

## FAIRFAX COMMUNITY NEWSPAPERS ADVERTISING AGREEMENT

Fairfax Community Newspapers offers certain benefits for established account customers. To take advantage of these offers, complete the details below, indicating the level of your minimum weekly commitment over the next 12

## Commencement date:

Publication	Volume
	(minimum average)*
Melbourne Weekly	2 pages per week
Melbourne Weekly Bayside	2 pages per week
Melbourne Weekly Emerald Hill	2 pages per week
The Melbourne Times	0 pages per week
The Age	500 sccm per annum

\* A variance of 30% below these levels is allowed, measured over a rolling 13 week period. If you fail to meet the forgoing minimum commitments at any time in respect of any or all of the publications (after allowing for the 30% variance), we may withdraw the offer immediately by giving you written notice.

overleaf. In consideration for your commitment to the Minimum Weekly Volume, Fairfax Community Newspapers offers you the attached 'Offer' for a period of 12 months from the Commencement Date, subject to the terms and conditions

Date:	Signature:
	Approved by Position Title
	Office use only
By signing and returning this agreement, you agree to be bound by the terms and conditions for this agreement.	By signing and returning this agreement, you agree to
Signature of Advertiser (authorised rep)	Full Name (please print)
	Remarks (if any):

Page 1 of 3



				<del></del>	<del></del>		<del></del>				
	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~									OFFER	TICK
** Prime publication definition applies.	Dual Buy (Melbourne Weekly Bayside and Melbourne Weekly Emerald Hill) & The Age:  Book a minimum ½ page dual buy advertisement and a corresponding minimum one module [45mm x 63mm] in Saturday Domain and receive a 100% upsize on both.	The Melbourne Times & The Age:  Book a minimum ¼ page advertisement in The Melbourne Times and a corresponding minimum one module (45mm x 63mm) in Saturday Domain and receive a 100% upsize on both.	Melbourne Weekly Emerald Hill & The Age:  Book a minimum ¼ page advertisement in Emerald Hill Weekly and a corresponding minimum one module (45mm x 63mm) in Saturday Domain and receive a 100% upsize on both.	Melbourne Weekly Bayside & The Age:  Book a minimum ½ page advertisement in Melbourne Weekly Bayside and a corresponding minimum one module (45mm x 63mm) in Saturday Domain and receive a 100% upsize on both.	Melbourne Weekly & The Age:  Book a minimum ½ page advertisement in Melbourne Weekly and a corresponding minimum one module (45mm x 63mm) in Saturday Domain and receive a 100% upsize on both.	2. 100% UPSIZE *	Buy an advertisement in your <b>prime**</b> publication and a display advertisement in Saturday Domain in The Age, and have your FCN advertisement lifted into the two adjoining FCN publications-Free of charge.	For Melbourne Weekly, Melbourne Weekly Bayside, Melbourne Weekly Emerald Hill and including. The Age:	1. BUSINESS AS USUAL WITH BONUS LIFTOVERS *	OFFERS *	

- \*Note:

   The offers are mutually exclusive.

   Only one offer per property can be used in any given week.

   Offers are per property module.

   Base rates per publication apply.

\*\*Prime publication applies to both offers and relates to where the property is situated. For example, if the property address is in Toorak the Prime publication is MW and MW rates apply.
Properties listed outside the catchment area of the above mentioned FCN publications must initially be booked into MW to be eligible for liftovers.



## TERMS & CONDITIONS OF ADVERTISING AGREEMENT

In these terms and conditions, "FCN" means Fairfax Community Network Limited

Advertising Agreement is subject to the following conditions:

- A commercial credit account must be established prior to an Advertising Agreement being accepted.
- The Advertiser is entitled to the Offer(s) specified overleaf for 12 months from the specified commencement date, provided the Advertiser meets its Minimum Weekly Volume commitment during the term.
- Minimum Weekly Volumes are based on paid volumes and do not include upsizing or uplifting
- meet it's Minimum Weekly Volume commitments, FCN reserves the right to immediately modify or withdraw the Offers and/or terminate this Advertising Agreement (in whole or in part) on notice to the Advertiser. If it appears that actual and budgeted levels of spending indicate that the Advertiser will not be able to
- FCN may amend or terminate the Advertising Agreement (in whole or in part) for any reason by providing no less than 30 days notice to the Advertiser.
- must give us not less than 30 days written notice. If you intend to withdraw all or a substantial part of your advertising from any or all FCN publications, you
- If the Advertiser terminates the Advertising Agreement, or FCN terminates the Advertising Agreement for cause, within the first six months FCN is entitled to invoice the Advertiser (and the Advertiser must pay) an amount equal to all unpaid advertising provided to the Advertiser as part of the Offer(s) from the Commencement Date to the date of termination calculated at FCN's standard rates.
- The Advertiser must provide a list of all branches, subsidiaries or franchises that it wishes to benefit from the Advertising Agreement, which list must be accepted and approved by FCN. The Advertiser must also provide a letter, signed by a director or company secretary, confirming:
  (a) the branches are wholly owned; and
- (b) any subsidiaries listed fall within the definition of subsidiaries in Section 9 of the Corporations Law,
- advertisement or notice placed for publication, then in addition to any amount or consideration payable to FCN by the Advertiser in respect of the publication, the Advertiser shall together with each payment to be made by the Advertiser in connection with such publication, pay FCN an additional amount on account of If FCN becomes liable to pay goods and services tax ("GST") in respect of or in connection with an
- Advertisements accepted for publication are also subject also to the Fairfax Media standard terms and conditions of advertising, as amended from time to time (see www.fairfax.com.au/advertising).
- Each party agrees to take reasonable precautions to <u>prevent any unauthorised use, disclosure, publication</u> or dissemination of the confidential information of the other party. Neither party shall disclose confidential information of the other party to any third party without the written permission of the other party, unless required to do so by law or applicable listing rules regarding the business or affairs of the other party that comes into its possession as a result of or in the performance of this agreement documented herein, unless that information is already in the public domain Each party shall treat as confidential the terms of the arrangement documented herein and all information