

General Terms and Conditions of RTL Nederland B.V.

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ARTICLE 1

Definitions

The following definitions shall apply to these General Terms and Conditions:

- A. 'Advertisements': advertising statements designed and intended, without editorial liability, to be printed, or placed in, or to form part of a magazine or periodical, and for which RTL Nederland is commissioned (exclusively) to conclude, in its own name, an agreement with another party to advertise in said magazines and/or periodicals;
- B. 'General Terms and Conditions': the general terms and conditions of RTL Nederland B.V.;
- C. 'Agency': the agency, being the intermediary and/or creative office which concludes an agreement with RTL Nederland on behalf of the other party, and which therefore accepts these General Terms and Conditions in that capacity;
- D. 'Commercials': advertising statements consisting of a videotape with sound and/or vision, designed and intended, without editorial liability, to be transmitted, through the mediation of RTL Nederland, in advertising blocks recorded in television or radio programmes provided by the principals of RTL Nederland;
- E. 'RTL Nederland': a company bearing the name RTL Nederland B.V., with registered offices at Hilversum, registered in the Amsterdam register of companies under number 32105893 A company which is contractually entitled to enter into contracts (exclusively) with other parties, in its own name, regarding commercials and other advertising statements and forms of advertising in the television and radio programmes transmitted by its principals, and to place or include advertisements in magazines or periodicals as referred to under A. of this article;
- F. 'Principal': any (legal) person that contracts/grants RTL Nederland the right to enter contracts (exclusively) with other parties, in its own name, as referred to in A. and E. of this article;
- G. 'Procedure': the most recently published regulations of RTL Nederland governing applications, reservations and/or bookings for broadcasting time and deliveries of the commercials to be broadcast;
- H. 'Advertising Block': a compilation of advertisements of a given length (in time);
- I. 'Rates': the rates published in the most recent price lists of RTL Nederland for transmitting, placing or recording advertising statements via certain television or radio stations, or certain magazines or periodicals;

- J. 'Technical Specifications': the most recent technical and general specifications of RTL Nederland governing the commercials submitted;
- K. 'Transmission': broadcasting a programme including the transmission of commercials and/or other advertising statements placed in the programme, via a principal, by means of a television or radio station;
- L. 'Other Party': any (legal) person that enters into a contract with RTL Nederland (with or without the help of an agency) or enters into a relationship with RTL Nederland, or has made public its intention to do so.

ARTICLE 2

Applicable terms

Paragraph 1

These General Terms and Conditions apply to all offers and (order) confirmations issued by RTL Nederland, and all agreements made with or by RTL Nederland and/or the (process of) drawing up and/or performing these, as well as any other activities and services performed by RTL Nederland on the request of another party and/or its agency. Furthermore, the rates published in the most recent price list of RTL Nederland extended to the other party and/or its agency and any provisions and (supplier) conditions accompanying these, as well as any explanations, the procedure, the technical specifications and/or brochures, shall apply to all of RTL Nederland's tenders, agreements and activities.

Paragraph 2

These Terms and Conditions will take precedence over the general conditions and/or any other conditions stipulated by the other party or its agency. Exceptions to these General Terms and Conditions will be subject to the prior written approval of RTL Nederland.

Paragraph 3

These General Terms and Conditions shall apply the permanent and usual conditions of RTL Nederland to all (future) successive and/or supplementary offers and to all agreements and/or the drawing up and/or performance of these agreements.

Paragraph 4

By offers, as referred to in paragraphs 1 and 3 above, shall be understood all tenders, price quotes, rates, Technical Specifications, procedural instructions and commitments.

Paragraph 5

Should one or more of the special provisions of these General Terms and Conditions or of an agreement between RTL Nederland and the other party appear invalid, then this will not affect the validity of the remaining provisions of the General Terms and Conditions, nor of those in the agreement of which these General Terms and Conditions form a part. The parties will replace the relevant provision(s) by one or more new provisions to be formulated as closely as possible to the original provision(s).

ARTICLE 3

Publication and amendment

Paragraph 1

These General Terms and Conditions have been submitted to the registrar's office of the District Court of Amsterdam and are freely available to all interested parties at the offices of RTL Nederland.

Paragraph 2

RTL Nederland is entitled to make reasonable amendments to these General Terms and Conditions. These amendments will come into force one month after re-submission.

Paragraph 3

All agreements subject to the amendments referred to in paragraph 2 of this article may be terminated with no obligation for either party to pay damages. Notice of termination must be given within 10 working days after the other party has examined the amendments, though no later than one month after submission, provided a reasonable period of notice is given. When giving notice the other party must report the (reasonable) grounds which justify termination on the basis of these amendments.

Paragraph 4

In the event that RTL Nederland sends the other party written notification that it does not view the other party's grounds as giving reasonable justification for termination and/or that it is prepared to address the objections, the commitment to negotiation referred to in article 16 of these General Terms and Conditions will become effective as of the date of this notification. In such cases, if the other party has given a shorter term of notice, the agreement will be deemed as terminated one month after said notification by RTL Nederland. Unless agreed otherwise in writing, the original conditions between parties will apply for the duration of the period of negotiation.

Paragraph 5

It is expressly understood between parties that changes in the charges and/or surcharges, price quotes, procedural instructions and/or Technical Specifications cannot be viewed as amendments in the sense intended under paragraph 2 of this article and so cannot be given as grounds for termination as referred to under paragraph 3 of this article.

Paragraph 6

Amendments made to these General Terms and Conditions with a view to bringing them in line with legal and/or other state regulations and/or directives and/or recommendations of governing bodies and/or legal judgements which RTL Nederland is (justifiably) obliged to observe, will offer the other party no grounds for a termination as referred to under paragraph 3 of this article.

ARTICLE 4

Agencies

Paragraph 1

If the other party makes use of an agency, RTL Nederland may, at its own discretion, grant the agency the commission usual within the advertising sector, over the net expenditure forming the basis of the agreement, with the exclusion of production and/or development costs and other external costs. RTL Nederland may pay this agency fee insofar as the regulations which it is justified in observing permit it to do so.

Paragraph 2

In theory, RTL Nederland will accept agreements concluded through an agency only if the agency concludes the agreement in the name of and for the account of the other party, on the latter's authorisation, and if the other party is included in this agreement with RTL Nederland.

Paragraph 3

Should the other party fail to recognise the agency's instructions and/or entitlement to conclude the agreement with RTL Nederland, or should the agency not be authorised to enter into the agreement for any other reason, the agency will be deemed as having acted in its own name and for its own account.

Paragraph 4

The agency will ensure that the other party, whom it purports to represent, accepts the fact that these General Terms and Conditions apply to the legal relations between itself and RTL Nederland.

Paragraph 5

The agency is jointly liable to RTL Nederland, together with the other party whom it purports to represent, for meeting the commitments arising from the agreement concluded with RTL Nederland. RTL Nederland will be fully entitled to hold the agency liable for meeting the commitments arising from the agreement.

ARTICLE 5

Tenders and agreements

Paragraph 1

All offers and tenders made by RTL Nederland, regardless of form or content, are entirely free of obligation and are valid for a maximum of 10 working days once given or issued by RTL Nederland, unless agreed otherwise in writing.

Paragraph 2

Agreements or amendments to agreements shall be binding to RTL Nederland only when the latter receives a copy of the agreement, signed by or in the name of the other party, or written notification that the other party has accepted an offer made by RTL Nederland.

Paragraph 3

When, on the request of the other party and/or its agency, RTL Nederland starts to perform an offer made to the other party, the latter will be considered, as of the starting date of performance, as having entered an agreement in full compliance with the offer made by RTL Nederland. Once such an agreement is entered RTL Nederland will reserve the right to terminate this agreement immediately, with no obligation to pay damages, by forwarding the other party written notification to this effect. In the event of such a termination the other party is obliged to honour that part of the agreement performed by RTL Nederland until the date of termination.

Paragraph 4

RTL Nederland is entitled to refuse, retract and/or withdraw, without further explanation, on its own account or on account of its principal, any reservation or offer of a commercial or advertisement if its transmission is likely to conflict with the interest of the said principal, or with the interests of its advertisers or a group of advertisers. The transmission or placement of the commercial or advertisement may conflict with the interests of a principal if its message does not fit within the image which the principal has created or wishes to create for itself or the programme or magazine in question.

Paragraph 5

The other party and/or its agency bears the risk of and indemnifies RTL Nederland and its principal against the consequences of any misunderstanding as regards the content and performance of the agreement if this results from the fact that RTL Nederland has received incorrect, late, incomplete or no information at all.

ARTICLE 6

Transfer of rights

Paragraph 1

The other party's rights and commitments with regard to RTL Nederland are strictly confidential and cannot be wholly or partially transferred or ceded to a third party without the prior written permission of RTL Nederland.

If the other party seeks the help of an agency charged with the task of concluding an agreement with RTL Nederland on its behalf, or if the other party seeks to replace its agency with another agency, this shall be subject to the approval of RTL Nederland on the understanding that RTL Nederland cannot be obliged to grant its approval.

Paragraph 3

RTL Nederland at all times retains the right to refuse the intervention or replacement of the agency, if the (new) agency, or the former agency, does not accept joint liability with the other party to meet the commitments arising from the contract.

ARTICLE 7

Provision of material

Paragraph 1

The other party will ensure that, at the moment of delivery and at the moment of transmission or installation, all supplies of equipment needed to carry out the job, be they of material, auditory, visual or other nature, meet the requirements imposed under the national legislation of the countries involved and the European regulations and/or other applicable provisions and/or advertising codes.

Paragraph 2

A commercial must be delivered in accordance with the regulations and within the terms laid down by RTL Nederland and published in its (most recent) Procedure. The commercial must be compliant with the most recent Technical Specifications of RTL Nederland. If RTL Nederland is of the opinion that a commercial fails to comply with the Procedural instructions and/or Technical Specifications, it will be entitled to suspend transmission of the commercial and/or refuse transmission of the commercial with no liability to pay compensation for the damages caused by this suspension or refusal.

Paragraph 3

The other party will ensure that the advertisements are delivered, together with the placement orders, by the deadlines imposed by RTL Nederland or on its behalf. The advertisement, to be delivered in the relevant form, must be in the possession of RTL Nederland by the final date of delivery and must remain in the possession of RTL Nederland until the relevant date of publication.

Paragraph 4

If the other party and/or its agency supplies RTL Nederland or its principal with material which is difficult to reproduce or incomplete, or material which is unsuited to the reproduction method used for the publication, or fails to deliver this material on time, RTL Nederland has the right, at its own discretion, to discontinue its handling of the job and/or refuse placement, without prejudice to the right of RTL Nederland to compensation for the placement costs, and/or, if RTL Nederland and/or its principals make the inadequate material suitable for placement, charge the costs of this work to the other party.

Paragraph 5

Subject to an obligation to notify the other party and/or its agency in good time, or, where this is not possible, to notify the other party and/or its agency as soon as possible, RTL Nederland is entitled to refuse to transmit or place certain material, visual, auditory or other matter submitted for transmission or placement, or to limit and/or end its transmission or placement of this, if, in the opinion of RTL Nederland and/or its principal, further transmission or placements are no longer permissible and/or, again in the opinion of RTL Nederland and/or its principal, well-grounded objections and protests have come to light with regard to earlier transmissions or placements and/or can be expected as a result of further transmissions or placements. In cases where RTL Nederland makes use of this entitlement it cannot be held liable for the

damages incurred by third parties or by the other party and its agency as a result, without prejudice to the obligation of the other party to compensate RTL Nederland and/or its principal for damages sustained as a result.

Paragraph 6

RTL Nederland may fully or partially suspend or stop its performance of the agreement or job, including the transmission of commercials and/or the placement of advertisements, with immediate effect and without notifying the other party, if, in the opinion of RTL Nederland and/or its principal, this contains an advertising statement which is inconsistent, or could be inconsistent, with the law, the truth, good taste and decency, or public policy or good manners and/or is wrongful, or may be wrongful, to third parties. If RTL Nederland fails to meet its commitments in part or in full on the grounds referred to above, or as a result of a legal decision or a charge or claim issued by the state and/or competent authority, the other party shall be obliged to compensate RTL Nederland and/or its principal fully for the ensuing damages.

ARTICLE 8

Third party rights

Paragraph 1

The other party and its agency will ensure that none of the material they deliver, be it of a material, auditory, visual or other nature, including commercials and advertisements in particular, represents a violation of the rights of other, including copyrights or any other rights of intellectual or industrial property, and that they are authorised in the widest sense of the word to publish and/or reproduce the material. Furthermore, the other party and its agency will ensure that any publication or reproduction of this work is consistent with the written or unwritten laws of The Netherlands and/or any other receiving country.

Paragraph 2

The other party is obliged to indemnify and compensate RTL Nederland, its principal and any third party collaborators and/or employees, legally and extra-legally, for all costs, damages and interest incurred by RTL Nederland, its principal or third party collaborators and/or employees as the result of claims which parties other than said third parties may institute against RTL Nederland, its principal or third party collaborators and/or employees with regard to the performance of the job. This indemnification and compensation will also apply to third party claims based on infringements or alleged infringements of copyrights, or any other claims which third parties may institute against RTL Nederland, its principal or third party collaborators and/or employees with regard to the publication and/or reproduction, or any other aspect of the delivered material.

ARTICLE 9

Force majeure and unforeseen circumstances

Paragraph 1

RTL Nederland is entitled at all times to suspend fulfilment of one or more of the commitments arising from its agreement with the other party in the event of force majeure on its side, with no obligation to pay damages. If for a period of one month or longer RTL Nederland is unable to meet the commitments arising from its agreement with the other party due to a circumstance of force majeure, the other party will be entitled to rescind its agreement with RTL Nederland with no obligation to pay damages on either side.

Paragraph 2

Force majeure on the side of RTL Nederland will be invoked if RTL Nederland is unable to meet the commitments arising from the agreement or the preparations for the agreement as a result of circumstances beyond the direct control of its board and/or its other managers.

Paragraph 3

In the event that RTL Nederland is prevented from performing work commissioned by the other party, with regard to transmission or with regard to producing magazines, due to unforeseen circumstances or force majeure on the side of its principal, RTL Nederland retains the right to suspend the job for the duration of these circumstances, or to cancel the job with no obligation to compensate the other party or its agency. In such cases RTL Nederland must inform the other party or its agency of these circumstances as soon as possible and make known which of the options it will pursue. Under the terms 'unforeseen circumstances' and 'force majeure' as intended by this article shall further be understood the circumstances under which RTL Nederland is no longer able to conclude a contract as a result of a decision by a principal to discontinue broadcasts with a given broadcaster, or to produce or publish a given magazine and/or those under which RTL Nederland is, in all fairness, no longer free to perform the agreement or request its principal to meet the provisions of the agreement as a result of a governmental decree or legal decision.

ARTICLE 10

Liability

Paragraph 1

RTL Nederland will perform that which is governed by its agreement with the other party and its remaining activities and services with all due diligence. RTL Nederland shall only be liable for a failure to meet its commitments if the other party can prove that RTL Nederland has shown a serious lack of care. If RTL Nederland is held liable for the non or incorrect performance of the job, this liability will be limited to the direct losses and a (maximum) amount in reasonable proportions to, through not greater than, the amount for which the job, or incorrectly performed part of the job, was undertaken.

RTL Nederland cannot be held liable for indirect liability losses or consequential damage. All other or more extensive liability, including indirect liability, is therefore excluded. Without prejudice to the above, RTL Nederland cannot accept liability for loss or damage to the material delivered by the other party under the terms of the agreement, be it of a material, auditory visual or other nature, unless this is as a result of the gross negligence or deliberate intent of its board and/or other managers.

Paragraph 2

The other party is liable for all losses sustained by RTL Nederland and/or its principal(s) and caused directly or indirectly by the materials delivered by or on behalf of the other party and/or by virtue of the publication and/or reproduction of this material, whilst the other party indemnifies RTL Nederland and its principal against third party claims for damage caused directly or indirectly by the material delivered and/or the publications and/or reproduction of these.

Paragraph 3

If, in meeting its commitment, RTL Nederland is dependent on materials which are to be delivered by the other party, or if the other party has agreed to provide the materials required but then fails to do so on time or in compliance with the regulations governing RTL Nederland, its principal and third party collaborators and/or employees, RTL Nederland is entitled to cease its performance of the agreement, without prejudice to the other party's obligation to pay the fee agreed and compensate the losses sustained by RTL Nederland, its principal and third party collaborator and/or employees as a result.

Paragraph 4

The other party undertakes to insure the materials supplied under the agreement with RTL Nederland against loss and/or damage and to insure these against any damage which they may cause to a third party. RTL Nederland's liability for any loss of, damage to, or damage caused by the materials will be restricted to the price of the insurance premium.

Paragraph 5

If, as the result of a human or technical error, a commercial cannot be transmitted at the original time specified, within a reasonable margin, or an advertisement cannot be placed in the agreed publication, RTL Nederland will make every effort, with no obligation to compensate the losses caused as a result of this re-scheduling, to transmit the commercial or place the advertisement at another time for which the same rate applies, with respect for the rights of third parties.

Paragraph 6

Complaints over non-transmission or non-placement, incomplete transmission or placement, or of transmission of the wrong commercial or placement of the wrong advertisement will be processed only if received by RTL Nederland in writing, accompanied by the relevant documentation, within 10 working days of the date on which the commercial or advertisement was due to appear. If the other party can demonstrate the non-transmission or non-placement, incomplete transmission or placement, or transmission of the wrong commercial or placement of the wrong advertisement, RTL Nederland will do everything in its power, with no obligation to compensate the losses, to offer the other party an equivalent alternative.

This will not apply if RTL Nederland can demonstrate that the non-transmission or non-placement, incomplete transmission or placement, or transmission of the wrong commercial or placement of the wrong advertisement is not attributable to RTL Nederland, its personnel or its principal, or, that the commercial was not supplied in compliance with the procedural instructions and/or the Technical Specifications, or, that this circumstance is at the risk and/or for the account of the other party by virtue of these General Terms and Conditions.

ARTICLE 11

Dates and times of transmission of programmes, advertising blocks or commercials

Paragraph 1

Whether the dates and times of broadcast for programmes, advertising blocks and/or commercials and/or other dates relative to the programming for one or more television and/or radio stations belonging to RTL Nederland's principal(s) is given verbally, in writing, in a mailing, in a price list, tender, letter of confirmation, letter of intent or agreement between RTL Nederland and the other party, RTL Nederland views these dates purely as approximate and indicative, and subject to the principal's entitlement to alter or cancel the programming, and in particular the broadcasting schedules, at any time and as he pleases.

Paragraph 2

RTL Nederland cannot be held liable for the direct or indirect consequences of an alteration to these date or an alteration and/or cancellation of the programming referred to under paragraph 1 of this article.

Paragraph 3

In the event of a change in programming in the sense intended under paragraph 1, RTL Nederland and/or its principal will be free to alter the times planned for the commercials. If the other party or its agency wishes to retain the original time for the commercial despite the changes in programming, RTL Nederland is entitled to subject this decision to further terms and conditions.

ARTICLE 12

Charges and surcharges

Paragraph 1

The price lists for any given television or radio station, or any given publication should be considered as basic rates. Where the transmission of commercials on television is concerned, the published price lists are based on spot lengths of 30 seconds. The rates for commercials of other lengths can be priced from a separate table published in the explanation to the (most) recent price lists (the spot index). Where the placement of advertisements is concerned, the rates are based on the advertising blocks or for (the provision of) advertising space in a principal's publication.

Paragraph 2

RTL Nederland is entitled to surcharge any rates calculated on the basis of paragraph 1 of this article by the amounts quoted in the explanation to the (most) recent price lists.

Paragraph 3

Neither the rates nor the prices quote include the costs of production or development, or any other external costs. If such costs are incurred they will be borne by the other party and charged by RTL Nederland separately. If RTL Nederland and the other party and/or its agency make arrangements about extra services related to the transmission of commercials, RTL Nederland retains the right to charge the costs thus incurred to the other party and/or its agency.

Paragraph 4

Unless explicitly stated otherwise, the rates quoted on RTL Nederland's price lists, price quotes in tenders and/or price agreements are exclusive of VAT.

ARTICLE 13

Terms of payment

Paragraph 1

RTL Nederland will invoice the transmission of commercials, the placement of advertisements and/or the performance of other jobs and/or activities on the last day of the month in which this transmission, placement or performance took place, unless agreed otherwise between parties.

Paragraph 2

Payment must be made within the term mentioned on the invoice. At any time, and at its own discretion, RTL Nederland may request an advance payment, or a security over all or a part of the invoiced amount.

Paragraph 3

The other party will pay RTL Nederland the estimated production and/or development costs or the other external costs in advance. The invoice will be sent two weeks before the costs are incurred and is payable 7 days after the date of invoice.

Paragraph 4

If the invoice cannot be covered in full by RTL Nederland's credit insurance company, RTL Nederland retains the right to request the other party to make an advance payment on the uncovered amount, with no entitlement to compensation for interest.

Paragraph 5

Once the invoice is overdue the other party will be found in default and an interest of 2% per month or per part of the month will be applied, ipso jure and without prior written reminder, to the amount due.

Paragraph 6

If the other party and/or its agency are found in default or they fail to meet one or more of their commitments, the other party will be charged all of the (reasonable) costs associated with obtaining payment and/or legal or extra-legal fulfilment, including collection charges and/or other extra-legal costs, at a minimum of 15% of the amount outstanding and at least € 113,45 per invoice.

Paragraph 7

If RTL Nederland can demonstrate within reason that it has been forced to incur higher extra-legal costs, these will also be charged to the other party. All of the costs associated with collection will be charged to the other party.

ARTICLE 14

Cancellation

Paragraph 1

If the other party and/or its agency cancels the performance of all or part of an agreement or reservation after the cancellation period has expired, the fee published in the explanation to the (most) recent price list on the date of cancellation will fall due for the (as yet) unperformed part of the agreement, unless an alternative cancellation agreement is reached between the parties.

Paragraph 2

Fees payable as the result of that which is stipulated under paragraph 1 are due within 30 days of the date of invoice. RTL Nederland retains the right to dispose of the transmission time or advertising space that has become available as a result of a cancellation at its own discretion.

ARTICLE 15

Rescission

Paragraph 1

RTL Nederland and the other party are equally entitled to rescind an agreement by means of registered letter should it transpire that one or other has failed to meet the commitments arising from the agreement, even after receipt of a written reminder to do so within a reasonable period of time.

Paragraph 2

RTL Nederland and the other party are equally entitled to rescind the agreement extra-legally, by registered letter, and without sending a reminder or letter of default, if a (temporary) deferment of payment is granted to the other, if the other files for bankruptcy, if the other puts his company into liquidation, if the other ceases trading, if a considerable portion of the capital and reserves of the other is seized or if the other can no longer be considered capable of meeting the commitments arising from the agreement.

Paragraph 3

In the event that the other party and/or its agency fail to meet, is late in meeting or does not adequately meet one or more of the conditions of these General Terms and Conditions or any other conditions agreed with RTL Nederland, in particular the provisions and (supplier) conditions in the procedure, the Technical Specifications, and/or the price lists and/or brochures as provided by RTL Nederland for the other party and/or its agency, RTL Nederland is entitled, at its discretion and without prejudice to its right to compensation or fulfilment, to suspend performance of the contract for as long as this situation prevails, or, to rescind all or a part of the agreement with no obligation to provide compensation.

ARTICLE 16

Commitment to negotiation in the event of disputes

Paragraph 1

In the event of a dispute between RTL Nederland and the other party, with or without the agency's involvement, over the creation, interpretation, performance, non-performance, or incorrect or late performance of this agreement, or if one of the parties is of the opinion that such a dispute exists, both parties undertake to resolve the dispute by negotiation.

ARTICLE 17

Jurisdiction and applicable law

Paragraph 1

If, after a period of one month, RTL Nederland and the other party and/or its agency are unable to negotiate an agreement over a dispute which has arisen between them, this dispute, with the exception of that stated in paragraph 2 of this article, will fall under the sole jurisdiction of the court of Amsterdam, insofar as a magistrate in this district is empowered to examine the claim in the first instance.

Paragraph 2

In the event that the dispute relates to the actual transmission of a commercial and/or programme by one of RTL Nederland's principals or the broadcasting/broadcaster's policy, or if the principal is involved in the dispute in some other way, the dispute will fall under the sole jurisdiction of the courts in the country where the principal concerned transmitted the original broadcast and/or where the original broadcast would have been transmitted and/or the country in which the broadcasting station, or the station to which said policy relates, is actually established.

Paragraph 3

With the exception of the disputes referred to under paragraph 2 of this article, all disputes between RTL Nederland and the other party will be subject to Dutch law, unless the parties agree otherwise in writing.

RTL Nederland B.V.

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