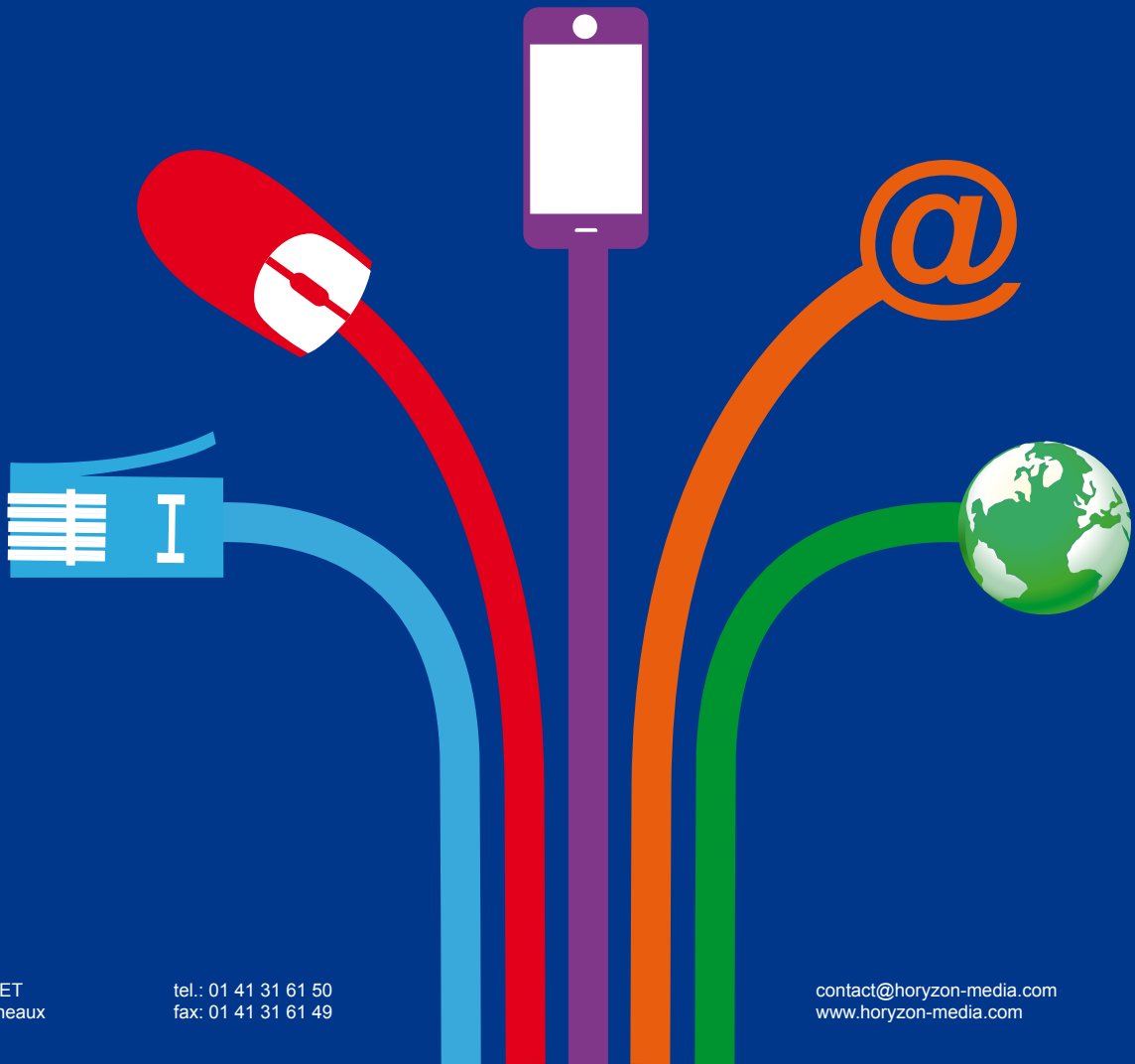


---

RATES AND GENERAL TERMS OF SALE  
**2011**



# CONTENTS

## **1. Horyzon Media, multidisciplinary advertising sales house**

## **2. Presentation of our commercial Offer**

Presentation of the HM display offer

Presentation of the HM clics offer

Presentation of the HM direct offer

Presentation of the HM mobile offer

Presentation of the HM worldwide offer

## **3. Achievements in 2010**

## **4. Our Events in 2011**

## **5. Rates and general terms of sale**

# HORYZON MEDIA, multidisciplinary advertising sales house...

HORYZON MEDIA  
display

**"Display"** sales  
the advertising space on  
70 powerful and recognised  
sites, sold by display

HORYZON MEDIA  
direct

**"Direct"** distributes  
e-mailings targeted to  
qualitative bases coming  
from referral sites on the  
internet landscape

HORYZON MEDIA  
worldwide

**"Worldwide"** sales  
advertising formats on  
more than 1000 sites  
and 30 countries

HORYZON MEDIA  
clics

**"clics"** sales performances  
campaigns based  
on a qualified network  
of several thousand sites.

HORYZON MEDIA  
mobile

**"Mobile"** markets  
advertising space  
on brand-name mobile  
sites and recognised  
mobile applications

# ...IN ORDER TO RESOLVE ALL YOUR ISSUES

NOTORIETY

IMAGE

HORYZON MEDIA  
display

HORYZON MEDIA  
world wide

HORYZON MEDIA  
mobile

Skins  
Special operations  
Targeting  
Sponsoring  
Rich media...

HORYZON MEDIA  
direct

HORYZON MEDIA  
clics

HORYZON MEDIA  
world wide

HORYZON MEDIA  
mobile

CPC sales  
CPA, CPL  
Push SMS/MMS  
Targeted e-mailing  
Piggybacking

TRAFFIC

CONVERSION

---

PRESENTATION OF OUR COMMERCIAL OFFER

2011



More than **70 sites**  
with strong brands



**27 million**  
Internet users  
covered each month

All thematics and all targets covered

**Thematics**



POWER



CONSUMPTIONS



AUTOMOTIVE



HIGH-TECH



NEWS



JOBS



REAL ESTATE



TOURISM



SPORT



ENTERTAINMENT

**Targets**



WOMEN



MEN



PARENTS  
CHILDREN



YOUTH



ABC1



GREEN



PRO

Somes sites from the offer



**9500 sites**

A qualified network



**4 million** clicks








each month

An offer divided per **thematics** and **targets** packs

### Thematics

 AUTOMOBILE	 MUSIC
 FINANCE	 SPORT
 REAL ESTATE	 GAMES
 BTOB	 DECORATION

### Targets

 WOMEN	 MEN
 PARENTS CHILDREN	 YOUTH
 ABC1	 GREEN
 PRO	

Some sites from the offer



2 separate offers adapted to your communication objectives

### BRANDING OFFER

More than **15 databases**  
of e-mail addresses  
**6M** qualified addresses

### PERFORMANCE OFFER

More than **80 databases**  
of e-mail addresses  
**50M** qualified addresses

A few databases  
in the Branding offering



lastminute.com



Ruchandirect.fr



Maximiles™



KOMPASS  
Connects business to business

A few databases  
in the Performance offering



>>> All **thematics** and all **targets** covered

More than **50 criterias** targeting are available

Sports Address Holidays Cinema  
Geography Animals **Sex** Postal Code  
**Age** Home Type of housing

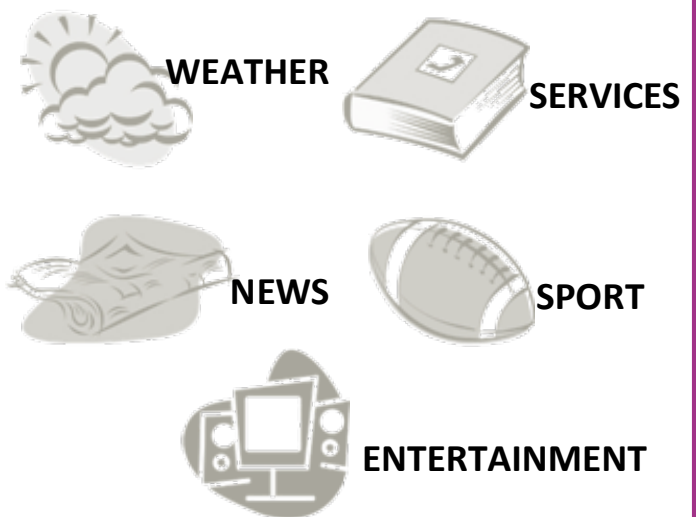
An offer adapted to the objectives of **Branding**  
and **Direct marketing**

"Brandmobile" offer

Sites and applications with strong brands...

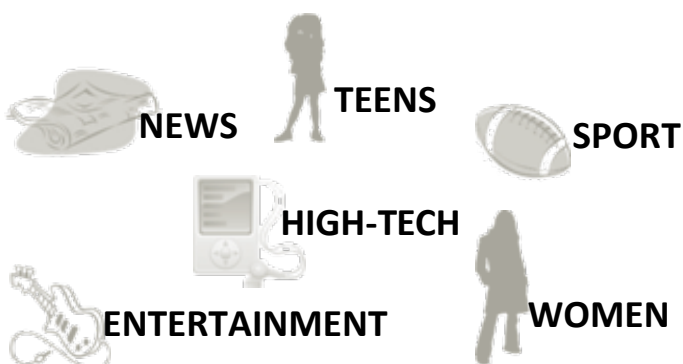


... That covers all the thematic the most viewed on the mobile



"Mobileclics" offer

A diversified CPC network to cover the thematic and targets in affinity with your brand



A powerful Push SMS/MMS offering with over 1.5 million numbers available



More than  
**30 Countries**  
covered



**13 billion** pages  
viewed in the world

Key **partnerships**, one **central contact**

International sites



Local advertising partners



More than **1000 sites** to cover the internet user  
all around the world

**Vertical products adapted** to the needs of advertisers



NEWS



SPORT



FINANCE



HIGH-TECH



ENTERTAINMENT



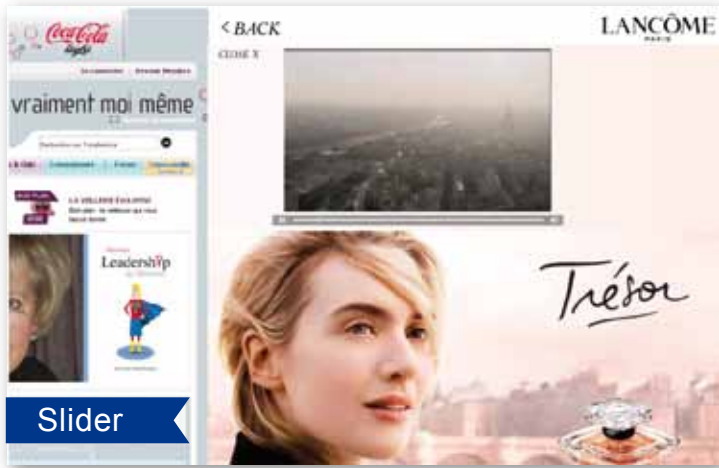
FAMILY



TRAVEL

LIFESTYLE

Communicate differently on affiliated sites.



Slider



Hockeystick video



Transparent expand



Video skins



Pushdown video

OUR CREATIONS  
2010

---



Some of our best creations!



Goodyear invades MarcelGreen's homepage



Citroën Pushdown video on PC Impact



Orange MPU Expand Video on PagesJaunes



IE8 Skin on Mappy & PagesJaunes

# Some of our best creations!



Maserati expand banner on Technikart



Integration of Best Western POIs on Mappy mobile (Store Locator)



Overlay + MSN windows live skin on the Horyzon Media clics network



Skin + Hermès video MPU on Focus.de and Faz.net



Special operations and offers all throughout the year



CHRISTMAS EVENT FORMATS  
Dedicated mini-site + e-mailing + button

WORLD CUP 2010 SPECIAL OPERATION  
Dedicated mini-site + e-mailing + button



SUMMER 2010 OFFERINGS  
E-mailing + button



BRANDING OFFERINGS  
E-mailing



Horyzon Media also creates **custom-made** operation to answer to all your branding and communication issues in an **original** and **impacting** way!

OUR EVENTS  
2011

---





---

RATES AND GENERAL TERMS OF SALE

2011



## Classical formats

	FORMAT	HOME PAGE	GENERAL ROTATION
Skyscraper	120X600	25 €	20 €
Large skyscraper	160X600	31 €	30 €
Large banner	728X90	25 €	20 €
Banner	468X60	23 €	18 €
MPU	300X250	50 €	40 €
<b>Big MPU</b>	300X600	60 €	50 €

## Event formats

	FORMAT	HOME PAGE	GENERAL ROTATION
<b>Transparent flash + format</b>		75 €	60 €
<b>Overlay</b>		75 €	60 €
<b>Skins</b>		Contact us	Contact us
<b>MPU expand</b>		Contact us	Contact us
<b>Corner</b>		Contact us	Contact us
<b>Pushdown</b>		Contact us	Contact us
<b>Expand banner</b>		Contact us	Contact us
<b>Special operations</b>		Contact us	Contact us

## Classical formats

		Gross CPC	Gross CPV*	Gross CPA/CPL
Rectangle	180x150	2.20 €	3.20 €	Contact us
Skyscraper	120x600	2.20 €	3.20 €	Contact us
Large skyscraper	160x600	2.20 €	3.20 €	Contact us
Large banner	728x90	2.20 €	3.20 €	Contact us
Banner	468x60	2.20 €	3.20 €	Contact us
MPU	300x250	2.20 €	3.20 €	Contact us
Big MPU	300x600	Contact us	Contact us	Contact us
Text link		Contact us	Contact us	Contact us

## Event formats

		Gross CPC	Gross CPV*	Gross CPA/CPL
Skins		Contact us	Contact us	Contact us
MPU expand		Contact us	Contact us	Contact us
Corner		Contact us	Contact us	Contact us
Overlay		Contact us	Contact us	Contact us
Expand banner		Contact us	Contact us	Contact us
Transparent flash		Contact us	Contact us	Contact us

## Classical formats

	FORMAT	HOMEPAGE	GENERAL ROTATION
Skyscraper	120X600	25 €	20 €
Large skyscraper	160X600	31 €	30 €
Large banner	728X90	25 €	20 €
Banner	468X60	23 €	18 €
MPU	300X250	50 €	40 €
<b>Big MPU</b>	300X600	60 €	45 €

## Event formats

	FORMAT	HOMEPAGE	GENERAL ROTATION
<b>Transparent flash + format</b>		75 €	60 €
<b>Overlay</b>		75 €	60 €
<b>Skins</b>		Contact us	Contact us
<b>MPU expand</b>		Contact us	Contact us
<b>Corner</b>		Contact us	Contact us
<b>Overlay</b>		Contact us	Contact us
<b>Expand banner</b>		Contact us	Contact us
<b>Special operations</b>		Contact us	Contact us

**"Brandmobile" offering**

	Gross CPM
Banner	25 €
Expand banner	30 €
Overlay	45 €
Special operations	Contact us

**"Mobileclicks" offering**

	Gross CPC
Banner	1 €
Overlay	2 €
Push SMS	500 €

**Direct marketing**

	CPM	CPC	CPL
E-mailing	350 €	4.50 €	
Piggybacking	400 €		
Co-registration			3,5 €
Special operations	Contact us	Contact us	Contact us
Telephone			

## DISCOUNTS

	DISCOUNTS
<b>Gross base volume discount</b>	
> 50 000 €	5%
> 100 000 €	10%
> 200 000 €	15%
> 300 000 €	20%
> 500 000 €	30%
<b>Multi-lever discount</b>	
2 levers	5%
3 levers and more	10%
<b>Professional discount</b>	15%
<b>New advertiser discount</b>	10%
<b>Loyalty discount</b>	10%
<b>Pack discount</b>	20%

## SUPPLEMENTS

	SUPPLEMENTS
<b>Capping</b>	15%
<b>Targeting</b>	20%
<b>Programming targeting</b>	10%
<b>Behavioural targeting</b>	20%
<b>Sector exclusivity</b>	25%
<b>Double brand quotation</b>	15%
<b>Video (excluding ad serving costs)</b>	10%

**Discounts do not apply to technical costs**  
**The minimum amount for a commercial quotation is 1000€ net**

## Definitions

“Customer”: refers to the advertiser acting directly or through the intermediary of an agent (advertising agency, media broker) identified in the advertisement order as a professional. The agents acting in the name and on behalf of advertisers must provide evidence of their status by means of a mandate certificate.

“Advertising”: refers to all advertisements from the Customer consisting notably of a trade name, a presentation text of the firm or activity, a clickable URL link intended to promote the brand/brands and/or the provision of goods or services.

“Media”: refers to the fixed and mobile Websites of editors within the portfolio of HORYZON MEDIA.

“Contract”: refers to all the contractual documents consisting of these general terms and the associated advertisement order.

## Contract

Only these general terms shall apply to the advertisement order to the exclusion of all other general terms. The applicable general terms are the ones in force on the date of signing of the advertisement order by the Customer. The simple fact that the Customer places an advertisement order implies that he fully accepts these general terms in their entirety.

The signing of the advertisement order by the Customer shall also be considered as a firm, definitive commitment.

It is hereby agreed that the Advertising referred to in this advertisement order in addition to the Customer’s corporate name, trade name and logo may be reproduced by HORYZON MEDIA for advertising purposes in any other commercial or promotional documents and media.

The Customer hereby certifies that he is able to authorise the use, reproduction and representation of the latter and shall guarantee HORYZON MEDIA against all patent infringement, unfair or parasitic competition which could occur in connection with the use, reproduction and representation of the above-mentioned elements.

## Validation of the advertisement order – Content of adverts

Upon receipt of the advertisement order from the Customer and subject to the validation of the Customer’s Advertising by HORYZON MEDIA, the Advertising shall be distributed on all Media.

The advertisement order shall be returned by the Customer to HORYZON MEDIA at the latest fifteen (15) days before the planned publication. Only advertisement orders which have been signed by the Customer shall be taken into account. If a request is made to cancel the advertisement order by the Customer by registered letter with acknowledgement of receipt sent to HORYZON MEDIA:

- at least fifteen (15) days before the planned date of publication of the Advertising in the advertisement order, the Customer shall not pay any indemnity and HORYZON MEDIA shall not charge the Customer for the cancelled advertisement order; during the period from fifteen (15) days to five (5) days before the planned date of publication of the Advertising in the advertisement order, HORYZON MEDIA shall charge the Customer, in addition to the advertisement order amount, compensation for an amount of between 40% and 60% of the cancelled advertisement order amount at the discretion of HORYZON MEDIA;
- less than five (5) days before the planned date of publication of the Advertising in the advertisement order, HORYZON MEDIA shall charge the Customer, in addition to the advertisement order amount, compensation for an amount of between 70% and 90% of the cancelled advertisement order amount at the discretion of HORYZON MEDIA;

In the event of a delay in the advertising campaign notified by registered letter with acknowledgement of receipt by the Customer received by HORYZON MEDIA:

- at least fifteen (15) days before the planned date of publication of the Advertising in the advertisement order, HORYZON MEDIA shall only charge the Customer for the advertisement order amount;
- during the period from fifteen (15) days to five (5) days before the planned date of publication of the Advertising in the advertisement order, HORYZON MEDIA shall charge the Customer, in addition to the advertisement order amount, compensation for an amount of between 20% and 40% of the delayed advertisement order amount at the discretion of HORYZON MEDIA;
- less than five (5) days before the planned date of publication of the Advertising in the advertisement order, HORYZON MEDIA shall charge the Customer, in addition to the advertisement order amount, compensation for an amount of between 40% and 60% of the delayed advertisement order amount at the discretion of HORYZON MEDIA;

All requests to amend the advertisement order, including partial amendments, shall be sent by letter or fax at the latest fifteen (15) working days before the planned distribution date of the Advertising. For all amendment requests received after this deadline and at least five (5) days before the planned distribution date, HORYZON MEDIA shall charge the Customer compensation equal to 30% of the amendment advertisement order amount in addition to the advertisement order amount. For all amendment requests received less than five (5) days before the planned distribution date of the Advertising, HORYZON MEDIA shall charge the Customer compensation equal to 60% of the amendment advertisement order amount in addition to the advertisement order amount.

The Customer shall be responsible for providing HORYZON MEDIA with the Advertising elements which he has designed or manufactured at the latest one (1) week before the planned publication date. This deadline may be extended or reduced according to the type of Advertising to be distributed at the discretion of HORYZON MEDIA who shall inform the Customer at the time of signing of the advertisement order.

In the event of the late presentation of the Advertising elements, HORYZON MEDIA reserves the right to postpone the campaign accordingly depending on stock availability without the Customer being authorised to claim any compensation whatsoever.

Furthermore, in the event of the late presentation of Advertising elements, HORYZON MEDIA shall be released from its commitment to deliver 100% of the volume ordered by the Customer. HORYZON MEDIA undertakes, however, to do its utmost to deliver 100% of the ordered volume. If, in spite of its best efforts, HORYZON MEDIA is not able to deliver 100% of the ordered volume, the Customer shall not be authorised to demand any compensation whatsoever.

For all formats, with the exception of IAB and event-driven formats, in the event of the late delivery of Advertising elements leading to a failure to publish the ordered Advertising or the postponement of the planned publication date and/or failure to deliver 100% of the volume ordered by the Customer, HORYZON MEDIA shall pay the Customer the amount stated in the advertisement order.

For all IAB formats, in the event of the late delivery of Advertising elements leading to a failure to publish the Advertising ordered by the Customer HORYZON MEDIA shall pay the Customer compensation calculated according to the delay as follows:

- in the event of late delivery made at the latest 24 hours before the publication date of the planned Advertising, HORYZON MEDIA shall charge the Customer a daily penalty set at 300 euros per day;
- in the event of late delivery made within 24 hours prior to the publication date of the planned Advertising, HORYZON MEDIA shall charge the Customer a daily penalty equal to 80% of the net ordered amount.

For all IAB formats, in the event of late delivery of the Advertising elements resulting in a time lag between the planned publication date and/or failure to deliver 100% of the volume ordered by the Customer, the following provisions shall apply:

- in the event of late delivery made at the latest 24 hours before the publication date of the planned Advertising, HORYZON MEDIA shall charge the Customer for 100% of the volume ordered in the advertisement order in addition to a daily penalty set at 300 euros per day;
- in the event of late delivery made within 24 hours prior to the publication date of the planned Advertising, HORYZON MEDIA shall charge the Customer for 100% of the volume ordered in the advertisement order in addition to a daily penalty equal to 80% of the net ordered amount.

For all IAB formats, in the event of late delivery of the Advertising elements resulting in a time lag between the planned publication date and/or failure to deliver 100% of the volume ordered by the Customer, the following provisions shall apply:

- in the event of late delivery made at the latest 24 hours before the publication date of the planned Advertising, HORYZON MEDIA shall charge the Customer for 100% of the volume ordered in the advertisement order in addition to a daily penalty set at 300 euros per day;
- in the event of late delivery made within 24 hours prior to the publication date of the planned Advertising, HORYZON MEDIA shall charge the Customer for 100% of the volume ordered in the advertisement order in addition to a daily penalty equal to 80% of the net ordered amount.

For all event & dynamic formats, in the event of the late delivery of Advertising elements leading to a failure to publish the Advertising ordered by the Customer HORYZON MEDIA shall pay the Customer compensation calculated according to the delay as follows:

- in the event of late delivery made at the latest five (5) days before the publication date of the planned Advertising, HORYZON MEDIA shall charge the Customer a daily penalty set at 300 euros per day;
- in the event of late delivery made within five (5) days prior to the publication date of the planned Advertising, HORYZON MEDIA shall charge the Customer a daily penalty equal to 80% of the net ordered amount.

For all event & dynamic formats, in the event of late delivery of the Advertising elements resulting in a time lag between the planned publication date and/or failure to deliver 100% of the volume ordered by the Customer, the following provisions shall apply:

- in the event of late delivery made at the latest five (5) days before the publication date of the planned Advertising, HORYZON MEDIA shall charge the Customer for 100% of the volume ordered in the advertisement order in addition to a daily penalty set at 300 euros per day;
- in the event of late delivery made within five (5) days prior to the publication date of the planned Advertising, HORYZON MEDIA shall charge the Customer for 100% of the volume ordered in the advertisement order in addition to a daily penalty equal to 80% of the net ordered amount.

It should be pointed out that the above-mentioned provisions relating to the late delivery of Advertising elements and all requests to cancel, postpone or amend the Advertising shall be distinct from one another. Therefore, the penalties provided for by said provisions may be combined if their fulfilment terms are fulfilled. Moreover, these penalties shall apply without prejudice to any other damages which HORYZON MEDIA may claim.

- In the event of the non-conformity of the Advertising with the technical characteristics required by HORYZON MEDIA, the Customer shall make the necessary amendments within the deadlines required for the publication of the Advertising. These deadlines shall be specified by HORYZON MEDIA.
- In the event of persistent non-conformity with the intended technical characteristics, HORYZON MEDIA reserves the right not to distribute the Advertising in part or in its entirety without the Customer being authorised to claim any compensation whatsoever. In this case, the full Advertising price shall be payable by the Customer irrespective of whether the Advertising has been distributed.

HORYZON MEDIA shall decline all responsibility concerning faults or errors which could stem from the use of the technical elements provided by the Customer.

### **Order fulfilment report – appraisal of the campaign**

At the end of each advertising campaign, HORYZON MEDIA shall send the Customer a campaign appraisal by email. The Customer hereby accepts that the methods and technologies used by HORYZON MEDIA with a view to establishing the campaign appraisal shall take precedence over any other method or technology used. Therefore, in the event of disputes, the details contained in the campaign appraisal provided by HORYZON MEDIA shall be considered as official, definitive data and shall apply between the Parties. Said details shall take precedence over any other details recorded by the Customer or any other third party and shall be the only ones accepted as evidence.

### **Responsibility of HORYZON MEDIA**

Within the framework of his obligations, the Customer hereby agrees that HORYZON MEDIA shall not be bound by due care. The responsibility of HORYZON MEDIA shall never be involved in the event of a delay, incorrect fulfilment of failure to fulfil the Contract caused by the Customer or Media or due to a force majeure or fortuitous event. HORYZON MEDIA shall not assume any responsibility concerning interruptions or malfunctions of the Internet network.

Under penalty of foreclosure, if the responsibility of HORYZON MEDIA is called into question directly due to a proven fault committed by the latter, all claims against HORYZON MEDIA shall be notified by registered letter with acknowledgement of receipt within a maximum of thirty (30) days following the generating event. Failure by HORYZON MEDIA to fulfil any of its obligations shall only grant the Customer a right to compensation in the event of proven damage.

In all events, HORYZON MEDIA shall not be held responsible for indirect damage such as any additional costs, commercial damage, financial damage, loss of customers, loss of turnover, loss of profits, loss of orders, loss of data, loss of savings, any commercial disruptions, shortfalls in earnings or alteration of the brand image even if this damage could be predicted and had been brought to the attention of the latter. HORYZON MEDIA shall not be held responsible in any way in the event of the copying, forgery, imitation and generally any reproduction of all or some of the Advertising by a third party or any publication incidents due to disruptions in the electronic communication network.

In all events and without prejudice to the above-mentioned provisions, the responsibility of HORYZON MEDIA shall be limited to the Advertising amount which incurred the responsibility irrespective of the cause and included all potential causes. HORYZON MEDIA undertakes to distribute the Advertising subscribed for by the Customer in accordance with the terms of the Contract. In the event of an amendment to the terms of fulfilment and/or distribution of the Advertising, HORYZON MEDIA shall inform the Customer and shall obtain the latter's agreement concerning the planned changes. The Customer may in this case cancel the advertisement order exclusively on the basis of real, serious grounds without being authorised to claim any compensation whatsoever.

If the planned distribution date cannot be respected, another distribution date shall be set at the Customer's discretion subject to the same terms as those stipulated in the advertisement order. If the Customer fails to agree to a new distribution date for the Advertising, the Contract shall be cancelled and shall not give rise to any invoicing. In this case, the Customer shall not be eligible for any compensation whatsoever. When several Advertising items are presented in the same position, they may be displayed alternately each time a page is refreshed and/or loaded.

### **Customer Responsibility – Guarantees**

The hypertext link behind the Advertising must redirect towards the Customer's site.

The Customer undertakes to ensure that the content of the site is directly linked to his Advertising.

The Customer shall guarantee HORYZON MEDIA against all convictions or other consequences which could stem from the action of a third party as a result of this connection, notably if the content of said site and the sites redirected from this site were contrary to the regulations in force, public order of good practice. The Customer shall guarantee that the Advertising fulfils the characteristics, particularly those of a technical and graphic nature, imposed by HORYZON MEDIA and confirms that he has been made aware of the latter prior to the signing of the Contract. The Customer shall be solely responsible for the telephone numbers, titles, classification headings, texts, fixed or animated images, sounds, brands and in general the complete content of the Advertising that he requires irrespective of its distribution.

The Customer shall be solely responsible for all the legal, fiscal and contractual obligations stemming from his activity and in particular shall deal with all the obligations relating to the management of customer relations and the payment of all taxes linked to sales concluded with users on the site accessible via the hypertext link from the Advertising. The Customer undertakes to fulfil the procedures and obligations linked to the exploitation of his activity.

The Customer specifically declares that he possesses the necessary rights for literary and artistic property, industrial property (trademarks, designs, models) and, where applicable, rights to human images for all elements featuring in the Advertising and that the latter and the site to which it refers shall be compliant with public order, good practice, all legal, administrative or ethical rules concerning the professional and the recommendations of the Professional Regulatory Authority for Advertising.

The Customer hereby authorises HORYZON MEDIA, on a non-exclusive basis and for the whole world, to use, reproduce, represent, adapt and publicise the Advertising notably including the trademarks, logos, creations protected by copyright and any distinctive signs appearing in the Advertising.

The Customer shall not receive ownership or usage rights for screenshots and all the trademarks, logos, distinctive signs and, more generally, all intellectual property rights which remain the exclusive property of HORYZON MEDIA.

HORYZON MEDIA reserves the right to refuse or amend any Advertising or content at any time during the fulfilment period of the advertisement order if the latter proves to be inconsistent with the regulations applicable by HORYZON MEDIA or its editorial line. This refusal shall not grant the Customer any right to compensation and shall not exempt the latter from the payment of outstanding amounts.

In all events, the Customer shall be answerable for all damage caused to HORYZON MEDIA and any third party as a result of non-compliance with the legal obligations or contractual commitments and/or in the Advertising.

The Customer shall guarantee HORYZON MEDIA against all convictions or other consequences which could stem from the action of a third party.

In the knowledge that his insert is consultable by individuals of all ages, nationalities, races, genders and religions and that HORYZON MEDIA shall not exert any control over these consultations, the Customer shall refrain from making any allegations which could be sensitive for these categories and shall guarantee HORYZON MEDIA against all convictions or other consequences which could subsequently arise from the action of a third party.

Apart from the contracts taken out by an agent according to the law of 29 January 1993, the signatory shall remain responsible for the payment provided for in this contract even if he has requested, for personal reasons, that the invoice be addressed to a third party.

The acceptance of the Advertising by HORYZON MEDIA shall not invoke the responsibility of HORYZON MEDIA and shall not be considered as validation by HORYZON MEDIA of the conformity of the latter with the provisions of this document and/or the regulations in force or as renunciation by HORYZON MEDIA of his rights according to this document.

### **Financial terms**

The Advertising shall be charged to the Customer by HORYZON MEDIA according to the schedule in force on the date of receipt of the advertisement order duly completed and signed by the Customer. The prices quotes are in euros and exclusive of tax. All rights, duties and taxes owed in connection with the distribution of the Advertising shall be charged to the Customer.

All amendments to the schedule shall be notified to the Customer by any suitable means (email, fax, letter, etc.) at least eight (8) days before their enforcement. It should be pointed out that price amendments shall only apply to signed Advertising prior to enforcement if they are favourable to the Customer.

Unless specifically stated otherwise in the advertisement order, the invoice shall be issued and addressed by HORYZON MEDIA to the Customer during the month following the last day of publication of the Advertising. All invoices shall be paid by the Customer by transfer or by cheque within a period of thirty (30) days following the issue date.

Notwithstanding the above-mentioned provisions, HORYZON MEDIA may accept or request specific payment terms or refuse an advertisement order in the event of previous payment incidents if the customer's solvency presents abnormal risks or if the collection terms present particular difficulties. Therefore, HORYZON MEDIA may demand the following payment terms from the Customer:

- 50% on the date of signing of the advertisement order;
- 50% on the first publication date of the Advertising.

Without prejudice to all damages or the cancellation of the advertisement order in accordance with the provisions of the article entitled "Suspension – Cancellation" hereinafter, all amounts owed by the Customer which have not been paid in full on the due date shall lawfully result in:

- the charging of penalties on the basis of 3 times the legal interest rate in force;
- the immediate payability of all outstanding amounts irrespective of the payment method.

The penalties shall be payable immediately without prior notification and the Customer may be liable for all the costs (legal, recovery costs) incurred.

In the event of the designation by a Customer of a paying agent, the latter shall guarantee that his defaulting shall in no way relieve the Customer of his responsibility.

The disputing of all or part of an invoice must take place at the latest within a period of fifteen (15) days from the issue date by registered letter with acknowledgement of receipt. The disputing of part of an invoice must not under any circumstances defer the settlement of the non-disputed part. In the absence of disputes within the above-mentioned period, the invoice shall be deemed to have been accepted by the Customer.

### **Suspension - Cancellation**

In the event of non-fulfilment by one of the parties of one of his obligations according to this Contract and after seven (7) days following receipt by the defaulting party of a registered letter to which no response has been provided, this Contract shall be lawfully cancelled without prejudice to any damages which may be claimed from the defaulting party.

HORYZON MEDIA reserves the right to lawfully suspend and/or cancel the Contract without delay, without formality and without any right to compensation in the event of non-compliance by the Customer with one of the provisions of the Contract or if HORYZON MEDIA considers that the Customer's action could incur its responsibility or in the event of obvious fraud or disloyalty on the part of the Customer or if all or part of the Advertising proves to be non-compliant with the applicable laws and regulations, the terms of this Contract, good practice or public order. This suspension/cancellation shall not prevent HORYZON MEDIA from claiming damages from the Customer according to the damage incurred by HORYZON MEDIA.

### **Non-competition – Non-exclusivity**

The Customer shall not accept that the Advertising be used to promote products or services which compete with those of HORYZON MEDIA or the Media. At the time of signing of the advertisement order, the Customer undertakes to inform HORYZON MEDIA of any Advertising which may be used to promote products or services other than its own. In this case, HORYZON MEDIA may at its discretion decide to refuse the advertisement order or request that the Customer amend the Advertising without the Customer being authorised to claim any compensation.

In the event of non-compliance with the provisions featuring in this article, HORYZON MEDIA may lawfully terminate the Contract and cancel or suspend all Advertising. HORYZON MEDIA may also claim compensation from the Customer. HORYZON MEDIA shall not hereby grant any exclusivity in any form whatsoever.

### **Confidentiality**

The Customer hereby agrees to consider all the information and documents exchanged within the framework of these terms, including the Contract, as strictly confidential during the term of the Contract and following its termination for any reason whatsoever.

### **Force majeure**

In the case of a force majeure event, the fulfilment of the Contract shall be temporarily suspended. In addition to the cases referred to by French jurisprudence, force majeure events include: Interruptions or malfunctions of any kind concerning the Internet network, computer bugs and any maintenance or breakdown in the network of software and hardware which prevent the distribution of the Advertising, riots or disruptions, natural catastrophes or epidemics, acts of terrorism, sabotage, legal or statutory provisions which restrict the subject of the Contract, social conflicts of all kinds and more generally all events outside the remit of HORYZON MEDIA or events which prevent the normal fulfilment of the Contract. The term force majeure shall also apply to the non-fulfilment or failure on the part of HORYZON MEDIA to fulfil its contractual obligations due to the failed fulfilment of obligations by a third party which the latter had commissioned to fulfil all or some of its obligations when the force majeure conditions as defined hereinabove apply with regard to the third party.

If this event were to last for more than ninety (90) days, the Contract could be lawfully cancelled by HORYZON MEDIA without any legal formality by registered letter with acknowledgment of receipt taking immediate effect without the Customer being authorised to claim any compensation whatsoever.

### **Amendment of the Contract**

The general terms of sale applying to Advertising are the ones in force at the time of sending the advertisement order signed by the Customer (as confirmed by the postmark or acknowledgement of receipt of a fax). HORYZON MEDIA reserves the right to amend the general terms of sale at any time. All new versions of said general terms shall be sent to the Customer and shall apply to the Customer thirty (30) days after receipt.

### **Invalidity**

If one or more stipulations of the Contract are considered to be invalid or declared as such according to a law, regulation or following a final decision by a competent jurisdiction, the other stipulations of the Contract shall retain their entire force and scope.

**Transfer**

The Contract shall not be transferred by the Customer in part or in its entirety.

**Applicable law - Attribution of competence**

The Contract shall be governed by French law.

In the event of a dispute, the Commercial Court of Paris shall have exclusive competence.

**Right to Access and Rectify Computer Files**

In accordance with the provisions of articles 38, 39 and 40 of the law on computing and freedoms of 6 January 1978, amended by the law of 6 August 2004, the Customer shall have the right, as far as HORYZON MEDIA is concerned, to access and rectify data which concerns him.

HORYZON MEDIA may be required to provide the PagesJaunes Group and/or its subsidiaries and/or their partners with all the details and content of the Advertising obtained within the framework of this order in order to carry out commercial prospecting operations. The Customer may oppose this communication by sending notification by email to the following address: [http://contact@horyzon-media.com](mailto:contact@horyzon-media.com).

**HORYZON MEDIA** CCCCC

**Eric Aderdor**  
 Directeur Général  
**CEO**  
 eaderdor@horyzon-media.com  
 www.horyzon-media.com

9, rue Maurice Mallet  
 92130 Issy-les-Moulineaux  
 Bur : + 33 1 41 31 61 52  
 Mob : + 33 6 82 68 99 49  
 Fax : + 33 1 41 31 61 49

**HORYZON MEDIA** CCCCC

**Claudie Voland Rivet**  
 Directrice marketing & communication  
**Head of marketing & communication**  
 cvolandrivet@horyzon-media.com  
 www.horyzon-media.com

9, rue Maurice Mallet  
 92130 Issy-les-Moulineaux  
 Bur : + 33 1 41 31 78 42  
 Mob : + 33 6 63 48 13 18  
 Fax : + 33 1 41 31 61 49

**HORYZON MEDIA** CCCCC

**Pierre Vendroux**  
 Directeur Business et Développement  
**Head of Business Development**  
 pvendroux@horyzon-media.com  
 www.horyzon-media.com

9, rue Maurice Mallet  
 92130 Issy-les-Moulineaux  
 Bur : + 33 1 41 31 88 99  
 Mob : + 33 6 60 20 31 94  
 Fax : + 33 1 41 31 61 49

**HORYZON MEDIA** display CCCCC

**Alexandra Suire**  
 Directrice Commerciale sites externes  
**External website Sales Director**  
 asuire@horyzon-media.com  
 www.horyzon-media.com

9, rue Maurice Mallet  
 92130 Issy-les-Moulineaux  
 Bur : + 33 1 41 31 61 26  
 Mob : + 33 6 61 16 03 22  
 Fax : + 33 1 41 31 61 49

**HORYZON MEDIA** display CCCCC

**Bruno Lebreton**  
 Directeur commercial display  
 PagesJaunes & Mappy  
**Sales Director PagesJaunes & Mappy**  
 blebret@horyzon-media.com  
 www.horyzon-media.com

9, rue Maurice Mallet  
 92130 Issy-les-Moulineaux  
 Bur : +33 1 41 31 61 53  
 Mob : +33 6 22 12 39 52  
 Fax : +33 1 41 31 61 49

**HORYZON MEDIA** mobile CCCCC

**Najet Benoist-Lucy**  
 Directrice de la publicité  
**Account director**  
 nbenoist-lucy@horyzon-media.com  
 www.horyzon-media.com

9, rue Maurice Mallet  
 92130 Issy-les-Moulineaux  
 Bur : + 33 1 41 31 86 96  
 Mob : + 33 6 48 73 72 77  
 Fax : + 33 1 41 31 61 49

**HORYZON MEDIA** clics CCCCC

**Maxime Joly**  
 Directeur commercial  
**Sales director**  
 mjoly@horyzon-media.com  
 www.horyzon-media.com

9, rue Maurice Mallet  
 92130 Issy-les-Moulineaux  
 Bur : + 33 1 41 31 61 56  
 Mob : + 33 6 83 14 25 24  
 Fax : + 33 1 41 31 61 49

**HORYZON MEDIA** direct CCCCC

**Abid Badil**  
 Directeur de la Publicité  
**Account Director**  
 abadi@horyzon-media.com  
 www.horyzon-media.com

9, rue Maurice Mallet  
 92130 Issy-les-Moulineaux  
 Bur : +33 1 41 31 78 54  
 Mob : +33 6 21 43 15 25  
 Fax : +33 1 41 31 61 49

**HORYZON MEDIA** worldwide CCCCC

**Martin Clamart**  
 Directeur commercial international  
**international sales director**  
 mclamart@horyzon-media.com  
 www.horyzon-media.com

9, rue Maurice Mallet  
 92130 Issy-les-Moulineaux  
 Bur : + 33 1 41 31 78 44  
 Mob : + 33 6 46 03 79 95  
 Fax : + 33 1 41 31 61 49