

## General Advertising Provisions

### Forbes.com Inc.

The following are general terms and conditions governing advertising placed on [www.forbes.com](http://www.forbes.com) (the "FORBES.COM Website"), the site on the World Wide Web of the Internet (the "Web") operated by Forbes.com Inc. ("FORBES.COM"). By submitting advertising for inclusion on the FORBES.COM Website, advertiser and agency agree to be bound by these general terms and conditions.

1. Rates. Rates published in the FORBES.COM rate card available on the FORBES.COM Website are effective as of January 8, 2008. Announcement of any changes in rates will be made upon at least 8 weeks notice to the advertiser prior to the date by which such changed rates will be applicable.

2. World Wide Web. Advertiser and its agency acknowledge that they are generally familiar with the nature of the Web and proposed uses thereof.

3. Delivery of Materials; Advertising Specifications; Change Orders. All creative materials must be received by FORBES.COM at least five days in advance of the start date for the advertisement in the relevant insertion order. Changes to creative materials must be received by FORBES.COM at least five days in advance of requested change date. FORBES.COM's advertising specifications are accessible through the URL [www.forbes.com/fdc/mediakit.pdf](http://www.forbes.com/fdc/mediakit.pdf). FORBES.COM reserves the right to change any of its advertising specifications at any time. Any change orders must be made in writing and acknowledged by FORBES.COM. In connection with contests, surveys and similar items (all of which are "advertisements" for purposes of these terms and conditions), advertiser/agency shall be responsible to provide to FORBES.COM rules and regulations complying with all applicable laws to appear together with the contest, survey or similar item. If advertising materials are late, *in absence of a mutually acceptable resolution between the Parties*, Forbes.com may elect to either: (1) hold Advertiser responsible for the media purchased pursuant to the IO and bill Advertiser for the affected inventory or (2) hold Advertiser responsible for the media purchased pursuant to the IO and Forbes.com will run an Ad Council PSA as a replacement until the creative is received.

4. Delivery, Frequency and Make Good. All figures relating to the number of advertisements served as determined by FORBES.COM shall govern, regardless of whether advertiser/agency is using the services of a third party ad server. If FORBES.COM fails to provide the number of advertising impressions specified in the relevant insertion order (if any), FORBES.COM will make good on its agreement as described below. FORBES.COM will not make good for under delivery due to delays caused by advertiser/agency. Advertiser/agency understands that all frequency discounts are based on the advertiser's/agency's commitment to fulfilling the frequency indicated in the insertion order. If, for any reason, this frequency is not met by the time of expiration or cancellation of the order, advertiser/agency agrees to pay a short rate charge on all advertisements run. This charge will be

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equal to the difference between the rate shown in the insertion order and the rate earned based on the applicable rate card for the actual frequency completed.

5. Advertising Content; Indemnification. All advertisements are accepted and made available by FORBES.COM on the FORBES.COM Website upon the warranty of the agency and advertiser that they are authorized to make available on the FORBES.COM Website the entire contents and subject matter thereof and that such advertisement will not violate any law or infringe upon any right of any party. In consideration of the placement of advertisements on the FORBES.COM Website and any linkage to the advertiser's site on the Web (if advertisers elect), the advertiser and the agency agree to, jointly and severally, indemnify and save FORBES.COM, its officers, directors, agents and employees and affiliates harmless from and against any and all claims, suits, losses, and/or expenses arising out of any aspect: of the content and/or the appearance of such advertisement(s) on the FORBES.COM Website and/or the advertiser's site on the Web as linked through the FORBES.COM Website, including, without limitation, those arising from claims or suits for defamation, copyright or trademark infringement, misappropriation, violation of the Lanham Act or rights of privacy or publicity or from any and all similar claims now known or hereafter devised. It is further agreed that the advertiser and agency are jointly and severally liable for payment of invoices for advertising made available on the FORBES.COM Website hereunder. Any references to FORBES.COM in advertisements, promotional material or merchandising by the advertiser or the agency is subject to prior written approval by FORBES.COM for each use.

6. Limitation of Liability. FORBES.COM shall not be subject to any liability whatsoever for any failure to provide reference or access to all or any part of the advertising due to systems failures or other technological failures of the FORBES.COM Website or the Web or other circumstances beyond FORBES.COM's control. In the event (i) FORBES.COM fails to publish an advertisement in accordance with the schedule provided in the insertion order, (ii) FORBES.COM fails to deliver the number of total impressions specified in the insertion order (if any) by the end of the specified period, or (iii) of any other failure, technical or otherwise, of such advertisement to appear as provided in the insertion order, the sole liability of FORBES.COM to advertiser/agency shall be limited to, at FORBES.COM's discretion, a prorata refund of the advertising fee representing undelivered impressions, placement of the advertisement at a later time in a comparable position, or extension of the term of the insertion order until total impressions are delivered. UNDER NO CIRCUMSTANCES WILL FORBES.COM BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, FOR LOST INCOME OR PROFITS, IN ANY WAY ARISING OUT OF OR RELATED TO ORDERS FOR ADVERTISING, EVEN IF FORBES.COM HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

7. Conflicts; No Placement Guaranty. No conditions, printed or otherwise, appearing on contracts or instructions which conflict with the provisions of these terms and conditions will be binding on FORBES.COM. Except as otherwise specifically agreed by FORBES.COM and the advertiser/agency, all advertising positioning/placement clauses or conditions will be treated as requests only and cannot be guaranteed.

8. Cancellation. Orders for advertising may be cancelled by advertiser/agency only as follows: in respect of (a) News Department and Content Hub Sponsorships, on 45 days prior written notice to FORBES.COM, (b) all other Sponsorships, on 30 days prior written notice to FORBES.COM, and (c) rotation, run-of-site and newsletter advertisements, on 15 days prior written notice to FORBES.COM. Orders for contests, surveys and similar items shall be non-cancelable after two

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weeks prior to the first date on which the contest, survey or similar item is scheduled to appear within the FORBES.COM Website and through the period on which it is scheduled to run on the FORBES.COM Website.

9. Sponsorships. Advertisers/agencies purchasing a Sponsorship of at least 6 months in duration shall have the right to extend the term of such Sponsorship provided that the advertiser/agency gives written notice to FORBES.COM of its commitment to so extend at least 60 days prior to the last day of the Sponsorship. In the event that the advertiser/agency shall fail to provide the 60-day notice described in the prior sentence, FORBES.COM shall have no further obligation to advertiser/agency to extend the term of the Sponsorship. Nothing in this paragraph shall require FORBES.COM to extend the term of a Sponsorship at the same rates as the original Sponsorship and any extension of the term of a Sponsorship shall be at FORBES.COM's then current rates.

10. Positioning. Unless otherwise agreed by FORBES.COM and agency and/or advertiser, FORBES.COM shall have the right to insert the advertising in various areas of the FORBES.COM Website in its discretion.

11. Errors and Omissions. FORBES.COM is not responsible for errors or omissions in any advertising materials provided by the advertiser or its agency.

12. Approval. All advertisement copy is subject to approval of FORBES.COM. FORBES.COM reserves the right to reject or cancel any advertising and/or linkage to an advertiser's site on the Web for any reason at any time.

13. Payment Terms. Invoices will be rendered on or about the first date on which the advertising is scheduled to appear on the FORBES.COM Website. Payment will be due within 30 days from the date of invoice.

14. Discounts. Unless otherwise specifically agreed by FORBES.COM and the advertiser/agency, no cash discounts, volume discounts or other discounted rates will be available.

15. Collection. In the event FORBES.COM does not receive payment or advertiser/agency otherwise breaches the terms of this contract, advertiser and/or its agency shall pay all of FORBES.COM'S costs and expenses in connection with enforcement and/or collection proceedings.

16. Assignment; Choice of Law. Advertiser/agency may not resell, assign or transfer any of its rights hereunder. This contract shall be governed by the laws of the State of New York, without regard to its conflicts of law provisions. Any dispute arising under this contract shall be brought solely in the courts of the State of New York.

17. FORBES.COM Advertising Information. All other terms and conditions of the FORBES.COM Website advertising information are incorporated herein by reference.