

# Media Terms and Conditions

This is a binding contract. Read Carefully.

The following terms and conditions are agreed to by Worth International Media (“Worth”) and the Advertiser and/or Agency (“Advertiser/Agency”), one of whose signature appears on the Media Agreement, with respect to any Media (the “Media”) undertaken by Worth pursuant to the signed Worth Media Agreement and relevant Insertion Order(s) (“IO/IOs”) The (“Advertiser/Agency”) understand and agree that the rate cards, schedules, and their terms and conditions, as promulgated from time to time by Worth and in effect as of date of execution of this Contract, which are hereby specifically incorporated herein, shall be deemed an integral part of the Contract. This Contract shall bind the heirs, executors, administrators, successors and assigns of each of the party.

- (1) Representations and Warranties.** Advertiser/Agency represents and warrants that it is fully authorized and/or licensed to publish the entire contents and subject matter contained in the Media, including without limitation (i) the names, portraits and/or pictures of any persons living or dead, (ii) any copyrighted material trademarks and/or depictions of trademarked goods and services, and (iii) any testimonials or endorsements contained in any information or art submitted to Worth as part of the Media. Advertiser/Agency also represents and warrants that the entire contents of the Media are accurate and complete and are not misleading.
- (2) Limitation of Liability.** Worth shall not be liable for, and Advertiser/Agency hereby releases Worth from, all liability in connection with (i) errors in map location indicators, telephone/telex/facsimile/e-mail numbers or changes in a Media’s text and rates required by an advertiser, (ii) any loss, claim, damage, liability cost or expense (including consequential damages) as a result either of the failure of Media(s) to appear or of the appearance of any errors in the Media as published or the inclusion of any Media in any release and (iii) any delays in delivery and/or non-delivery of a Media by or on behalf of Worth in the event of an act of God, action by any government or quasi-governmental entity, fire, flood, accident, insurrection, riot, explosion, terrorism, embargo, strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown or any condition beyond the control of Worth affecting production or delivery in any manner. Notwithstanding the foregoing, Worth shall be liable for the failure or Media(s) to appear or of the appearance of any errors in the Media as published as a result of Worth’s negligence or willful misconduct.
- (3) Indemnification.** Advertiser will defend, indemnify and hold Worth harmless from any and all third party claims, losses, suits, damages, costs, liabilities and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred or suffered by Worth by reason of its use of any collateral supplied by Advertiser in performing its duties under the contract. Notwithstanding the foregoing, Advertiser will have no liability for any third party claim, including claims of infringement based on (a) unlawful actions by Worth involving Advertiser materials; (b) the use of Advertiser intellectual property if such infringement could have been avoided by the use of the latest release made available to Worth; (c) the combination of Advertiser intellectual property with other properties, if such infringement could have been avoided by not combining Advertiser intellectual property; or (d) any other third party claim that is not based on any collateral provided by Advertiser.

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- (4) **Content of Media.** Contents of all Media are subject to Worth's approval. Worth reserves the right to reject any Media or IO(s) at any time if Worth reasonably deems the Media to be unacceptable.
- (5) **Positioning of Media.** Positioning of Media is at the discretion of Worth except when an arrangement for a specific preferred position is acknowledged by Worth in writing.
- (6) **Hardware, Software and Database.** Worth shall obtain and maintain the computer hardware and software necessary to perform its obligations under these Terms and Conditions. Nothing in these Terms and Conditions shall grant any right, title or interest in or to Worth's (or affiliate) database, hardware or software.
- (7) **Payment.** Advertiser shall pay the total fees as outlined on the invoice. If Advertiser fails to pay the full amount of the charges detailed in any Worth invoice within thirty (30) days of such invoice, the unpaid amounts of such invoice shall accrue interest at a rate of 1.5% per month. Additionally, Advertiser/Agency agrees to pay all of Worth's cost of collection of such charges, including without limitation Worth's reasonable attorneys' fees. All paid Invoices are non-refundable, unless invoices are paid by Advertiser for Media(s) that fails to appear or include the appearance of any errors in the Media as published as a result of Worth's negligence or willful misconduct. All monies due pursuant to this Contract shall be due and payable as specifically provided herein. In the event if any reasonable delay in performance under this Contract by Worth, Advertiser/Agency specifically acknowledge and agree that same shall not be default hereunder and Advertiser/Agency shall not have the right to set off or otherwise withhold payment, or any portion thereof, and all payments will be due and payable as provided in the Contract.
- a. **Payment Digital/Webinar/Events.** Worth invoices advertiser/agency all charges outlined in the media agreement at the launch date of each e-media scheduled and will be due within 30 days. Webinars and Events invoices will be billed when digital promotions begin, and proof of commencement is provided with invoices. The parties agree that such proof will be screenshots of html campaigns and/or landing/registration page with client logos/content where applicable.
- b. **Payment Print.** The publication(s) specified are published, and the Advertisers/Agencies will receive invoices in accordance with the publication(s) period specified. Terms are net 30 days. The Advertiser/Agency shall be jointly and severally liable for all amounts due and payable to Worth for the advertising space or information which the Advertiser/Agency ordered.
- (8) **Ad Servers: Direct Billing of Certain Charges.** Worth uses third party ad servers for its Media serving and reporting functions and to track delivery of impressions, which ad servers may vary depending on the Worth Property and are subject to change in Worth's discretion, and such applicable ad server(s) shall be the official counter(s) for determining impressions delivered, invoices and payment. Advertiser/Agency's proprietary or third party ad server reporting is therefore not accepted, unless Worth permits tracking of delivery through Advertiser/Agency's proprietary or subcontracted third party ad server whose identity is set forth in the applicable IO (the "Permitted Ad Server"). Certain types of advertising are not permitted to be tracked by other ad servers and therefore other ad servers will not be permitted in such circumstances. Advertiser/Agency may not substitute the Permitted Ad Server specified in the IO without Worth's consent. In the event a

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Permitted Ad Server is used, Worth and Advertiser/Agency agree to give reciprocal access to relevant and non-proprietary statistics from both ad servers, or if such is not available, provide weekly placement-level activity reports to each other. If Worth's ad server measurements are higher than those produced by the Permitted Ad Server by more than 10% over the invoice period, Advertiser/Agency will facilitate a reconciliation effort between Worth's ad server and such Permitted Ad Server. If the discrepancy cannot be resolved and Advertiser/Agency has made a good faith effort to facilitate the reconciliation effort, any discrepancy over 10% will be considered an under delivery and subject to the Makegood.

- (9) **Makegoods.** If actual Media inventory delivered with respect to a particular advertisement placement falls below guaranteed levels on an IO according to Worth's applicable ad server counts, and/or if there is an omission of any advertisement (placement or creative unit), and/or if any Media(s) contain errors resulting from Worth's negligence or willful misconduct, Advertiser/Agency and Worth will make an effort to agree upon the conditions of a makegood at the time of shortfall. If no makegood can be agreed upon, Advertiser/Agency may execute a credit equal to the value of the under-delivered portion of an IO for which it was invoiced. In the event Advertiser/Agency made a cash pre-payment to Worth specifically for an IO for which under-delivery applies, then if Advertiser is current on all amounts owed to Worth under any other advertising agreement, Advertiser/Agency may elect to receive a refund for the under-delivery equal to the difference between the applicable pre-payment and the value of the delivered portion of an IO. Makegoods are not available under an IO (a) when under-delivery or omission of an advertisement is attributable to Advertiser/Agency (i) delayed, incorrect or incompatible Ad Materials or (ii) failure to follow applicable Policies, (b) for failure to deliver impressions according to any specific daily or weekly distribution, (c) for impressions marked on an IO as "estimated" or "not guaranteed", (d) for sponsorship, exclusive or similar placements, (e) for preemptive placements and/or impressions; or (f) when delivery of 90% or more of the impressions under the IO has occurred. For printed Media, Worth shall not be liable for any variations in the publication and/or advertisement for any reason including but not limited to, variations due to dye, color lot, quality of publication, etc., provided, however, Worth represents it will use its best efforts to publish accordance with its presently existing standards. Further, any such variation shall not constitute cause for Advertiser/Agency to make any rescission, changes, modifications, and/or cancellation hereunder, nor shall any such variation relieve Advertiser/Agency of any liability or obligations hereunder.
- (10) **Commission and Credit.** 15% to recognized agencies. It is understood that all orders are accepted for space subject to our credit requirements.
- (11) **Late Fees.** In addition to the terms described in Section 7 ("Payment"), if Advertiser/Agency fails to pay the full amount of the charges detailed in any Worth invoice within thirty (30) days of such invoice, Advertiser/Agency shall pay Worth a Late Fee in the amount of 5% of the charges detailed in such Worth invoice.
- (12) **Details of Broadcast.** The email messages broadcast by Worth shall identify the source of the recipient's data collection and shall contain an opt-out feature that allows the recipient to electronically communicate his desire to be removed from the Worth (or affiliate) database(s).

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- (13) **Production Requirements.** Materials necessary for Media launch (HTML, web banners, copy, advertisements, etc.) are due to Worth no less than ten (10) days prior to the contracted launch dates. Materials not received by Worth's production department by this date cannot be quality checked and will not be entitled to approval or revision by Advertiser/Agency. Worth may exercise the right to publish existing material to fulfill contracts if new material is not received as per the above. No material extensions will be granted unless accompanied by a space order. Other production requirements for Media are set forth on its relevant Media Kit.
- (14) **Print Inserts.** Inserts will only be accepted after written authorizations from Worth and must be at the Worth's printing plant on the closing date for printing materials. The Advertiser/Agency placing an advertisement to be accompanied by an insert agrees to the following: if the insert does not arrive in time at the magazine's printing plant to be bound in the issue, the Advertiser/Agency agree to pay for the insertion of the advertisement, which will run without the insert. There will be no charge for the missing inserts.
- (15) **Print Media Deadlines and Ad Space.** Advertiser/Agency specifically acknowledge and agree that it will provide all advertising copy material required by its due date as provided on the rate card. In the event advertiser and/or its advertising agency fails to do so, for any reason whatsoever, they recognize that Worth will not have the ability to fully utilize the space that is reserved pursuant to this Contract due to time constraints, inability to obtain other advertisements, deadlines, etc. Therefore Advertiser/Agency specifically recognize and acknowledge Worth's loss and agree they will be responsible for and pay the full contract charge for the space so reserved, notwithstanding that Worth and/or another advertiser may otherwise utilize said space. The above measure of damages is agreed upon liquidated damages and not a penalty and is in consideration for the execution for the Contract by the parties.
- (16) **Use of Media Materials.** Advertiser/Agency agrees to allow Worth to use the Advertiser/Agency's materials for promotion including, but without limitation, activities such as display at travel agencies, hotels, and industry events; illustration in sales materials and brochures relating to the publication(s) specified; and use in public relation activities, etc.
- a. The parties acknowledge and agree that Worth specifically reserves the right to insert the word 'ADVERTISEMENT' into an advertisement which, in its sole opinion, simulates editorial content.
  - b. Advertiser/Agency acknowledge that all advertising copy materials prepared by Worth are based upon the information, drawings, designs, and /or plans submitted by advertiser and/or its advertising agency. Advertiser/Agency acknowledge all advertising copy materials prepared by Worth shall remain Worth's sole property.
- (17) **Compliance with Law.** Advertiser/Agency shall ensure that all Media and its content comply with all applicable federal, state, and local laws and regulations.

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## Cancellation

- a. **Cancellation - Digital:** Advertiser/Agency may cancel a digital IO by giving at least thirty (30) days' prior written notice ("Notice Period"); provided that Advertiser shall be financially responsible for Services (e.g., impressions) delivered and scheduled to run up to and through the end of the Notice Period and any volume discounts shall be reversed and Advertiser/Agency will be invoiced based on actual volume run according to Worth's relevant rate card in effect when an IO was placed. Cancellation notice must be sent to the Worth contact identified on the IO and will be deemed given upon Worth's confirmation of receipt.
- b. **Cancellation - Print:** No cancellations of advertisements will be accepted after applicable space reservation closing date. No cancellations of advertisements shall be accepted by Worth unless such cancellation is acknowledged in writing and executed by Worth. The Advertiser/Agency agree to pay publisher the full rate of space cancelled after the space closing date. Telephone cancellations shall not be accepted. It is hereby specifically understood and agreed between the parties that this Contract may not be rescinded, cancelled, altered, amended, or modified in any fashion without the written consent of both parties. Any attempted rescission, cancellation, alteration, amendment, or modification, of this Contract by the advertiser and/or its advertising agency shall constitute a default hereunder, shall be deemed a material breach of the terms and conditions of this Contract, and further, shall void rate discounts and agreements regarding specific locations in publication (position protection), if any, unless Worth breaches its obligations under this Agreement including, but not limited to, failure of Media(s) to appear and/or the appearance of errors in Media(s) resulting from Worth's negligence or willful misconduct.
- c. **Webinars/Events:** These products may be cancelled for full refund prior to the scheduled start of the "promotion of the webinar and/or event". All cancellation requests must be in writing. In the case of webinars, once digital promotions begin to the audience, cancellations are not available. However, Worth and client will work to move the date mutually agreed upon (within three months of original date) and notification to the audience will be given to Worth. Worth will also change the date and creative materials at no additional charge 1x. Like all digital media, billing will be made at commencement of promotion and due within 30 days from the original booked date. Events (face to face summits, virtual or hybrid) may be cancelled prior to the commencement of the promotion in writing. Once promotion is started, the client cannot cancel monies due. However, if client cannot make the event, they may use monies owed for another form of media with Worth within 3 months or schedule their participation with the next Event/summit. Promotional messaging will be changed by Worth at no additional charge. Like all media, payment is due within 30 days of commencement of promotion.

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**(19) Miscellaneous.**

(a) Advertiser/Agency purchase order, requisition, order blanks, copy instructions, and or/ deposit is accepted only on the condition that Advertiser/Agency agree to the terms and conditions contained in this Contract and wherever terms of the purchase order, requisition, order blanks, copy instructions, and/or deposit are inconsistent or in conflict with the terms of this Contract the terms and conditions of this contract shall prevail, unless agreed to in writing between the Advertiser/Agency and Worth. The general terms and conditions contained herein shall be binding on Worth and Advertiser/Agency. In any event, the parties shall be governed by and construed in accordance with the laws of Dade County, FL.

(b) Worth shall have the right, upon reasonable written notice, to terminate this Agreement, in the event of material breach of the Agreement by Advertiser/Agency, provided that Worth has notified Advertiser in writing of said breach and Advertiser does not cure said breach within ten (10) business days of notification.

(c) The terms and conditions of this Contract may only be modified by written agreement between Worth and Advertiser

(d) The parties acknowledge and agree that Worth specifically reserves the right to modify, change and/or increase advertising rates, provided that written notice of any increase in rates will be given to advertisers before the closing date of the issue preceding that in which new rates will become effective. Contract may be cancelled by Advertiser/ Agency within ten (10) days of notice of rate change without incurring a short rate adjustment charge, provided the then existing Contract rate has been earned and paid up to date of cancellation.

**(20) Entire Agreement.** Except as modified or supplemented by a writing executed by both parties, the Terms and Conditions described herein and any attached IO or invoice, incorporated by reference herein, are the only representations, warranties, and understandings between the parties with respect to the products and/or services described herein. Advertiser/Agency as the case may be, each represent and warrant to Worth that the advertising/agency is the authorized representative of the Advertiser/Agency and they acknowledge that Worth has relied upon these representations and warranties in connection with its entering into this Contract. Advertiser/Agency specifically acknowledge and agree that they are jointly and severally liable under this Contract.

**(21) Disputes.** Each party hereby waives any right to a trial by jury in the event of any controversy or claim relating to these Terms and Conditions. The law of the State of Florida shall apply to any resulting claim or action, and the exclusive jurisdiction and venue for any proceeding brought pursuant to these Terms and Conditions shall be Dade County, FL.

**(22) Severability.** Should any provisions of these Terms and Conditions be found invalid or unenforceable, all such provisions are to be enforced to the maximum extent permitted by law, and beyond such extent shall be deemed severed from these Terms and Conditions without affecting the validity or enforceability of any other provision.