



DISCOVER CONTRACT



Rates published herein are effective with the issue date of March 2007.

Advertisements that in the judgment of the publisher create the illusion that they are DISCOVER editorial matter are not accepted. The word "advertisement" shall be printed at the top of all advertisements that either carry no signature or resemble editorial material.

DISCOVER reserves the right to reject or cancel any advertising for any reason at any time.

The advertiser and its agency, if there be one, each represents that it not only has the right to authorize the publication in DISCOVER of any advertisement it has submitted to DISCOVER, but that it is fully authorized and licensed to use (I) the names and/or the portraits or pictures of persons, living or dead, or of things, (II) any trademarks, service marks, copyrighted, proprietary or otherwise private material, and (III) any testimonials contained in any advertisement submitted by or on behalf of the advertiser; and the advertiser and its agency, if there be one, each agrees jointly and severally, to indemnify and save harmless Discover Media LLC, publisher of DISCOVER, against all loss, liability, damage, and expense of whatsoever nature arising out of copying, printing, or publishing of such advertisement.

The publisher shall not be subject to any liability whatever for any failure to publish or circulate all or any part of any issue or issues because of strikes, work stoppages, accidents, fires, acts of God, or any other circumstance not within the control of the publisher.

In consideration of the publisher's reviewing for acceptance, or acceptance of, any advertising for publication, the agency and advertiser agree not to make any promotional or merchandising reference to DISCOVER in any way except with the express permission of the publisher for each such use.

REQUIREMENTS

In the event of nonpayment, publisher shall have the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to publisher. Rendering a bill to the advertiser's agency shall not release the advertiser in the event of nonpayment by the agency. Payment by advertiser to its advertising agency will not constitute payment unless payment is actually received by publisher.

No conditions, printed or otherwise, appearing on contracts, orders or copy instructions which conflict with the provisions of this rate card will be binding on the publisher.

It will be assumed any advertiser will have read this rate card and agrees to and accepts its terms and conditions.

Any covers or fixed position orders accepted by publisher are noncancelable after 90 days prior to closing date. DISCOVER is not responsible for errors in key numbers or changes made after closing dates. DISCOVER is not responsible for advertisements backed by another advertisement with a coupon or overlaid by a reply card.

If the closing date falls on a Saturday, Sunday, or holiday, the closing day shall be the working day immediately preceding the scheduled closing date.

All rates are quoted, and payment due in U.S. dollars, free from all withholdings, taxes, and duties.

PRODUCTION CONTACT

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