



BOARDROOM
THE BEST RESOURCE FOR ASSOCIATIONS

TERMS & CONDITIONS

A. Publisher's right to reject, cancel or terminate orders

BOARDROOM magazine reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject any advertising copy, whether or not the same has already been acknowledged and/or previously published. In the event of such cancellation or rejection by BOARDROOM, advertising already run shall be paid for at the rate that would apply if the entire order were published.

In addition, BOARDROOM reserves the right to remove from selected copies of the publication advertisements containing matter that subscribers have deemed objectionable.

BOARDROOM, at its absolute discretion, may terminate its relationship with Advertiser and/or Agency for the breach of any of the terms hereof, including without limitation a breach based on the failure on the part of either Advertiser or Agency to pay each invoice by its due date. Should BOARDROOM terminate its relationship with Advertiser and/or Agency, all charges incurred together with short-rate charges shall be immediately due and payable. Furthermore, in the event Advertiser and/or Agency breaches, BOARDROOM may decide to exercise its right to (a) cancel its recognition of Agency, thereby causing Agency to lose claim to any commission for any further advertising placed with BOARDROOM on behalf of Advertiser or any of all Advertiser's advertising.

BOARDROOM will not be bound by any conditions whatsoever appearing on order blanks or copy instructions submitted by or on behalf of Advertiser when such conditions conflict with any provisions contained in the BOARDROOM Rate Card or with its policies. Scheduled publishing dates are subject to change without notice and based solely on the discretion of BOARDROOM.

B. ADVERTISER'S FAILURE TO RUN ADVERTISING / SHORT RATE

All agreements for advertising frequency discounts require that the specified number of advertisements be published within a 12-month period. In the event of Advertiser's or its Agency's cancellation of any portion of any advertising order/contract or failure to have published the specified number of advertisements, or if at any time BOARDROOM in its reasonable judgment determines that Advertiser is not likely to publish the total amount of advertising specified during the term of agreement, a rate discount will be retroactively nullified, including for previously published advertisements, and may result in a short-rate. In such event, Advertiser and/or Agency must reimburse BOARDROOM for the short-rate (which is the difference between the rate charged on the contracted frequency and the higher rate based on the reduced frequency of advertisements actually published and paid for) within 8 days of invoice thereof and Advertiser will thereafter pay for advertising at the published rate(s) as applicable. Any additional marketing opportunity executed by BOARDROOM in reliance on advertising that is cancelled will be paid for by Advertiser at the fair market rate for such opportunity.



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C. RESTRICTIONS ON ADVERTISER'S CANCELLATION OF ADVERTISING ORDERS

Orders for inside or outside cover pages are non-cancellable. Options on cover positions must be exercised at least 30 days prior to closing date. If an order is not received by such date, the cover option automatically lapses. Orders for all inside advertising units are non-cancellable less than 15 days prior to closing date. Orders for supplied inserts are non-cancellable the first of the second month preceding the date of issue. Orders for all BOARDROOM-produced inserts are non-cancellable without the written agreement of BOARDROOM. Should BOARDROOM agree to cancel an existing order, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of the Advertiser, including the cost of services, paper and/or printing.

D. ADVERTISING POSITIONING AT PUBLISHER'S DISCRETION

Orders for advertising containing restrictions or specifying positions, facings, editorial adjacencies or other requirements may be accepted and published, but such restrictions or specifications are at Publisher's sole discretion.

E. INSERTS

An accurate facsimile of any furnished insert must be submitted to BOARDROOM for review prior to the printing of the insert. BOARDROOM is not responsible for errors or omissions in, or the production quality of, furnished inserts. Advertiser and /or Agency shall be responsible for any additional charges incurred by BOARDROOM arising out of Advertiser's and/or Agency's failure to deliver furnished inserts pursuant to BOARDROOM's specifications. In the event of BOARDROOM being unable to publish the furnished insert as a result of such failure to comply, Advertiser and/or Agency shall remain liable for the space cost of such insert.

F. ERRORS IN OR OMISSIONS OF ADVERTISEMENTS

In the event of BOARDROOM magazine's errors in or omissions of any advertisement(s), including but not limited to those caused by *force majeure*, BOARDROOM's liability shall be limited to a credit of the amount paid attributable to the space of error and in no case shall exceed the total amount paid to BOARDROOM for the advertisement, provided that the error/omission is brought to the Publisher's attention no later than 60 days after the advertisement is first published. However, if a copy of the advertisement was provided or reviewed by the Advertiser, BOARDROOM shall have no liability.

G. PROTECTED NAMES

The titles and logos of the magazine(s) published by BOARDROOM are protected names. Neither the title, baseline nor the logos of the magazines may be used without the written permission of BOARDROOM.



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H. INDEMNIFICATION OF PUBLISHER

Advertiser and Agency alike acknowledge that they are fully authorized and licensed to use (a) the names and/or portraits or pictures of persons, living or dead, or things; (b) any trademarks, copyrighted or otherwise private material; and (c) any testimonials contained in any advertisement submitted by or on behalf of the advertiser and published in BOARDROOM, and that such advertisement is neither libellous, an invasion of privacy, nor in any way unlawful to any third party.

Advertiser and Agency alike acknowledge that any advertising or other material (including product samples) submitted by Advertiser or Agency complies with all applicable laws and regulations and does not violate the personal or proprietary rights of, and is not harmful to, any person, corporation or other entity. As part of the consideration to induce BOARDROOM to publish such advertisement, Advertiser and Agency alike agree jointly and severally to indemnify BOARDROOM magazine, and its employees and representatives, against all liability, loss, damage, and expense of any nature, including attorneys' fees, arising out of any actual or potential claims or suits that may arise out of the copying, printing, publishing, distribution or transmission of such advertisement (regardless of whether BOARDROOM participated in the creation of such advertisement).

I. RESPONSIBILITY FOR PAYMENT OF ADVERTISING INVOICES

In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both Advertiser and Agency. Advertiser and Agency, if there be one, each agrees to be jointly and severally liable for the payment of all invoices and charges incurred for each advertisement placed on Advertiser's behalf.

Advertiser authorizes BOARDROOM, at its election, to tender any invoice to Agency, and such tender shall constitute due notice to Advertiser of the invoice and such manner of invoicing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Any invoice tendered by BOARDROOM shall constitute an account stated unless written objection thereto is received by BOARDROOM within ten (10) days from the rendering thereof.

Payment by Advertiser to Agency shall not discharge Advertiser's liability to BOARDROOM. The rights of BOARDROOM shall in no way be affected by any dispute or claim between Advertiser and Agency. Advertiser and Agency agree to reimburse BOARDROOM for its costs and attorneys' fees in collecting any unpaid advertising charges. Advertiser confirms that it has appointed Agency, if one is specified, to be its authorized representative with respects to all matters relating to advertising placed on Advertiser's behalf with the understanding that Agency may be paid a commission.

J. NO ASSIGNMENT OF ADVERTISING

Advertiser and Agency may not use any advertising space either directly or indirectly for any business, organisation, enterprise, product, or service other than that for which the advertising space is provided by BOARDROOM, nor may Advertiser or Agency authorize any other to use any advertising space.



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K. REPUBLICATION OF ADVERTISEMENTS

Advertiser and Agency agree that any advertisements published may, at BOARDROOM magazine's discretion, be republished or reused by BOARDROOM or its agents in any form in whole or in part in all media now in existence or hereafter developed, whether or not combined with materials of others.

The copyright in any advertisement created by BOARDROOM is owned by BOARDROOM and may not be otherwise used by Advertiser or third parties without Publisher's prior written consent.

L. ADVERTISING RATES

Rates contained in the advertising orders that vary from the rates listed on the BOARDROOM Rate Card shall not be binding on BOARDROOM and the advertisements ordered may be inserted and charged for at the actual schedule of rates. Announcement of any changes in rates will be made thirty (30) days in advance of closing date for the first issue affected by such new rates. Advertising in issues thereafter will be at the rates then prevailing.

M. RATE BASE GUARANTEES

Rate base guarantees are made on an annual (12-month) contract-year average.

N. TERMS OF SALE

An agency commission of 15% will be allowed for recognized agencies. Payment is due thirty (30) days from the date of invoice. Interest will be charged at a rate of 1,5% per month on past-due balances. BOARDROOM magazine may change payment terms at its own discretion.

O. CHOICE OF LAW AND FORUM

All issues relating to advertising will be governed by the laws of Brussels, Belgium applicable to contracts to be performed entirely therein. Any action brought by Advertiser against BOARDROOM relating to advertising must be brought to the Brussels Belgium Court. The parties hereby consent to the jurisdiction of such courts in connection with actions relating to advertising.

P. ENTIRE AGREEMENT

The foregoing terms and conditions shall govern the relationship between BOARDROOM and Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing by BOARDROOM, no other terms of conditions in contracts, orders, copy, or otherwise will be binding. Failure by BOARDROOM to enforce any of these provisions shall not be considered a waiver of such provision.