

VIZON - ADVERTISING CONTRACT TERMS AND CONDITIONS

A. VIZON reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject any advertising copy, whether or not the same has already been acknowledged and/or previously published. In the event of such cancellation or rejection by VIZON, advertising already run shall be paid for at the rate that would apply if the entire order were published. In addition, VIZON reserves the right to remove from selected copies of the publication advertisements containing matter that subscribers have deemed objectionable. In the event of Advertiser's or its Agency's cancellation of any portion of any advertising order or contract or failure to have published the specified number of advertisements, or if at any time VIZON in its reasonable judgment determines that Advertiser is not likely to publish the total amount of advertising specified during the term of the contract, any rate discount will be retroactively nullified and may result in a short-rate. In such event, Advertiser and/or Agency must reimburse VIZON for the short-rate (which is the difference between the rate charged on the contracted frequency and the higher rate based on the reduced frequency of advertisements actually published) within 30 days of invoice therefor and Advertiser will thereafter pay for advertising at the open rate or at the earned rate(s) (as applicable). Any merchandising program executed by VIZON in reliance on advertising that is cancelled will be paid for by Advertiser at the fair market rate for such program.

B. Orders that contain rates that vary from the rates listed herein shall not be binding on VIZON and may be inserted and charged for at the actual schedule of rates.

C. Advertisements that simulate editorial content must be clearly defined and labeled "ADVERTISEMENT" and VIZON may, in its discretion, so label such copy.

D. Orders for advertising containing restrictions or specifying positions, facings, editorial adjacencies or other requirements may be accepted and inserted but such restrictions or specifications are at VIZON's sole discretion.

E. In the event of errors in or omissions of any advertisement(s), including those caused by force majeure, VIZON's liability shall be limited to a refund of the amount paid for the space of the error and shall not exceed the total amount paid to VIZON for the advertisement. VIZON is not responsible for errors in key numbers.

F. Inserts: (1) An accurate facsimile of any furnished insert must be submitted to VIZON for review prior to printing of the insert. (2) VIZON is not responsible for errors or omissions in, or the production quality of, furnished inserts. (3) Advertiser and/or Agency shall be responsible for any additional charges incurred by VIZON arising out of Advertiser and/or Agency's failure to deliver furnished inserts pursuant to VIZON's specifications. (4) In the event that VIZON is unable to publish the furnished insert as a result of such failure to comply, Advertiser and/or Agency shall remain liable for the space cost of such insert.

G. All issues relating to advertising will be governed by the laws of Turkish Republic applicable to contracts to be performed entirely therein. Any action brought by Advertiser against VIZON relating to advertising must be brought in courts in Turkey, the parties hereby consent to the jurisdiction of such courts in connection with actions relating to advertising.

H. Advertiser and its Agency, if there be one, each represent that any advertising including product samples) submitted complies with all applicable laws regulations and does not violate the rights of, and is not harmful to, any person, corporation or other entity. As part of the consideration to induce VIZON publish such advertisement, Advertiser and its Agency, if there be one, each agrees jointly and severally to indemnify and save harmless VIZON, employees and representatives, against all liability, loss, damage, and expense of any nature, including attorneys' fees, arising out of any actual or

potential claims for libel, invasion of privacy, copyright or trademark infringement and/ any other actual or potential claims or suits that may arise of out the copying, printing, publishing, distribution or transmission of such advertisement.

I. In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both Advertiser and Agency.

J. Advertiser and its Agency, if there be one, agree to be jointly and severally liable for the payment of all bills and charges incurred for each advertisement placed on Advertiser's behalf. Advertiser authorizes VIZON, at its election, to tender any bill to Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Payment by Advertiser to Agency shall not discharge Advertiser's liability to VIZON. The rights of VIZON shall in no way be affected by any dispute or claim between Advertiser and Agency.

K. Advertiser or Agency may not use any advertising space either directly or indirectly for any business, organization, enterprise, product, or service other than that for which the advertising space is provided by VIZON, nor may Advertiser or Agency authorize any others to use any advertising space.

L. Orders for inside or outside cover pages are non-cancellable. Options on cover positions must be exercised at least 30 days prior to four-color closing date. If an order is not received by such date, the cover option automatically lapses.

M. Orders for all inside advertising units are non-cancellable 15 days prior to closing date. Supplied inserts are non-cancellable the first of the fourth month preceding the date of issue. Orders for all VIZON-produced inserts are non-cancellable without the written agreement of VIZON. Should VIZON agree to cancel an existing order, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services, paper and/or printing.

N. Advertiser and/or Agency agrees to reimburse VIZON for its attorneys' fees and costs in collecting any unpaid charge or portion of the charge for any advertisement.

O. Advertiser and Agency agree that any advertisements published may, at VIZON's option, be included in all media, whether now in existence or hereafter developed, in which the issue containing the advertisement is published, reproduced, distributed, displayed, performed, or transmitted, in whole or in part. The copyright in any advertisement created by VIZON is owned by VIZON, and may not be otherwise used by Advertiser or third parties without VIZON's prior written consent.

P. Rates and units of space are effective with the January 2007 issue. Announcement of any change in rates will be made thirty (30) days in advance of the closing date for the first issue affected by such new rates. Orders for issues thereafter will be at the rates then prevailing.

Q. Rate base guarantees are made on an annual (12 month) contract-year average.

R. Agency Commission: 15% to recognized agencies.

S. Terms of sale: Payment due thirty (30) days from date of invoice. Interest will be charged at rate of 3.5% per month on past due balances.

T. The foregoing terms and conditions shall govern the relationship between VIZON and Advertiser and/or Agency. VIZON has not made any representations to Advertiser or Agency that are not

contained herein. Unless expressly agreed to in writing by VIZON, no other terms or conditions in contracts, orders, copy, instruction, or otherwise will be binding on VIZON.

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