

Sanoma's General Conditions of Sale

These conditions of sale apply when an advertiser, media agency, advertising agency or other advertising service provider (hereinafter the "Advertiser") buys advertising space and/or airtime from Sanoma Media Finland Oy or its subsidiary (hereinafter "Sanoma") to appear in publications, TV and radio channels, website or mobile pages, applications or newsletters sold by Sanoma Media Finland (hereinafter "Advertising Platforms") or external ad networks or social media services ("External Platforms").

These conditions are applied when the Advertiser purchases advertising space and/or airtime on Sanoma's own Advertising Platforms or External Platforms and additionally when the Advertiser purchases advertising space and/or airtime on Advertising Platforms of other separately mentioned media companies besides Sanoma.

If the Advertiser purchases supplementary and additional services for marketing from Sanoma ("Marketing Services"), such as content production or website production and management services, the general terms and conditions concerning these services or commission-specific terms and conditions that have been separately agreed by the parties are primarily applied in addition to these conditions. As for advertising ordered through Sanoma's Ad Manager, the special terms and conditions for the said service are primarily applied (<https://media.sanoma.fi/sanoma-ad-manager-kayttoehdot>).

When purchasing advertising space and/or airtime (including when delivering advertising content), the Advertiser agrees to comply with these conditions of sale as well as with any special terms and conditions agreed upon by the parties in each individual case.

1. Sale of advertising

When booking advertising space and airtime, the Advertiser must specify the advertiser and the advertised product or service and comply with the schedules and technical specifications provided in the Sanoma advertising guidelines when submitting the campaign's advertising material. The valid advertising guidelines and advertising formats of Sanoma and the Advertising Platforms are available at media.sanoma.fi and the External Platforms used by Sanoma are given in these Conditions of Sale or agreed separately with the Customer.

The Advertiser who has purchased advertising space and/or airtime may not sell it to a third party. When a campaign is purchased as part of a display or instream package, Sanoma does not guarantee visibility on all of the Advertising Platforms or External Platforms included in the package.

2. Campaign definition and impressions guarantee

Campaign

Regarding Total TV, TV, audio and radio, a campaign means a package which is booked and confirmed in one go and which advertises the same product or service. Separate campaigns by one Advertiser will be regarded as a single campaign if the time period between the campaigns is seven (7) days or less, and if the same advertisement(s) and/or buying target audience is used in them.

Impressions guarantee

Sanoma grants an impressions guarantee for Total TV and TV campaigns. This means that Sanoma guarantees that the campaign will deliver the number of impressions confirmed by the Advertiser in the buying target audience within the agreed campaign period (hereinafter "Impressions Guarantee"). If necessary, Sanoma will air advertisements free of charge during the agreed campaign period in order to reach the number of impressions confirmed by the Advertiser. Sanoma's terms for granting the Impressions Guarantee that are in force at the time in question can be found at media.sanoma.fi. Any shortfall in the guaranteed impressions will be compensated with the Advertiser's consent by either continuing the campaign or in connection with the Advertiser's next campaign. No monetary compensation will be made due to a failure to achieve the guaranteed number of impressions. The Impressions Guarantee is verified from the final figures of the TV Audience Measurement supplied by Finnpanel Ltd. Total TV campaigns are verified using the Total TV measurement valid at the time in question.

Sanoma gives an impression guarantee for impression-based display and instream campaigns. If the campaign does not deliver the purchased number of impressions, the campaign will be continued until the agreed ad impressions have been delivered. Sanoma has the right to continue the campaign until the agreed ad impressions have been delivered. Upon separate agreement, the deficit in ad impressions can be compensated for in connection with the next campaign. If the ad impressions at the end of the campaign fall short of the target by no more than five (5) per cent, no compensation will be given for the ad impressions. The number of impressions and clicks generated by a campaign is monitored through the advertising management system employed by Sanoma.

3. Prices and portfolio

Sanoma reserves the right to amend the published rates. Rate increases will also apply to advertisement bookings made previously by the Advertiser and unconfirmed offers made by Sanoma, unless Sanoma has explicitly informed the Advertiser that the offer made by Sanoma is binding.

In the event of a rate increase, the Advertiser has the right to completely or partially cancel or shorten the advertisement booking at no extra charge within six (6) days as of the date on which the Advertiser is notified in writing of the rate increase.

Rate increases attributable to legislation or the actions of the authorities also apply to all prices (including time bookings already made and open offers). If the broadcast time of a television advertisement has had to be changed to a time other than the one reserved for reasons beyond Sanoma's control and if the Advertiser has approved the change, the Advertiser will be charged according to the rate of the new broadcast time.

In case of channel portfolio changes, Sanoma reserves the right to move advertising to the channels sold by Sanoma.

4. Discounts

General terms and conditions for discounts

Sanoma issues discounts on various grounds. An agreement that entitles the Advertiser to a discount must be made before the beginning of the campaign included in the agreement. Discounts are not applied to Marketing Services nor do they count towards the customer's total invoicing amount. No discounts are granted on net-priced products or ways of purchasing that resemble net-priced products, such as CPC (Cost per Click) display products and programmatic buying, or on separately agreed products outside the pricelist or the use of External Platforms. Discounts for individual customers can be agreed upon separately with the customer.

Non-profit advertising discount

Sanoma grants a 35% discount on non-profit advertising. In addition, the direct customer discount or advertising and media agency discount applies.

Non-profit advertising:

- Influences the quality of life and well-being of citizens
- Influences attitudes, values and conduct
- Does not seek financial gain
- Provides encouragement or information, warns of risks or helps people take initiative

The discount on non-profit advertising is granted on the condition that the advertisement does not contain any logos from sponsors. The discount does not apply to business, recruitment or property advertising or similar administrative advertising by non-profit entities.

Direct customer discount

In the event that an Advertiser buying directly from Sanoma meets the operational and quality criteria detailed in these conditions, Sanoma grants the Advertiser a direct customer discount in proportion to the total invoicing as specified in the table below:

Customer's total invoicing (EUR)			Customer's net reimbursement, %
3 months	6 months	12 months	
8,750	17,500	35,000	6
16,250	32,500	65,000	7
33,750	67,500	135,000	8
46,250	92,500	185,000	9
58,750	117,500	235,000	10
71,250	142,500	285,000	11
85,000	170,000	340,000	12

The basic level of the Advertiser's total invoicing entitling the Advertiser to the discount is calculated from the net prices of advertisements. The net price refers to the price from which all possible discounts have been deducted.

Advertising and media agency discount

An agency discount on the campaign price is granted to the advertising and media agencies separately approved by Sanoma according to the table below. Sanoma requires that the agency receiving the agency discount abides by these conditions of sale, observes the booking and payment schedules and transmission guidelines and assumes full credit risk (del credere) for the advertisements it supplies. In terms of TV campaigns, agencies receiving advertising an agency discount shall take care of their client's campaign planning, bookings and tracking via X4 Extranet and shall for this purpose utilize research services produced for professional media buyers.

Total invoicing of advertising or media agency (EUR)			Net reimbursement, %
3 months	6 months	12 months	
8,750	17,500	35,000	9
16,250	32,500	65,000	10
33,750	67,500	135,000	11
46,250	92,500	185,000	12
58,750	117,500	235,000	13
71,250	142,500	285,000	14
85,000	170,000	340,000	15

The basic level of the Advertiser's total invoicing entitling the Advertiser to the discount is calculated from the net prices of advertisements. The net price refers to the price from which all possible discounts have been deducted.

Operational and quality criteria for entitlement to a direct customer discount or an advertising and media agency discount

- Delivery of orders and responsibility for process management
 - Orders are submitted digitally, according to a specified interface (EDI, OVT or a www route).
 - Information content meets the given specifications and the agreed schedule is followed.
- Delivery of materials and responsibility for process management and control
 - The materials are delivered according to the specified technical instructions and the agreed schedule.
 - The materials must be accompanied with unique identifiers with which the material can be automatically linked to the advertisement booking.
- Media planning cooperation

- Maintenance of Sanoma's media information within the organization and informing it about upcoming changes and special offers.
- The Advertiser has access to surveys that support the reliability and professional nature of media planning (NRS National Readership Survey) and their further application software, or the Advertiser can otherwise demonstrate its professional skills and resources adequate for the operations.

Reimbursement for a Self-Ordered Campaign

Sanoma grants the buyer reimbursement for Total TV and TV advertising campaigns designed in accordance with these General Terms and Conditions and industry best practices. This applies to campaigns for which the buyer, in accordance with the agreed-upon process, handles the booking, confirmation, scheduling instructions, and delivery of ad spots using their own workforce, during their working hours, and with their tools.

The basis for reimbursement includes the buyer's utilized working hours as well as the development and utilization of tools. Sanoma confirms the amount of reimbursement to the buyer quarterly, calculated based on the net volume of Total TV and TV campaigns entitled to reimbursement. The criteria or conditions for reimbursement may change during the year 2024. Further information about the operating model is available from Sanoma's TV and radio planning.

5. Campaign confirmation

Sanoma makes an offer to the Advertiser on a TV, radio, display and instream campaign based on the Advertiser's booking. The Advertiser must confirm the offer according to these terms and conditions.

Total TV, TV, radio and audio

The period of validity of a Total TV and TV campaign offer is determined according to the table below:

Time from booking date to the start of the TV campaign	Offer valid as of the booking date
28 days or more	2 weeks
14-27 days	1 week
8-13 days	3 days
6-7 days	1 day
3-5 days	Offer must be confirmed the same day as it was booked

The period of validity of a radio and audio campaign offer is determined as follows:

Time from booking date to the start of the radio campaign	Offer valid as of the booking date
28 days or more	2 weeks
14-27 days	1 week
7-13 days	3 days
5-6 days	1 day
2-4 days	Offer must be confirmed the same day as it was booked

The periods of validity are calculated according to original booking date; even if changes are made to the offer, the confirmation date will not change. Sanoma reserves the right to reduce the normal confirmation periods during public holidays or peak advertising demand periods.

The campaign must be confirmed digitally (EDI, X4 Extranet) no later than by 11:00 p.m. on the final date of validity mentioned in the offer. If the Advertiser needs help with the confirmation from Sanoma's Total TV, TV, audio and radio planning team, it should contact the team by 3:00 p.m. on the final date of validity mentioned in the offer. Please note! If there are less than five (5) days from the booking to the intended start date of a radio or audio campaign, the campaign must be confirmed by 11:00 a.m. on the booking date of the said radio or audio campaign. If the confirmation arrives after 11:00 a.m., the potential start date of the radio or audio campaign is postponed by one day.

Display and instream

The campaign offer is valid for 14 days or until there are five (5) days to the start of the campaign, after which the inventory is released automatically if the offer has not been confirmed. If the booking is made less than five (5) days prior to the start of the campaign, the booking is automatically confirmed. Sanoma reserves the right to postpone or cancel a campaign without liability to compensate, if the inventory that is necessary to carry out the campaign is unavailable at the time of confirming the campaign offer.

News media and magazines media

When booking fixed ad positions (including HS multichannel front page), the Advertiser agrees to purchase the booked fixed position, i.e. the booking is automatically confirmed. Other bookings must be made by the booking deadline. The booking schedules for news media and magazines media can be found at media.sanoma.fi.

Social media and Google advertising

The campaign is regarded as confirmed at the time of booking. Changes or cancellations concerning the booking may be made according to the conditions of sale.

6. Changes to campaigns

Unless otherwise agreed, the Advertiser may not make any changes to booked campaigns nor have any influence on the editorial context in which the advertisement will appear. Sanoma has the right to change the time and duration of performance-based advertising (such as CPC) without a particular reason so that the targets and scope agreed for the advertising campaign remain unchanged.

The following terms and conditions apply to Total TV, TV, audio and radio campaigns:

Total TV and TV

Package buying

When buying Total TV or TV airtime, no changes may be made to an offered or a confirmed campaign, but the original campaign must be cancelled and airtime rebooked. With regard to a confirmed campaign, the original confirmed budget must not be affected.

Channel buying

If additional airtime is purchased for an offered campaign and no other changes are made to the line items of the offer, the campaign will not be updated. If the spot length is extended, all the line items of the campaign offer will be updated (estimates, rates and airtime availability check). If the spot length is reduced, an airtime availability check will not be performed for an offered campaign, but the rates will be updated in accordance with spot-length factors.

If additional airtime is purchased for a confirmed campaign, but no other changes are made, the line items will not be updated. If the spot length of a confirmed campaign needs to be changed, the original, confirmed budget must not be affected. If the spot length is extended, all the line items of the confirmed campaign will be updated (estimates, rates and airtime availability check). If the spot length is reduced, the confirmed campaign will not undergo an airtime availability check, but the rates will be updated in accordance with spot-length factors. If additional airtime cannot be purchased due to the times being sold out, the original campaign budget shall be invoiced from the customer.

Radio and audio

Radio Velho

When buying with Radio Velho, it is possible to increase or decrease the budget of a campaign offer. The budget of a confirmed campaign can be increased as long as this is done prior to the start date of the campaign. The new booking will then be automatically confirmed, i.e. no separate confirmation is needed. If other changes need to be made to an offered or a confirmed campaign, the airtime must be rebooked with the latest available NRS data and rates. The original budget of a confirmed campaign must not be affected.

Audioplanner

If any changes are made to an offered or a confirmed campaign, the airtime must be rebooked with the latest available NRS data and rates. The original budget of a confirmed campaign must not be affected. If the spot length is shortened, more airtime may be purchased to meet the original budget. If additional airtime cannot be purchased when the spot length is reduced due to the times being sold out, the original campaign budget shall be invoiced from the customer.

Social media and Google advertising

Changes may be made to campaigns within seven (7) days of the date of entry of the booking by written notice given by the Advertiser.

7. Special terms and conditions concerning External Platforms, Analytics Services and Digital Marketing Tools

External Platforms, or ad networks, refer to groups of websites, such as Google Ads and Facebook, that offer advertising space to advertisers. Sanoma executes social media and Google advertising on the External Platforms agreed upon separately with the Advertiser within the scope of the ordered service.

Analytics Services refer to online services used to analyse website traffic and campaigns, such as Google Analytics, which Sanoma operates on behalf of the Advertiser and/or to which the Advertiser has granted access to Sanoma as part of the advertising service purchased from Sanoma.

Digital Marketing Tools refer to tools such as Google Tag Manager, which can be used to manage and monitor the collection and monitoring of website data and which Sanoma operates on behalf of the Advertiser and/or to which the Advertiser has granted access to Sanoma as part of the advertising service purchased from Sanoma.

The terms and conditions applicable to External Platforms in these Terms and Conditions also apply to Analytics Services and Digital Marketing Tools.

Sanoma has the right to amend campaigns or their content in accordance with the terms and conditions of External Platforms or to optimize their content whenever this is in the Advertiser's interest. A social media and Google advertising includes campaign tracking and adjustments in accordance with the ordered service package. Any adjustments outside the ordered service package are invoiced by the hour according to the rates valid at the time.

Sanoma does not guarantee the visibility, functionality or placement of advertising campaigns on External Platforms. Sanoma is not responsible for the technical or other functioning of External Platforms nor liable for any damage that may be incurred by the Advertiser due to the use of External Platforms or other third-party networks or applications. In addition to these Conditions of Sale, the terms and conditions of the External Platforms are complied with when executing campaigns and services involving External Platforms. Sanoma is not responsible for the impacts that the limitations or changes of the terms and conditions of the External Platform have on executing the Campaign or other ordered service.

The execution of campaigns and services involving External Platforms requires the Advertiser to possess functional web and mobile sites that comply with the advertising practices of the External Platforms. The Advertiser does not have the right to transfer or copy campaigns designed by Sanoma and involving External Platforms nor their content to a third party, with the exception of an advertiser provided in connection with the order. The Advertiser does not have the right to transfer or copy Analytics Service and Digital Marketing Tool configuration setups designed and implemented by Sanoma to a third party. The

Advertiser is also not entitled to transfer or copy Analytics Services and Digital Marketing Tools configuration sets designed and implemented by Sanoma to third parties.

Sanoma has the right to utilize the Advertiser's anonymized data that it has received or generated via External Platforms for the purpose of developing or producing its own products and services and to disclose the data to other companies within the same group.

8. Cancellation terms

Sanoma

Sanoma reserves the right to reschedule or cancel a campaign, the use of advertising space, the display of an advertisement, airtime or a time booking without having to pay compensation in special circumstances. Sanoma shall notify the Advertiser of such changes without delay and make every effort to provide a new, corresponding airtime, advertising space or displays to replace the rescheduled or cancelled airtime, advertising space or displays.

Sanoma has the right to cancel, without any particular reason, a performance-based (e.g. CPC) advertising campaign agreed with the Advertiser and to invoice the Advertiser in accordance with the advertising carried out before the cancellation.

Advertiser

In the event that the Advertiser is forced to cancel or postpone a confirmed advertising campaign or a part thereof, the Advertiser is subject to the following cancellation terms:

News media

- *HS multichannel front page (print + digital channels):* Cancellations are to be made 14 days prior to publication. After this, cancellations are subject to a charge equal to 50% of the advertisement's net price. An advertisement cancelled less than two (2) days before the publication is subject to a charge equal to the advertisement's net price.
- *Other fixed ad positions, IS extended print runs and special issues:* Cancellations are to be made 14 days prior to publication. After this, cancellations are subject to a charge equal to 50% of the advertisement's net price. An advertisement cancelled after the final booking date is subject to a charge equal to the advertisement's net price.
- *Other bookings:* Cancellations are to be made prior to the final booking date. After this, cancellations are subject to a charge equal to the advertisement's net price.

Magazines media

- *Fixed ad positions:* Cancellations are to be made 14 days before the magazine's booking date. After this, cancellations are subject to a charge equal to 50% of the advertisement's net price. An advertisement cancelled after the final booking date is subject to a charge equal to the advertisement's net price.
- *Other bookings:* Cancellations are to be made prior to the final booking date. After this, cancellations are subject to a charge equal to the advertisement's net price.

Inserts

- Cancellations are to be made 31 days prior to the publication date. However, inserts to the HS Kuukausiliite supplement must be cancelled four (4) months prior to the publication date. After this, the cancellation is subject to a charge equal to 50% of the net price for distribution. Inserts cancelled after the material deadline are subject to a charge equal to the net price for distribution.

Display and instream

- If the campaign is cancelled more than ten (10) days before the intended start date, the cancellation is not subject to a charge.
- If the campaign is cancelled 6–10 days before the intended start date, the cancellation is subject to a charge equal to 25% of the campaign's net price.
- If the campaign is cancelled 4–5 days before the intended start date, the cancellation is subject to a charge equal to 50% of the campaign's net price.
- Campaigns cancelled three (3) days or less before the intended start date are subject to a 100% charge of the campaigns' net price.
- If the fixed position of a display ad is cancelled during a 12-month fixed-term period, a 3-month period of notice shall be observed. If less than 3 months of the fixed-term period is left, the contract shall remain in force until the end of the fixed-term period.

Total TV and TV

- If the campaign is cancelled more than 30 days prior to the intended start of the campaign, the cancellation is subject to a charge equal to 25% of the campaign's net price.
- If the campaign is cancelled 15–30 days prior to the intended start date, the cancellation is subject to a charge equal to 50% of the campaign's net price.
- Campaigns cancelled 14 days or less before the start date are subject to a 100% charge of the campaigns' net price.

Radio and audio

- If the campaign is cancelled more than seven (7) days prior to the intended start date, the cancellation is subject to a charge equal to 25% of the campaign's net price.
- Campaigns cancelled seven (7) days or less prior to the intended start date are subject to a 100% charge of the campaigns' net price.

Programme sponsorship and promotions

- If the campaign/sponsorship is cancelled 31 days in advance or earlier, Sanoma charges 50% of the price for the sponsorship. If the cancellation is made 30 days or less prior to the start of the campaign, Sanoma charges 100% of the price for the sponsorship.

External Platforms

- The campaign may be cancelled without charge within seven (7) days of the date of entry of the booking by written notice given by the Advertiser.

Cancellation fees for Total TV, TV, radio, audio and programme sponsorship are calculated according to the first broadcast of the campaign/sponsorship. Only one cancellation fee percentage is applied in one campaign.

9. Invoicing and terms of payment

Campaigns are invoiced immediately after the publication or broadcasting of the advertisements on Tuesday and/or Thursday or on the first weekday of the month, unless otherwise separately agreed with the Advertiser. Invoicing is product- and service-specific according to Sanoma's invoicing policy. Campaigns purchased online are subject to the terms of invoicing and payment of the online marketplace in question. Performance-based (CPC) advertising is invoiced from the Advertiser according to the actual scope of advertising so that the value of advertising purchased by the Advertiser is not exceeded.

TV, audio and radio campaigns are invoiced in weekly periods (Monday–Sunday) in accordance with the advertisement's actual broadcast time so that the minimum charge is equal to price of the confirmed booking. For the time being, the shares of the products included in Total TV (such as TV or Display and instream) are invoiced separately according to the invoicing principles of the product in question. Digital campaigns invoiced according to their actual performance (such as CPC, social media and search engine advertising) are invoiced monthly in the last invoicing round of the month or according to progress.

Data service orders are invoiced once a month on the invoicing day following the end of the subscription period.

Sanoma sends an invoice to the invoicing address provided to Sanoma by the Advertiser. The Advertiser is responsible for making sure that the invoicing address provided to Sanoma is correct and kept up to date.

Sanoma may require a pre-payment from the Customer before the advertisement is published or implemented, e.g. in the case of a bad credit history. For invoicing that differs from the normal process, a EUR 15.00 invoicing surcharge may be added.

An invoicing surcharge pursuant to the currently valid price list and the currently valid value added tax may be added to the invoice. An annual interest on late payment of ten (10) per cent will be charged on delayed payments. Any notices concerning erroneous invoices must be made in writing within eight (8) days of the date of the invoice.

The terms of payment applicable to various media are specified in the table below:

Media	Companies	Advertising and media agencies	Consumers
News media, magazines media, display, instream	14 days net	14 days -1%, 30 days net	14 days net
Total TV, TV, radio, audio	14 days net	14 days -1%, 30 days net	
External Platforms	14 days net	14 days net	14 days net

If a TV or radio campaign is invoiced in advance, the term of payment is seven (7) days net. The term of payment applicable to advertising and media agencies that have made an operational and quality cooperation agreement and meet the creditworthiness criteria (IYN or a security to Sanoma) is 14 days - 1%, 30 days net.

10. Security

Sanoma agrees on the arrangements for security and terms of payment with the Advertiser, making use of Sanoma's accounts ledger and the credit information registers maintained by credit reference companies. Should the Advertiser's creditworthiness fail to meet the level expected by Sanoma, Sanoma may require the Advertiser to deposit a security.

If the Advertiser defaults on its payment obligations, Sanoma has the right, without a further hearing of the Advertiser and without a judgement or decision given by a court of law, to take the action necessary to secure its position as the pledgee and liquidate the security as it best deems fit as payment for its overdue receivables.

11. Responsibility for advertising content and advertising material

The Advertiser is responsible for ensuring that the advertisement commissioned by the Advertiser and delivered to Sanoma for publication is not contrary to currently valid laws, official or self-regulatory rules or any instructions provided by Sanoma in writing (such as the publication rules of Helsingin Sanomat, available in Finnish at [Helsingin Sanomien julkaisusäännöt](#) or these conditions of sale). Sanoma has the right to refuse to publish or broadcast an advertisement without having to pay compensation if the advertisement does not, in Sanoma's view, comply with the requirements specified above. The Advertiser is granted the right to use the advertisement or other material produced by Sanoma only for the purpose for which the said advertisement or material was produced.

The Advertiser is also responsible for obtaining all rights of ownership and/or use of the material and for ensuring that the advertisement can be published, broadcast or used otherwise without infringing the copyright, trademark, patent or other intellectual property rights or any other rights of any other party. The

Advertiser is responsible for covering all costs arising from obtaining the aforementioned rights or using the advertisement (including fees payable to the Finnish Composers' Copyright Society Teosto). The Advertiser is liable for all damages or other claims to a third party resulting from an infringement of or failure to obtain copyright, trademark, patent and other intellectual property rights and other rights (such as rights relating to the personal identity of an individual) or the costs thereof. Sanoma does not assume responsibility vis-à-vis the Advertiser or a third party for any damage or costs incurred by the Advertiser or a third party out of a failure to comply with these conditions of sale. The Advertiser is liable for these damages and costs.

The Advertiser ensures that the personal data collected for the Advertiser through Sanoma's Advertising Platform is used solely for the agreed-upon purposes and in accordance with the data protection appendix attached to these terms and in the manner required by applicable legislation.

All advertisements must be produced with consideration and good taste. The advertisements must be of the kind that they do not generate antipathy towards advertising. The advertisements should not contain or use any phrases or images which aim to or may disparage competitors, competing products or any other sectors of industry, professions or communities. The content of advertisements aimed at children must be considered carefully and it must be taken into account that they appeal to children as the users of the product or influence them with their example. Advertisements concerning pharmaceutical products must always be submitted for a preliminary inspection to the Supervisory Commission for the Marketing of Medicinal Products c/o Pharma Industry Finland (PIF).

Special responsibilities with regard to TV and radio advertising

Products and services that may not be advertised:

- Spirits/hard liquor (more than 22% ABV)
- Tobacco products
- Pharmaceuticals or pharmaceutical treatments available only by prescription

Products and services the advertising of which is restricted:

- Products forbidden from those under 16 years of age may be advertised after 9:00 p.m.
- Alcoholic beverages with low alcohol content may be advertised after 10:00 p.m.
- Products forbidden from those under 18 years of age may be advertised after 11:00 p.m.

The advertisements must be clearly distinguishable from the actual TV and radio programming both technically and in terms of their content and presentation method. The advertising material must meet the technical requirements set by Sanoma/Spotgate. Sanoma is entitled to refuse to broadcast or publish the advertisement without liability to compensate if the advertisement does not comply with the aforementioned requirements. Sanoma do not broadcast advertisements on radio channels which use or imitate the voices of the channels' hosts. In terms of advertisements that require a statutory informative section, Sanoma grants a maximum of 15 seconds of time for the informative section free of charge. The actual advertising spot must be longer than the free part. The informative section must be clearly placed at the end of the advertisement and it is not broadcast as a separate advertising spot. The advertising material is submitted to Sanoma at the Advertiser's risk. The special liabilities concerning TV and radio advertising also apply to Total TV insofar as advertising is executed on TV or radio.

Preliminary inspection of advertising materials

The Advertiser may submit the advertising material to Sanoma for preliminary inspection. The Advertiser is responsible for submitting the material to Sanoma for preliminary inspection at least seven (7) days before the deadline for material delivery.

In such preliminary inspection, the material is approved or rejected in accordance with situation at the time of inspection. Broadcasting or airing the advertisement may be suspended or forbidden at a later date, if the contents of the advertisement no longer comply with the general principles or if the authorities so demand. The preliminary inspection does not limit the Advertiser's liability for the content of the advertisement. Should the advertising material or a part thereof not be approved for broadcasting or airing, the Advertiser will be informed of this immediately. In such cases, the Advertiser must deliver new or edited material to Sanoma within two (2) days of Sanoma's notification or no later than by the normal deadline for material delivery. Should it fail to do so, or if the material fails to meet the requirements concerning the contents of advertisements, Sanoma has the right not to air or broadcast the advertisement at all. In this case, the Advertiser is nevertheless obligated to pay the agreed rate for the

entire advertising space or airtime it has booked and is not entitled to claim compensation for the reduction, modification or omission of the transmission, provided that the reduction, modification or omission is a result of the aforementioned reason.

12. Late submission of advertising material

The Advertiser must submit the advertising material for the campaign according to the schedules and technical instructions provided in the material instructions of Sanoma (www.media.sanoma.fi). The advertising material of a campaign booked through Sanoma's Ad Manager must be submitted via the interface of the said service according to the instructions provided in the service.

News media and magazines media

If an advertisement is submitted after the deadline, its publication cannot be guaranteed. Material submitted after the deadline is subject to a fee of EUR 200 per material set. If the material is not submitted at all, the advertisement's net price will be invoiced.

Display and instream

If the campaign material is delivered late, the campaign impressions will be decreased accordingly in proportion to the duration of the campaign (invoicing nevertheless 100%).

Total TV, TV, radio and audio

Advertisements or transmission instructions submitted after the deadline are subject to an express delivery fee of EUR 250 for each day of delay per late advertisement. The exceptional schedules applicable to public holidays will be announced separately.

External Platforms

If the Advertiser delivers material or fulfils its obligations related to the execution of its own campaign/service late, Sanoma reserves the right to invoice the entire ordered campaign/service.

13. Liability for broadcasting errors in TV and radio advertising

In the event that transmission instructions have not been received or they arrive late or are unclear or incorrect, Sanoma is not responsible for any broadcasting errors of a TV or radio advertisement (including Total TV campaigns). In the event that a broadcasting error attributable to Sanoma occurs, the form and amount of compensation will be agreed upon separately with Sanoma. The compensation is equal to no more than a corresponding amount of airtime or the decision not to invoice the erroneously broadcast advertisement. Any complaints concerning a broadcast must be made in writing within five (5) days of the advertisement's broadcast or intended date of broadcast.

Sanoma reserves the right to broadcast emergency warnings on its channels in accordance with currently valid legislation. If an emergency warning coincides with a commercial break and the advertisement is not broadcast as a result of this, Sanoma is not liable to compensate for such failure to broadcast the advertisement.

14. Right to use advertising material

Unless otherwise indicated in writing by the Advertiser to Sanoma no later than when it submits its advertising material to Sanoma, Sanoma has the right to transfer the material, following its initial publication or broadcast, to a hard drive or some other storage platform and to use it in presentation, training and research compilations and on its own internet and extranet pages. Sanoma does not have the right to use the advertisement for commercial purposes in other media. For the sake of clarity, Sanoma always has the right to use the advertising material as part of the media content in which the advertising material has been published or broadcast (i.e. archive use).

15. Force majeure

Advertisements will be broadcast or aired except in the case of force majeure, which means that Sanoma is not liable to indemnify the Advertiser for any unforeseeable events such as strikes, technical disruptions, delays by subcontractors and other similar contingencies beyond Sanoma's reasonable control and not arising from any action taken by Sanoma.

16. Data protection and the targeting of display and instream campaigns

The Advertiser shall undertake to comply with the EU General Data Protection Regulation (2016/679, GDPR), the Act on Electronic Communication Services (917/2014) and other applicable legislation and binding official guidelines in force at the time regarding the advertisement, the landing page of the advertisement and the applied advertising targeting technologies. When processing Personal Data, the Advertiser shall agree to comply with *Sanoma's Data Protection Appendix for Processing Data as part of Advertising and Related Services* (appendix to these General Conditions of Sale).

17. Competitors' advertising

The target media may simultaneously feature campaigns from the Advertiser and the Advertiser's competitors. Owing to client confidentiality and the limited amount of available advertising space, Sanoma cannot disclose advance information on competitors' campaigns. Should overlapping campaigns occur, they are not compensated for in any way.

18. Disclosure of campaign data

If Sanoma has handed over a summary of the campaign for the Advertiser's use after the campaign, the Advertiser may confidentially disclose it to be used by a third party in order to develop the Advertiser's business operations. The campaign data contained in the above summary may not be copied, saved to a databank maintained by a third party or otherwise used for commercial purposes.

For the sake of clarity, Sanoma has the ownership of data collected on the users of or subscribers to its Advertising Platforms or data relating to the use of these Advertising Platforms, even if the Advertiser has access to these Sanoma data through its own systems.

19. Sanctions

The Advertiser assures that no international sanctions (trade and economic sanctions) have been imposed on it directly or indirectly by the UN, the EU, the United Kingdom or the USA. In the event that sanctions are imposed on the Advertiser, it shall immediately notify Sanoma of this. If sanctions are imposed on the Advertiser directly or indirectly, Sanoma has the right to refuse to fulfil its contractual obligations, terminate the contract and receive compensation for any damage it may have incurred.

20. Damages and limitation of liability

The parties are not liable to indemnify each other for indirect loss or damage. Sanoma's liability for direct loss or damage is limited to the price of the purchased campaign. The aforementioned limitations of liability shall not apply if the loss or damage arises from wilful or gross negligence or a breach of section 11 or 16 of these conditions of sale.

21. Validity and termination of Agreement

The Agreement concerning a campaign will enter into force once the Advertiser has confirmed the offer made by Sanoma in writing or once Sanoma has confirmed, in writing or orally when an order is placed by phone, that it approves the order/booking placed by the Advertiser. An order confirmation is sent for an order that has been confirmed orally, and this confirmation does not need to be separately signed, returned or confirmed. The Agreement concerning a campaign is valid until the end of the campaign period agreed on by the parties, subject to section 1 of these conditions of sale or some other special provisions agreed upon by the parties.

Either party may terminate the Agreement with immediate effect if the performance of the other party fails to accord with the Agreement and the failure is not, despite a written notification, remedied within fourteen (14) days of the arrival of said notification; or if the other party is declared bankrupt, enters into liquidation or otherwise encounters serious financial or business difficulties due to which it is unable to meet its contractual obligations and does not provide sufficient security for the performance of its obligations. If the Advertiser fails to comply with the terms and conditions of section 11 or 16 of these conditions of sale, Sanoma reserves the right to discontinue the Advertiser's campaign with immediate effect and terminate all the Agreements between the Advertiser and Sanoma without having to pay compensation.

In addition, Sanoma has the right to immediately suspend the Advertiser's Campaign without any obligation to compensate, by notifying the Advertiser, if the Advertiser has not fulfilled its payment obligations related to the Campaign as per the agreement with Sanoma or to the Sanoma contractual partner receiving payments related to the Campaign.

Terms and conditions which, by virtue of their significance and context, are intended to remain in force despite the termination of the Agreement, will remain in force after the termination or rescission of the Agreement.

22. Confidentiality

The parties agree to protect the secrecy of any such material they obtain from one another and any such information concerning the other party or the operations thereof that are marked as "Confidential" or understood as such and not to disclose such information to third parties or use it for any purpose other than contractual purposes. The confidentiality obligation shall also remain in effect once the Agreement has ended for as long as the information is confidential and does enter the public domain by way of the publication measures of the party to which it pertains.

23. Subcontractors

The Advertiser is responsible for the systems it employs and for the actions of its subcontractors in the same way as for its own. The Advertiser must ensure that its subcontractors are aware of the conditions of the Agreement between Sanoma and the Advertiser (including these conditions of sale) and comply with them.

24. Transfer of Agreement and advertising space

Sanoma has the right to assign the Agreement and the rights and obligations deriving from it to another company within Sanoma Group and, upon the sale of business operations or some other corporate transaction, to the company to which the business operations of Sanoma relating to Agreement are transferred. The Advertiser does not have the right to assign the Agreement or the advertising space it has booked to a third party without the prior written consent of Sanoma.

25. Disputes

Any disputes between Sanoma and the Advertiser that cannot be resolved through negotiations shall be settled in the District Court of Helsinki. This agreement is governed by the laws of Finland (excluding its provisions on choice of law).

Sanoma reserves the right to amend these conditions of sale, such amended conditions of sale will enter into force at the time of their publication.

DATA PROCESSING ADDENDUM ("DPA") FOR ONLINE ADVERTISING AND ADVERTISING SUPPLEMENTARY SERVICES

Data Processing Addendum (DPA)

The Data Processing Addendum sets out the roles and responsibilities of Sanoma and the Advertiser in relation to the processing of Sanoma or Advertiser data in connection with advertising on Sanoma's network.

Purpose and main points of the addendum

- Sanoma is committed to protecting the privacy of users of its websites and to complying with data protection legislation, including the European Union's General Data Protection Regulation (2016/679). This DPA sets out the roles and responsibilities of the Parties with respect to the processing of personal data on Sanoma's network when advertising or using other services provided in connection with advertising.
- The display and measurement of online advertising referred to in the DPA typically involves the processing of Personal Data. Data other than Personal Data may also be processed. This DPA classifies data according to their origin. The data processed in connection with advertising on Sanoma's network is either Sanoma's or the Advertiser's data. Both Sanoma's and the Advertiser's data may contain Personal Data. In addition, third party data may be used for advertising purposes. The Party using the data in the advertising is responsible for the compliance of the third party data and for the agreements related to the processing.
- Personal Data is used in advertising. Sanoma considers data collected through e.g. cookies and mobile identifiers as Personal Data, especially if the data is used for profiling or targeting advertising. Other identifiers, such as an indirect identifier generated from an email address or telephone number, may also be processed in advertising.
- Data from Sanoma's network and/or relating to Sanoma's data subjects, such as users of the site, may be processed in accordance with Sanoma's General Terms and Conditions of Sale, to which this DPA is annexed ("**Sanoma General Terms and Conditions of Sale**"), and for the purposes of this DPA, for the sole purpose of displaying and measuring advertising. Unless otherwise agreed, Sanoma's data may not be used for any other purposes.
- When Sanoma processes the Advertiser's data, Sanoma will follow the same principles for processing the data as the Advertiser is required to follow when processing Sanoma's data.

1. RULES APPLICABLE TO ALL PROCESSING OF PERSONAL DATA

1.1 Scope and structure of the Data Processing Addendum

This Data Processing Addendum ("DPA") applies to all processing of Personal Data between the Parties in connection with Sanoma's General Terms and Conditions of Sale. Depending on the circumstances, Sanoma may be an independent controller, a joint controller, or a processor of personal data. The Advertiser may be an independent controller or a joint controller depending on the service it obtains from Sanoma.

The data protection roles of Sanoma and the Advertiser in different processing situations are set out in the [Annex \[1\]](#).

The processing of personal data by Sanoma and/or the Advertiser is subject to the terms of this DPA as follows:

- (a) Section [0] shall apply to all processing of Personal Data between the Parties.
- (b) Processing between independent data controllers: where Sanoma and the Advertiser are independent controllers, the provisions of section [2] (Processing between independent controllers) shall be applied.

- (c) Processing by joint controllers: where the Parties are joint controllers, the provisions of Section [3] (Sanoma and Advertiser as joint controllers) and Appendix [1] of the DPA are applicable.
- (d) Processing between Controller and Processor: Where the Advertiser is the Controller and Sanoma is the Processor, the provisions of section [4] (Sanoma as Processor) and Annexes [1], [2] and [3] of the DPA are applicable.

In the event of any conflict between this DPA or the appendices to the DPA, the terms of the Sanoma General Terms and Conditions of Sale other than this DPA, or the Data Protection Legislation, the following order of precedence (starting with the highest precedence) shall apply:

- (a) Data protection legislation
- (b) Annexes to the Data Processing Addendum
- (c) Data Processing Addendum
- (d) Terms of Sanoma's General Terms and Conditions of Sale other than the terms of the DPA

1.2 Definitions

"Sub-processor" means a processor acting on behalf of Sanoma or the Advertiser where the Party is acting in the role of processor.

"Data Platform" means a platform or software that enables joining of first, second and third party data and use it to make advertising investment decisions.

"Data Privacy Framework" means the mechanism for the transfer of personal data between the European Union and the United States based on the European Commission's decision of 10 July 2023 (C/2023/4745) on the adequacy of data protection in the United States. The EU-US transfer mechanism will replace the Privacy Shield, which was annulled by the EU Court of Justice in summer 2020 in the Schrems II judgment.

"CRM List" means a list consisting of the contact details of the Data Subjects.

"EEA" means the European Economic Area, which consists of the Member States of the European Union plus Iceland, Liechtenstein and Norway.

"Personal Data" is information relating to an identified or identifiable natural person ("**Data Subject**") as defined in the Data Protection Legislation. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to identifying information such as name, contact details, location data or network identifiers. Sanoma considers data collected through cookies or similar technologies and mobile identifiers as personal data, in particular when such data are used for profiling data subjects or targeting advertising.

"Adserver" means the technical platform used to display advertisements, enabling the distribution of data (including Personal Data) and the targeting and measurement of digital advertising.

"Advertiser Data" means all data and segments (including, but not limited to, Personal Data) controlled by Advertiser or originating from Advertiser's online and mobile services.

"Standard Contractual Clauses" means the standard contractual clauses annexed to the EU Commission Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries under the EU General Data Protection Regulation (EU) 2016/679.

"Party" or **"Parties"** means Sanoma and the Advertiser, separately or together.

"Controller" means the undertaking that determines the purposes and means of the processing of personal data.

"Sanoma Services" means Sanoma's websites and applications.

"Sanoma Data" means all data and segments (including, but not limited to, Personal Data) that originate from Sanoma's service or network or are controlled or otherwise provided by Sanoma.

"Sanoma Network" consists of Sanoma's websites and applications that use cookies and device identifiers. For more information about the Sanoma Network, please visit the Sanoma Cookie Policy page (<https://www.sanoma.fi/evastekaytannot/#verkosto>)

"Segment" means a target audience, based on data collected from users of Sanoma's services and defined by Sanoma in accordance with criteria to which advertising may be directed (e.g., the "men" group).

"Affiliate" means any legal entity that is directly or indirectly controlled by Sanoma, or directly or indirectly exercises control over Sanoma, or is under the same direct or indirect control as Sanoma, for so long as such control continues. As used herein, the term "control" means direct or indirect ownership or control having the power to direct or indirectly determine the management and policies of the company by virtue of ownership of voting securities, by contract or otherwise.

"Tag" means a technical implementation that enables the distribution of advertising material through an Adserver and the placement of cookies or other identifiers on a Data Subject's device or web browser.

"Data List" means the Personal Data (name and contact details) provided by Data Subjects through a questionnaire embedded to the Sanoma service, which is used by the Advertiser to collect contact details for its own marketing purposes.

"Data Protection Legislation" means all applicable legislation on the protection of personal data, including the EU General Data Protection Regulation (2016/679) ("GDPR") and any amendments thereto, and any other applicable EU or national data protection laws and regulations and any amendments thereto.

"Data Breach" means a personal data breach as defined in the GDPR.

"Joint Controllers" means controllers who jointly determine the purposes and means of the processing of Personal Data.

Terms defined in the Data Protection Legislation but not defined herein shall have the meaning given to them in the Data Protection Legislation.

1.3 General information

Sanoma and the Advertiser undertake to comply with applicable Data Protection Legislation and undertake to ensure that their employees and other representatives comply with applicable Data Protection Legislation.

If required by decisions, orders or explicit instructions of the data protection authority or court rulings, Sanoma and the Advertiser undertake to amend the DPA and its annexes, in particular with regard to the roles under the Data Protection Legislation.

Sanoma and the Advertiser agree to comply with the Interactive Advertising Bureau's (IAB) European Framework for Online Behavioral Advertising self-regulatory principles or other equivalent self-regulatory principles in force from time to time and to take the necessary technical and other steps to implement the principles.

The Parties undertake to implement and maintain appropriate organisational, operational, procedural, physical and technical measures to protect Personal Data against unauthorised access, accidental or unlawful destruction or alteration, so that all processing complies with the requirements of the Data Protection Legislation.

When advertising on the Sanoma network, the Advertiser may only use third parties and cookies and other identifiers approved by Sanoma. The Advertiser is not entitled to use Flash cookies, browser fingerprinting or similar tracking technologies. At the end of the campaign, the Advertiser undertakes to remove any tracking codes used in the retargeting campaign that refer to Sanoma's systems.

Sanoma has the right to carry out audits on the use of cookies on services within the Sanoma network. If the audit reveals that the Advertiser (or its customer and/or any third party authorised by the Advertiser) is acting in breach of this DPA, Sanoma will notify the Advertiser and the Advertiser will be required to correct its practices immediately.

If the Advertiser breaches the terms of this DPA, Sanoma shall have the right, at its sole discretion, to immediately suspend all advertising campaigns and/or terminate all agreements between the Parties with immediate effect.

The advertiser is liable for any damages caused to Sanoma and/or users of its online services as a result of a breach of the DPA.

The processing of personal data for data services provided by Sanoma is subject to a separate agreement between the Parties.

2. PROCESSING BETWEEN INDEPENDENT CONTROLLERS

2.1 General information

This section 2 only applies to situations where the Parties process Personal Data as independent Controllers. For the avoidance of doubt, the Parties are not acting as Joint Controllers to the extent that they are acting as independent Controllers.

Sanoma is the Controller for Personal Data that originates from the Sanoma network or the Sanoma advertising platform, or that Sanoma compiles to target advertising to specific groups of users of Sanoma services (e.g. segments).

The Advertiser is the Controller for Personal Data collected by the Advertiser through its Adserver in connection with the display or measurement of advertising on the Sanoma network.

Each Party shall comply with its obligations as data controllers under the Data Protection Legislation when processing Personal Data. The Parties are responsible for the acts and omissions of their own personnel and Sub-processors.

2.2 Description of processing operations

Each party will process the Personal Data as an independent Controller prior to its processing as Joint Controller and after its processing as Joint Controller, except in situations where Sanoma processes the Advertiser's Personal Data in the role of processor.

Sanoma is an independent Controller:

- i. where a cookie or similar technology is downloaded to Data Subject's device that sets and/or reads Personal Data from the device solely by using Sanoma's Adserver;
- ii. measurement data, which is collected in Sanoma's Adserver.

The advertiser is an independent Controller:

- i. when it uses Personal Data collected from the Sanoma advertising network through its own Adserver to display and measure advertising on the Sanoma network or any other advertising network of its choice;

- ii. creative versioning, for example, where the Advertiser displays different advertising content to the Data Subject in a certain sequence on different devices in the Sanoma network using the Advertiser's Adserver and the Advertiser's Personal Data.

Sanoma may, if the Parties so agree, collect Personal Data of the Data Subjects and disclose the Personal Data to the Advertiser, who will process the received Sanoma data as an independent Controller for its own purposes.

2.3 Restrictions on processing

The Advertiser shall not use the data of Sanoma or disclose it to third parties for purposes contrary to the Data Protection Legislation or for purposes that may be considered as spamming of Data Subjects.

Any exception to this section implemented by the Advertiser requires a written consent of Sanoma and an acceptable legal basis for the processing (e.g. the consent of the Data Subject).

3. SANOMA AND ADVERTISER AS JOINT CONTROLLERS

This section 3 applies only to situations where Sanoma and the Advertiser process Personal Data as Joint Controllers. The processing operations in which Sanoma and the Advertiser process Personal Data as Joint Controllers are described in Annex [1] and below.

Sanoma and Advertiser act as joint controllers when:

- i. The Tag provided to Sanoma by the Advertiser is installed on Data Subject's device through Sanoma's Adserver for the purpose of displaying or measuring advertising; and
- ii. targeted advertisement is shown from the range of segments offered by Sanoma to the Segments selected by the Advertiser.

Sanoma is responsible for informing Data Subjects on Sanoma's services and network. In other respects, the Parties shall each be responsible for their respective obligations as data controllers in accordance with Section 3 of the DPA and the Data Protection Legislation.

The Party's role as a Joint Controller for the purposes of this DPA shall cease when the Party no longer processes Personal Data as a Joint Controller based on the purposes and means jointly determined and at the latest when the campaign purchased by the Advertiser ends and the activities related to the implementation of the campaign are completed.

The other Party shall provide the other Party, upon request, with such information as is necessary to demonstrate compliance with the Data Protection Legislation.

3.1 Restrictions on processing

The Parties are entitled to process Personal Data as Joint Data Controller for the purposes of the Sanoma General Terms and Conditions of Sale and this DPA.

Sanoma Personal Data may not be disclosed by the Advertiser to third parties for their own purposes or combined with other Personal Data for identification purposes.

Any exception to the processing described in this section implemented by the Advertiser requires a written consent of Sanoma and an acceptable legal basis for the processing (for example, consent of the Data Subject).

3.2 Description of permitted processing operations

The advertiser may use cookies or other similar technologies on the Sanoma network only for purposes related to a) the display or creative versioning of advertisements, or b) measuring the frequency, reach or conversions of campaign ad impressions.

3.3 Transfers of personal data

The Advertiser may not (and its Sub-processor may not) transfer or process Sanoma Personal Data outside the EU/EEA countries without prior written agreement with Sanoma.

Sanoma Personal Data may only be transferred provided that the legal obligations regarding the processing of personal data outside the EU/EEA countries are complied with and that the Advertiser has informed Sanoma of the transfers it conducts, including the third country where data is transferred and the name of the subcontractor making the transfer. Advertiser's notifications to Sanoma shall be sent to cert@sanoma.com (Sanoma). Where required by the Data Protection Legislation, the Advertiser undertakes to sign the applicable Standard Contractual Clauses with its subcontractor and, if necessary, to take further measures to complete the Standard Contractual Clauses in accordance with the instructions issued by the supervisory authority under the Data Protection Legislation.

3.4 Other requirements for the processing of personal data

If a Party becomes aware of a Data Breach or suspicion of a Data Breach involving Personal Data held by the other Party and the Party considers that the obligation to notify the data protection authority and/or the Data Subjects is fulfilled, the Party shall promptly notify the other Party in writing of the Data Breach. In such situations, the Parties shall cooperate with each other to investigate and resolve the Data Breach and to avoid further damage. Advertiser's notification to Sanoma of a Data Breach shall be sent by email to: cert@sanoma.com.

Where necessary in view of the nature of the processing of Personal Data, a Party shall provide reasonable assistance to the other Party in fulfilling the obligations of the Controller under this Agreement, such as the rights of Data Subjects and data protection impact assessments.

4. SANOMA AS PROCESSOR OF PERSONAL DATA

This Section 4 and Appendix 2 apply only to situations where Sanoma processes Personal Data on behalf of the Advertiser. The processing operations in which Sanoma processes Personal Data on behalf of the Advertiser are described in Annex 1.

The processing of Personal Data by Sanoma on behalf of the Advertiser is described in more detail in Annex 2.

4.1 Rights and obligations of the advertiser

The written instructions given to Sanoma by the Advertiser at the time of acceptance of the General Terms and Conditions of Sale by Sanoma are included in this DPA and its appendices. Any new written instructions provided by Advertiser to Sanoma shall be subject to a written agreement between the Parties. Sanoma shall be entitled to charge for any additional costs incurred in complying with the amended or new written instructions provided by the Advertiser, as well as for any other unforeseen costs and expenses arising from the tasks that Sanoma must perform in order to comply with this DPA.

In addition, the Advertiser undertakes:

- (a) to ensure that there is a legal basis for the processing of Personal Data under this DPA;

- (b) to ensure that Data Subjects have been adequately informed about the processing in accordance with the Data Protection Legislation, including the fact that Sanoma may process Personal Data on behalf of the Advertiser;
- (c) to notify Sanoma immediately upon being informed by the Advertiser of any inaccurate, corrected, updated or deleted Personal Data that is subject to processing by Sanoma;
- (d) to provide Sanoma with timely, lawful, and documented instructions regarding Sanoma's processing of Personal Data; and
- (e) to act as a contact person for Data Subjects.
- (f) be responsible for obtaining the consent of the Data Subject in accordance with Article 6 of the GDPR, as applicable, at the time of collection of the Data List, if the Advertiser processes the Personal Data collected through the Data List for a purpose for which consent is required. The Data List may not be used for any purpose other than that for which consent has been collected from the Data Subjects.

4.2 The rights and obligations of Sanoma

Sanoma commits:

- (a) to process Personal Data in accordance with the applicable terms of this DPA, the Data Protection Legislation and good data processing practices.
- (b) to process Personal Data only in accordance with the instructions given by the Advertiser on the processing of Personal Data, unless otherwise required by the applicable Data Protection Legislation applicable to Sanoma. In such situation, Sanoma will notify the Advertiser of such requirement under the Data Protection Legislation within a reasonable time before processing Personal Data in accordance with the Advertiser's instructions. Sanoma shall notify the Advertiser without undue delay if Sanoma considers that the Advertiser's instructions violate the Data Protection Legislation;
- (c) to ensure that Sanoma personnel who have access to Personal Data are bound by an appropriate duty of confidentiality;
- (d) to comply with the requirements in section **Virhe. Viitteen lähde ei löytynyt.** about the use of Sub-processors;
- (e) Taking into account the information available to Sanoma, to take reasonable steps to assist the Advertiser in responding to Data Subject request where the information necessary to respond to the request is not available to the Advertiser. The Advertiser shall be entitled to charge the Advertiser for any costs and expenses incurred in complying with the provision of this clause. 4.2 (e);
- (f) Taking into account the information available to Sanoma, to take reasonable steps to assist the Advertiser in complying with the requirements of the Data Protection Legislation relating to data security, Data Breaches (as further defined in section. 4.3), data protection impact assessments and prior consultation obligations. Sanoma shall be entitled to charge the Advertiser for any costs and expenses incurred in complying with the provision of this clause 4.2 (f);
- (g) at the Advertiser's choice, to delete the Personal Data or return the Personal Data to the Advertiser in accordance with the provisions of section 4.8;
- (h) to provide the Advertiser with any information necessary to demonstrate compliance with this DPA or the Data Protection Legislation. The Advertiser is obliged to keep all such information confidential. Sanoma shall be entitled to charge the Advertiser for any costs and expenses incurred in complying with the provision of this clause 4.2 (h) compliance; and

- (i) to authorise the Advertiser to carry out audits in accordance with the provisions of section 4.6.

4.3 Notification of a Data Breach

Sanoma shall notify the Advertiser of any Data Breaches of Personal Data covered by Annex 2 without undue delay once the suspected Data Breach has come to Sanoma's attention. The notification of a Data Breach shall include the following information:

- (a) a description of the nature of the breach, including categories of Data Subjects and the estimated number of Data Subjects affected by the breach and categories of personal data files and the estimated number of personal data files affected by the breach;
- (b) The name and contact details of the Sanoma contact person in charge of the data breach investigation;
- (c) a description of the likely and/or actual consequences of the breach; and
- (d) a description of the measures Sanoma has taken to respond to and mitigate adverse effects caused by the breach.

If it is not possible to provide the above information at the same time, it may be provided in parts.

Sanoma shall document the Data Breaches and provide the documentation to the Advertiser upon request.

Once Sanoma becomes aware of a Data Breach, Sanoma shall ensure the protection of Personal Data and take appropriate measures in cooperation with the Advertiser to ensure the protection of Personal Data.

4.4 Transfers of personal data

Sanoma may transfer Advertiser's Personal Data outside the EU/EEA countries as required by the Services and in accordance with applicable Data Protection Legislation, provided that the transfer takes place through appropriate data transfer mechanisms as defined in the GDPR, such as, for example, by using Standard Contractual Clauses or other data transfer mechanisms in force from time to time, such as binding corporate rules or by transferring the Personal Data to a third country for which the European Commission has issued an adequacy decision.

If the transfer is made using Standard Contractual Clauses, Sanoma will ensure that the transfer is carried out in accordance with applicable Data Protection Legislation. If the data transfer mechanism used is no longer applicable, Sanoma and the Advertiser will jointly ensure that an alternative data transfer mechanism is put in place.

Upon request, Sanoma shall provide Advertiser with a copy of the Standard Contractual Clauses for the service that Sanoma has in place with its Sub-processor. Upon request, the Advertiser may also obtain from Sanoma information about Sanoma's Sub-processors used to process the Advertiser's personal data and about the third countries where the Advertiser's personal data is processed by the Sub-processor.

4.5 Sub-processors

Sanoma has the right to use Sub-processors approved by the Advertiser for the processing of Personal Data. By accepting Sanoma's General Terms and Conditions of Sale, the Advertiser has given its consent to the use of the Sub-processors listed in Annex 3. The Advertiser has also given its consent to the use of Sanoma Affiliates as Sub-processors for the processing of Personal Data. Sanoma has the right to reduce the number of Sub-processors without prior notice.

The Advertiser grants Sanoma general permission to use new Sub-processors, provided that Sanoma enters into a written data processing agreement with its Sub-processor, which requires the Sub-processor to comply with obligations substantially equivalent to those applicable to

Sanoma under this DPA. Sanoma will announce the introduction of a new Sub-processor by publishing an updated version of the Data Processing Addendum of Sanoma's General Terms and Conditions of Sale on Sanoma's "Prices and Terms and Conditions of Sale" website (<https://media.sanoma.fi/suunnittelijan-tyokalut/hinnat>).

If Sanoma and the Advertiser cannot reach an agreement on the use of a new Sub-processor, Sanoma shall have the right to terminate the DPA and Sanoma's General Terms of Sale within seven (7) days of Advertiser's refusal in its entirety and/or for those services that Sanoma believes cannot reasonably be provided in accordance with Sanoma's General Terms of Sale due to Advertiser's rejection of Sanoma's Sub-processor.

Sanoma is responsible for the performance of the obligations of its Sub-processors in the same way as Sanoma is responsible for the performance of its own obligations.

4.6 Auditing

Sanoma and Advertiser agree that, upon Advertiser's request for an audit, Sanoma's processing of Personal Data pursuant to this Section 4 will be audited by a third party designated by Sanoma or approved in writing by Sanoma to enable Advertiser to verify that Sanoma has complied with its obligations under the DPA. The Advertiser shall have the right to request an audit every twelve (12) months.

The Advertiser shall be responsible for the costs and expenses incurred by Sanoma and the Advertiser for the audit. The Advertiser shall be responsible for the fees and expenses of the third party and all costs associated with the audit.

The Advertiser shall notify Sanoma of the audit at least twenty (20) working days in advance. Sanoma shall assist Advertiser and the third party in conducting the audit by reasonable means during normal business hours. The audit shall be conducted as expeditiously as possible and shall not interfere with Sanoma's normal business operations. The auditor shall comply with Sanoma's work instructions, safety regulations and standards when visiting Sanoma's premises. Prior to commencing the audit, the independent auditor (including relevant parties/persons conducting the audit) shall sign a confidentiality agreement(s) issued or approved by Sanoma.

If any deficiencies are found during the audit, Sanoma will remedy the deficiencies without delay or within thirty (30) days of written notification by the Advertiser, unless otherwise agreed between Sanoma and the Advertiser. Significant deficiencies that constitute an obvious threat to data security shall be remedied without delay.

4.7 Limitations of liability

The Advertiser shall be liable to the Advertiser under this section 0 only if:

- (a) Sanoma has breached the Advertiser's written instructions under the Data Protection Legislation in connection with Sanoma's processing of Personal Data on behalf of the Advertiser; or
- (b) Sanoma has breached the provisions of the Data Protection Legislation directly applicable to Sanoma when Sanoma processes Personal Data on behalf of the Advertiser (sections 4.7 (a) and 4.7 (b) together "Infringement").

Sanoma is not liable for any loss of profit or any indirect or consequential damage. Any administrative fines imposed on the Advertiser and paid by the Advertiser shall be considered indirect damages. Sanoma's liability for direct damages caused to the Advertiser by the Infringement shall be limited as follows:

- (c) Sanoma shall be liable for damages paid by Advertiser to Data Subjects only to the extent that the damages are directly caused by Sanoma's Infringement; and
- (d) Sanoma's total liability to Advertiser may not exceed the lesser amount of the following:
 - (i) the amount paid to Sanoma under Sanoma's General Terms and Conditions of Sale

during the preceding twelve (12) months; or (ii) the upper limit of liability set forth in Sanoma's General Terms and Conditions of Sale.

Sanoma shall not be liable for any damages or administrative fines to the extent that such damages or administrative fines result directly or indirectly from any act or omission of the Advertiser.

4.8 Termination of processing of personal data

Sanoma is entitled to process Personal Data only during the period of validity of the Sanoma General Terms and Conditions of Sale. Upon expiry or termination of Sanoma's General Terms of Sale or upon written request by the Advertiser, Sanoma shall destroy or return the Personal Data processed to the Advertiser or to a third party notified in writing by the Advertiser, unless otherwise required by Data Protection Legislation or other applicable legislation.

If the Advertiser requests that the Personal Data be returned to the Advertiser or transferred to a third party, the Advertiser shall be liable to reimburse Sanoma for the costs incurred for the return or transfer of the Personal Data. If the Advertiser does not request the return of the Personal Data as mentioned above within three (3) months after the expiry or termination of the Sanoma General Terms and Conditions of Sale, Sanoma shall be entitled to delete all Personal Data, including copies thereof, unless the Data Protection Legislation requires the retention of the Personal Data.

ANNEX 1

Defining the roles of Sanoma and the Advertiser in different processing operations

Processing operation	Sanoma and Advertiser as Joint Controllers	Sanoma as a Processor to the Advertiser	Sanoma and Advertiser as independent Controllers
Displaying ads or creative versioning of advertising	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Measuring the impressions, frequency, reach or conversions for a campaign	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Use of data from impressions to target or retarget advertisements by the Advertiser	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The Advertiser-supplied Tag is installed via Sanoma service's advertising placement on Data Subject's device or web browser for the purpose of displaying or measuring advertising	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The Advertiser selects a Segment from the Segments offered by Sanoma, and targeted advertising is shown to Data Subjects belonging to this Segment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Processing of the Advertiser's CRM data for the purpose of providing a service using external advertising platforms, for example, advertising on social media	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Processing of the Advertiser data for the provision of analytics services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Use of the Advertiser's data to re-target advertising on the Sanoma network	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Processing of personal data on a Data List collected through a form added to the Sanoma service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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ANNEX 2**Description of the processing of Personal Data by Sanoma when processing Personal Data on behalf of the Advertiser****1. PURPOSES OF PROCESSING OF PERSONAL DATA**

Personal data is processed for the following purposes:

Processing of the Advertiser's CRM data for the purpose of providing a service using external advertising platforms, for example, advertising on social media Processing of the Advertiser data for the provision of analytics services Use of the Advertiser's data to re-target advertising on the Sanoma network Processing of personal data on a Data List collected through a form added to the Sanoma service.

2. DATA SUBJECT CATEGORIES

The processing of personal data concerns the following categories of Data Subjects:

- Users of the Advertiser's online and mobile services and the Advertiser's customers and potential customers
- Users of Sanoma's online and mobile services

3. TYPES OF PERSONAL DATA

The processing of personal data concerns the following types of personal data:

- Names and contact details
- Cookies and other similar identifiers
- Device identifiers
- Information contained in web requests (cookie ID, IP address, website url, user agent)
- Other types of personal data specified by the Advertiser

4. DURATION OF PROCESSING OF PERSONAL DATA

Personal data is processed for the time necessary to perform the service purchased by the Advertiser from Sanoma.

5. TECHNICAL AND ORGANISATIONAL MEASURES

Sanoma shall

- implement and maintain appropriate organisational, operational, administrative, physical, and technical measures to protect Personal Data against accidental or unlawful destruction, accidental loss, alteration, unauthorised disclosure or access;
- assess the measures necessary to ensure a level of security appropriate to the risks associated with the processing of Personal Data and the nature of the Personal Data to be protected, taking into account the current state of the art of security measures and the cost of their implementation; and
- limit access to Personal Data to authorised and appropriately trained personnel only to the extent strictly necessary and subject to appropriate confidentiality obligations.

6. OTHER INSTRUCTIONS

Sanoma undertakes, at the Advertiser's choosing and as separately agreed, to collect the necessary consents on behalf and for the account of the Advertiser for the processing of the personal data contained in the Data List collected through the form added to the Sanoma service.

ANNEX 3

Processors of personal data used by Sanoma

Processor	Purpose of processing personal data	Geographical location of personal data	Transfer mechanism used
Amazon Web Services (AWS)	Storage of personal data on a cloud server	Data is stored in the EEA If necessary, access from the United States for support service purposes	Standard Contractual Clauses
Xandr Inc.	To display, measure and re-target online advertising	The United States	Standard Contractual Clauses
giosg.com Oy	Processing of personal data collected through the form in the Data List	Data is stored in the EEA	NA
Adobe Inc. Experience Platform	Creating customer profiles and segments	Data is stored in the EEA If necessary, access from the United States for support service purposes	Standard Contractual Clauses
FreeWheel Media Inc.	Displaying targeted video advertising	Data is stored in the EEA and the United States If necessary, access from the United States, the United Kingdom and China for support service purposes	Standard Contractual Clauses
Google LLC (Google Analytics, (only by separate agreement))	Analytics data on the use of websites and apps	Data is stored in the EEA If necessary, access from the United States for support service purposes	Standard Contractual Clauses
Google LLC (Google Ads, only by separate agreement)	Targeting of advertising	Data is stored in the EEA If necessary, access from the United States for support service purposes	Standard Contractual Clauses
Riddle Technologies AG	Processing of personal data collected through the form in the Data List	Data is stored in the EEA	N/A

Meta Platforms Inc (Facebook, only by separate agreement)	Targeting of advertising	EEA region The United States	Standard Contractual Clauses
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