan of the sponsor. It is not allowed to make indications of price(s), discounts, promotions, opening hours, addresses, telephone number(s) or the location of the distribution point. Encouraging words such as 'free', 'new', 'available from', 'cheap', 'only valid if', etc. deceptive language and persuasive use of words are not allowed in a billboard format.
 - ii. All of the costs in relation to the broadcasting of the commercials or sponsoring;
 - iii. The clearing of any intellectual property ownership, including but not limited to the copyright and related rights, in relation with the commercials or sponsoring and their broadcast and to be able to prove the clearing of the commercials or sponsoring in writing.
4. The advertiser and his representative ensure that the commercials or sponsoring to be broadcasted by the channels represented by Transfer are in no way alien to:
 - i. Any applicable legal conditions, included but not limited to the law of April 6th, 2010 concerning the protection of customers and the Flemish Decree concerning the broadcast of radio and television of march 27th 2009;
 - ii. Any applicable decree established by self-regulation;
 - iii. Any specifications, including but not limited to technical specifications, as declared by Transfer;
5. The advertiser and his representative ensure that the commercials or sponsoring to be broadcasted on the channels represented by Transfer in no way violate the right of a third party, or can in any way be perceived as deceptive, misleading, obscene, slanderous, illegal or unethical, or defame Transfer or the channels represented by Transfer in any way.
6. The advertiser and his representative secure Transfer and the channels represented by Transfer from any damage caused by the commercials or sponsoring belonging to the advertiser and his representative or from acting alien to these conditions and/or the agreement.
7. Transfer is granted to refuse commercials or sponsoring for broadcast at its own discretion and without reason.
8. Transfer has no guarantee concerning the exact moment and layout of broadcast of the commercials or sponsoring and is entitled to change the moment and layout of broadcast.
9. Transfer is in no way responsible for any damage inflicted upon the advertiser or his representative caused by broadcasting or not broadcasting the commercials or sponsoring.
10. The advertiser and/or his representative should comply all the costs of the broadcast of the commercials or sponsoring as invoiced by Transfer within 60 days after the invoice date.

11. If Transfer should offer reductions, they are only valuable if the entire amount of the investment of commercials or sponsoring as written on the order is paid by the advertiser or his representative according to the terms.

12. These conditions and the agreement between the advertiser or his representative and Transfer (and its realization) are subject to the Belgian law. Any disagreement between Transfer and the advertiser or his representative will be submitted to the competent Belgian court.

13. Transfer NV tries to ensure that advertisers of the same competition code will be separated as much as possible in a commercial break. Furthermore there is only one competition code valid on advertisers with tag-ons of other products in peak periods.

14. The budget, signed for on the order, will be invoiced at 100% when the media campaign is cancelled.

15. The advertiser and his representative ensure that the commercials or sponsoring as to be broadcasted by the channels represented by Transfer are spoken or subtitled in the language of the country or region of broadcast.

16. The prime-time hours at Transfer are considered Monday – Sunday between 17.00-25.00, unless demanded explicitly in writing and accepted by Transfer, at least within 15 days before the start of the campaign

17. The advertiser grants to Transfer and its channels a non-exclusive right (with a right to sublicense to its representatives) to use (including the right to publish, reproduce and distribute) the advertiser's logo(s), the Ad and/or Sponsorship materials and all Intellectual Property Rights (including any music and other performance rights) included in the Ad and/or Sponsorship materials, for transmission solely for the purpose of and in accordance with the terms of this Agreement on the Channels and/or Websites and/or any Transfer and its channels (out) branded platform and/or area of third party platform via, including satellite, cable, terrestrial, IPTV/ADSL/DSL, online (including for the avoidance of doubt Internet), mobile networks (inter alia 3G/4G); regardless of delivery method and/or technology and to any device; either as part of a linear feed (including any standalone feed, simulcasting or retransmission) or as part of any type of on demand service in the form of "instant restart"/"start-over", "catch-up" or any other type of non-linear viewing functions; regardless of the form of legal relationship with the end user (for free or for a fee); and whether broadcasted in 'High Definition' or otherwise;

18. The advertiser warrants that:

i. it holds (and has paid for where applicable) all necessary licenses, rights, clearances, consents and waivers for the production and the transmission on the Channels and Websites of any Advertisement and/or Sponsorship materials, and all content contained therein, including copyright in the Advertisement (including any and all music included therein) and/or the appearance of any person in the Advertisement and/or trade mark rights in any logos or similar marks appearing in the Advertisement;

ii. no Advertisement and/or Sponsorship will be defamatory of, or infringe the rights of, any third party, or be obscene, or be prejudicial to the image or reputation of Transfer and its channels and/or the Websites and or expose Transfer and its channels and/or its Affiliates to civil or criminal proceedings;

iii. all Advertisements and/or Sponsorships will comply with all applicable statutes, laws, rules, regulations, guidelines, codes (whether having the force of law or not) of any governmental or regulatory authority or agency (including without limitation the requirements and regulations under the Dutch Media Act (i.e. the "Nederlandse Mediawet"), media regulations and guidelines provided by the Dutch Media Authority from time to time, the Dutch advertising code (NRC) and the Flemish advertising code and the Dutch institute for age classification for audiovisual content (NICAM)) and/or any other Dutch and/or Flemish based regulator

with applicable authority or other relevant authority from time to time, and any guidelines issued by VIMN from time to time;

iv. it will indemnify and keep Sales Company and (Transfer) the channels indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from any breach of any obligations, representations or warranties given by the advertiser.

19. The advertiser undertakes and guarantees to ensure that all Intellectual Property Rights incorporated in Ads and/or Sponsorships shall be pre-cleared with the relevant rights holders and/or collecting societies for linear and non-linear transmission, regardless of technology or platform, including by requesting warranties to that effect by the advertisers.

20. The Advertiser or any of its subsidiaries, affiliates, directors, officers, employees, consultants, agents and other representatives shall at all times comply with all applicable laws, regulation, governmental rules, guidelines and codes relating to bribery and corruption, including without limitation applicable Foreign Corrupt Practices Act legislation, US Securities and Exchange Commission legislation and OECD Convention legislation, and shall not, nor shall any person on its behalf, directly or indirectly offer or give (or agree to offer or give) any gift, benefit, entertainment or other consideration to any person which is intended to induce or encourage, or which has the effect of inducing or encouraging, to breach any duties or obligations of that person.

21. The Advertiser shall ensure that all persons acting on its behalf in connection with the Agreement do not, directly or indirectly, receive or agree to receive any gift, benefit, entertainment or other consideration from any person which is intended to induce or encourage, or which has the effect of inducing or encouraging, such person to breach any duties or obligations Advertiser owes to Licensee or (as the case may be) the person acting on the Advertiser's behalf owes to Advertiser.

Subject to Transfer NV General Sales Conditions and Delivery Policy - Transfer NV, Broederminstraat 9, 2018 Antwerp, Belgium - Mail: planning@mytransfer.be, Tel. +32 3 613 22 55