

Barter Terms & Conditions

1. Barter credits

- 1.1. This agreement shall be deemed an addendum to the existing contract, as agreed between the parties.
- 1.2. As part of the agreement, the customer may provide insert marketing services to Affiliprint, including but not limited to the insertion of third-party inserts from Affiliprint's advertisers into the customer's packages.
- 1.3. In consideration of the insert marketing services provided by the customer to Affiliprint, the customer shall be entitled to receive barter credits from Affiliprint as compensation, in lieu of monetary compensation. These barter credits shall represent a unit of economic value.
- 1.4. The value represented by the barter credits shall be applicable exclusively to the value of the insert marketing services provided by the customer to Affiliprint and, conversely, to any insert marketing services provided by Affiliprint to the customer. Except as required for the settlement of VAT as described in Article 3, these credits are non-redeemable for any monetary compensation and may not be used by either party to offset outstanding penalties, damages, or other financial obligations arising from any legal relationship between the parties. The barter credits shall retain their value solely in the context of, and for the duration of, the ongoing cooperation between the parties pursuant to the existing contract.
- 1.5. Barter credits shall apply exclusively to the distribution of inserts in A6, A5, and DIN Large formats, or any other formats explicitly approved in writing by Affiliprint, inserted as individual items within the packaging. Products in any other formats shall be excluded from the barter credits.

2. Valuation of Barter Credits

- 2.1. For each insert inserted and distributed by the customer as a publisher, the corresponding value in barter credits will be determined based on the market value at the time. The market value is established by Affiliprint and will be communicated to the customer upon request. The barter credits value is therefore subject to fluctuations and reflects the current market conditions.
- 2.2. Upon the successful distribution of the number of inserts agreed between Affiliprint and the customer, the customer's barter credit balance will be credited with the corresponding barter credits at the time the media costs are recorded with the customer as the publisher.

- 2.3. If, for any reason, following the booking of the media costs with the customer as publisher and the subsequent increase of the barter credit balance, Affiliprint determines that the customer has failed to fulfill their obligations regarding the insertion and distribution of the inserts for which the barter credits were granted, the relevant credit increase shall be retrospectively deducted.
- 2.4. Should Article 2.3 apply and result in a negative balance, Affiliprint reserves the right to issue an invoice to the customer. The invoice must be settled within the payment terms as stipulated in the contract.

3. Tax Treatment and Valuation for VAT Purposes

- 3.1. Notwithstanding Article 1.3 regarding the non-monetary nature of the compensation, the Customer acknowledges that the exchange of insert marketing services constitutes a taxable supply for VAT purposes under applicable tax laws.
- 3.2. Solely for the purpose of VAT compliance and invoicing, Affiliprint shall assign a notional monetary value to the insert marketing services using a "Notional Barter-CPM" (Cost Per Mille).
- 3.3. The Customer agrees that this Notional Barter-CPM:
 - a) Is a mandatory valuation method for tax assessment only;
 - b) Does not represent the market value, commercial price, or resale value of the inserts; and
 - c) Does not create any entitlement for the Customer to claim financial compensation, cash settlement, or payout.
- 3.4. Affiliprint will issue invoices reflecting this Notional Barter-CPM. Unless otherwise required by law, these invoices are settled via the clearing of mutual credits and shall not result in a cash payment obligation, except for the VAT amount where applicable.

4. Administration and Balance of Barter Credits

- 4.1. The accrued barter credits shall be administered by Affiliprint in a transparent and comprehensively formatted document.
- 4.2. The customer shall have access to this document at all times in order to review their current barter credit balance, as well as all credits utilized by the partner with other Publishers for services provided by Affiliprint, where barter credits have been applied.
- 4.3. Affiliprint shall unilaterally maintain this document to minimize potential data loss. Should the customer request changes to this document, they must notify their designated contact at Affiliprint.

- 4.4. The parties shall have the option to schedule a meeting with Affiliprint regarding the insert marketing services, to review and process all orders where barter credits have been utilized, and to discuss and approve the current balance. Confirmation of the current balance shall take place during this meeting.
- 4.5. Should the customer disagree with the current balance following the meeting between the parties, the customer must submit a substantiated claim to Affiliprint within three working days following the meeting regarding any discrepancies in the balance.
- 4.6. All accrued and unused barter credits shall expire two years from the date of their allocation.
- 4.7. The customer is at all times limited to a balance of accrued barter credits agreed in the barter service level agreement between the Customer and Affiliprint. Should the customer exceed this limit, they may continue to accumulate credits. However, the customer acknowledges that they are required to utilize these credits once the limit is reached, unless otherwise agreed in writing with Affiliprint.
- 4.8. The customer is entitled to use accrued barter credits for media costs of publishers in a campaign managed by Affiliprint. Printing costs for the inserts and Affiliprint's management fees are excluded from the barter credit system, and such costs will be clearly specified in quotes and invoices. Should the customer wish to deviate from this, such deviations must be coordinated with Affiliprint and receive written approval.
- 4.9. A direct barter deal is defined as a direct, one-to-one exchange of value and products between the customer and a third party, where both parties act simultaneously in the capacity of advertiser and publisher. The customer will insert and distribute an equal number of inserts on behalf of the third party, just as the third party will deliver services on behalf of the customer. No adjustments to the barter credit balance will be made by Affiliprint for such direct barter deals, although management fees and printing costs will still apply.
- 4.10. An indirect barter deal, whether for the purchase or sale of media costs, is defined as a situation where the customer receives barter credits when acting as a publisher distributing third-party inserts, and earns barter credits, as well as when the customer uses barter credits as an advertiser to purchase media costs for distribution by third-party publishers.

Management fees and printing costs will still apply to these indirect barter deals. In both cases, Affiliprint will maintain the customer's barter credit balance for administrative purposes.

5. Potential Issues Concerning Campaigns for Which Barter Credits Are Used

- 5.1. If the barter credit balance is insufficient to cover the media costs for a particular publisher without resulting in a negative balance, the customer shall not be permitted to use barter credits for the purchase of these media costs. Instead, the customer will receive an invoice from Affiliprint for the corresponding amount.
- 5.2. The parties may agree in writing to deviate from the aforementioned clause for a specific campaign regarding media costs and the use of barter credits, which may result in a negative barter credit balance as a consequence. The customer acknowledges that they are responsible for rectifying the negative balance and bringing it back to a positive balance within a reasonable timeframe. Should this not be feasible, or if the cooperation is terminated prematurely, an invoice will be issued to bring the balance to zero.

6. General Provisions

- 6.1. In the event that the Media Plan is terminated or ceases to exist, this Agreement shall automatically terminate concurrently.
- 6.2. Any amendment to this Agreement must be agreed upon in writing between both Parties.
- 6.3. This Agreement is governed by Dutch law.
- 6.4. Any dispute arising between the Parties from or in connection with this Agreement shall be resolved by the competent court in Lelystad.
 - a. Under this barter agreement, barter customers receive credits for the inserts they distribute. These credits represent a certain value and may be used by barter customers for personal purposes.
 - b. It is expressly agreed that the value of the credits will not be converted into monetary compensation and will remain exclusively within the barter program.