

Interactive Creative Requirements

By purchasing advertising with Eagle Publishing, Inc., the “Advertiser” agrees to the following:

A. Creative Deadlines and Trafficking Procedures: Please send all creative, ad codes, ad tags, landing page URLs and other relevant files to: adsales@eaglepub.com. Deadlines are as follows:

INTERACTIVE PRODUCT	CREATIVE DEADLINE
E-newsletter	2 business days before delivery date
Web Banner	3 business days before campaign launch
Dedicated Email	3 business days before delivery date

- Banner changes during an insertion term must be delivered at least two (2) business days prior to change.
- Advertisers using a third party ad server must send a copy of this creative for review before the third party tags can be implemented.

B. Content: All web banner, dedicated email and e-newsletter text advertising creative is subject to Eagle Interactive approval. Eagle Interactive reserves the right to reject or cancel any Advertisement, Insertion Order, and space reservation or position commitment at any time based upon its creative content or otherwise. Eagle Interactive has the right to refuse any content that is defamatory, racist, sexist or discriminatory to any social or religious group at its discretion. Eagle Interactive has the right to refuse any content that is sexually explicit in nature, that contains reference to bodily functions, that condones illegal actions, that contains violence, that advertises any male enhancement products or advertises HGH (human growth hormone). Eagle Interactive also reserves the right to refuse any advertisement(s) with content that we determine to be unacceptable to our audience.

I. Dedicated Email Creative Requirements

A. File Requirements: Eagle Interactive requires HTML-formatted creative from all clients. If client is not able to supply HTML formatted creative, Eagle Interactive can format creative for Advertiser for a minimum fee of \$100/hour if text creative is provided five (5) business days before broadcast date. The following items are needed for each dedicated email creative:

- Text file
- HTML file (Maximum 100 KB)
- Subject line
- Seed email addresses
- Landing Page URL

B. Content: All files must meet approval by Eagle Interactive for content prior to being mailed out to the list. Eagle Interactive also reserves the right to review landing pages for approval.

It is Eagle Interactive company policy to only accept Investor Relations advertising on a case by case basis.

C. Greeting: The phrase “Human Events” may not be included in the salutation of any dedicated email in order to avoid confusion on behalf of the recipient as to whether the email has been endorsed by the *Human Events* editorial staff. The salutation “Dear Reader” or another similar phrase may be used as an alternative.

D. File Size: Email content size not to exceed 100KB as the maximum acceptable file size for HTML creative from 3rd party clients, including text versions of the creative.

E. URLs: Eagle Interactive does not allow “raw” URLs to be included in outbound email creatives. This is an important safeguard in order to protect email delivery rates. For example, the following URL, if made into a link, would not be acceptable: <http://www.humanevents.com>. Instead, we would add a call tag such as “Click here to go to Human Events”. (Note embedded URL within the text to make an active link.)

F. Test Approval: Final ad approvals need to be received by Eagle Publishing by 12 pm the day prior to the effort send date.

G. Text Change: Eagle Publishing reserves the right to charge \$300 each time changes are requested to be made to an ad that are not due to errors made by Eagle (these changes add significant time burdens and production costs to Eagle’s e-business operations). Final changes to ads must be submitted to Eagle by 5:00pm two (2) days prior to the effort send date.

H. Human Events and Eagle Financial Hard Offer: Eagle Interactive defines a hard offer as an advertising effort where the main intent of the creative is to convince the recipient to purchase the advertiser’s product or service, and lead generation efforts are of a solely secondary nature. To be considered a hard offer, creative must solicit clear buyer intent to purchase the product or service, including a credit card information entry field. This field must be on the same landing page where any personal information (address, email address, etc.) is requested.

I. Human Events Lead Generation: Eagle Interactive defines lead generation as any advertising effort where the main intent of the creative is the collection of email addresses for lead generation purposes. To be considered as lead generation, creative will have an email address entry field on a landing page prior to any credit card information entry fields. *Human Events*, including *Human Events* dedicated email and all political e-newsletters, charges an additional 20% of the final sale for lead generation creative.

J. Eagle Financial Lead Generation: Eagle Interactive defines lead generation as any advertising effort where the main intent of the creative is the collection of email addresses for lead generation purposes. To be considered as lead generation, creative will have an email address entry field on a landing page prior to any credit card information entry fields. Eagle Financial, including Eagle Financial dedicated email and all financial e-newsletters, charges a flat \$150 CPM rate for any list size for lead generation creative.

K. Duplicate Email Sends: An Advertiser may only send one (1) piece of email creative or e-newsletter text advertising to each respective email list once every thirty (30) days. If Advertiser would like to send an additional email broadcast or e-newsletter they will need to provide new creative. After an email is broadcast and if the Advertiser has scheduled the follow-up email service, the Advertiser can only do one follow-up broadcast with the same creative within the same thirty (30) day period. This policy is to protect the Advertiser and Eagle Interactive from having emails end-up in subscriber Junk Mail/Spam folders.

II. Text E-Newsletter Creative Requirements

A. File Requirements: Advertiser has the option of a plain text advertisement or a static banner advertisement. Text advertisement must be 10 point font. 576 characters with spaces. For banner advertisements in e-newsletters:

- 300x250 pixels
- 468x60 pixels (second position only)
- Max File Size: 40 KB

Eagle Interactive accepts .jpg and .gif images but does not accept animated flash or interactive banners in the E-Newsletter product line.

B. Content Approval: All files must meet approval by Eagle Interactive for content prior to being mailed out to the list. Eagle Interactive also reserves the right to review landing pages for approval. It is Eagle Interactive company policy to only accept Investor Relations advertising on a case by case basis.

C. Human Events and Eagle Financial Hard Offer: Eagle Interactive defines a hard offer as an advertising effort where the main intent of the creative is to convince the recipient to purchase the advertiser's product or service, and lead generation efforts are of a solely secondary nature. To be considered a hard offer, creative must solicit clear buyer intent to purchase the product or service, including a credit card information entry field. This field must be on the same landing page where any personal information (address, email address, etc.) is requested.

D. Human Events Lead Generation: Eagle Interactive defines lead generation as any advertising effort where the main intent of the creative is the collection of email addresses for lead generation purposes. To be considered as lead generation, creative will have an email address entry field on a landing page prior to any credit card information entry fields. *Human Events*, including *Human Events* dedicated email and all political e-newsletters, charges an additional 20% of the final sale for lead generation creative.

E. Eagle Financial Lead Generation: Eagle Interactive defines lead generation as any advertising effort where the main intent of the creative is the collection of email addresses for lead generation purposes. To be considered as lead generation, creative will have an email address entry field on a landing page prior to any credit card information entry fields. Eagle Financial, including Eagle Financial dedicated email and all financial e-newsletters, charges an additional \$10 CPM rate for any list size for lead generation creative.

III. Web Banner Advertising Creative Requirements

A. File Requirements:

- Standard ad units: 728x90, 160x600, 300x250
- Ad types: .jpg, .gif, animated .gif, .swf, .html
- Max file size: 40KB
- Animation rotation: We recommend no more than four panels
- Flash Looping: We recommend 3x looping
- Max Flash loop length: 15 seconds (<http://www.iab.net/standards/richmedia.asp>)

B. Third Party Ad Serving: Eagle Interactive accepts ad tags from most recognized third party vendors, including DART and Atlas. Please send tags via a .html or .txt file.

C. Third Party Rich Media Ad Serving: Eagle Interactive will accept standard third party rich media ad tags. An additional charge of \$1 CPM or more will be added onto CPM rates if the advertiser requires Eagle Interactive to use third party services.

D. IAB Standards and Creative Guidelines: Eagle Interactive conforms to all Interactive Advertising Bureau (IAB) Ad Standards and Creative Guidelines.

Interactive Terms & Conditions

By purchasing advertising with Eagle Publishing, Inc., the “Advertiser” agrees to the following:

A. Acceptance/Insertion Orders: Acceptance of advertising programs is subject to space availability upon receipt of a signed Insertion Order/Agreement by Eagle Interactive (Eagle Publishing, Inc.). All interactive insertion orders must be received five (5) business days in advance of campaign initiation unless otherwise indicated in writing by Eagle Interactive Sales Director. All web banner, dedicated email and e-newsletter text advertising creative is subject to Eagle Interactive approval. Eagle Interactive reserves the right to reject or cancel any Advertisement, Insertion Order, and space reservation or position commitment at any time based upon its creative content or otherwise.

B. Indemnification: Advertiser and Agency jointly and severally represent and warrant that Advertiser has the right to publish and display the Advertisements and their content. Advertiser and Agency agree jointly and severally to indemnify and hold Eagle Interactive and its publisher partners harmless against any expense or loss by reason of any claim arising out of online publication and display of the Advertisements.

C. Positioning: Positioning of Advertisements is at the discretion of Eagle Interactive, except where a request for a specific preferred position is approved by Eagle Interactive in writing. Material must be received by material closing date, otherwise position may be lost to another advertiser, or requested impression level may be reduced.

INTERACTIVE PRODUCT	CREATIVE DEADLINE
E-newsletter	2 business days before delivery date
Web Banner	3 business days before campaign launch
Dedicated Email	3 business days before delivery date

D. Third Party Ad Server: Any Agency or Advertiser acting as an agent for a third party ad server agrees that all Advertisements must be submitted to Eagle Interactive for approval prior to being added into rotation.

E. Reporting: Advertisers will be provided with interactive campaign reports via email when available, which include impressions, clicks and yield percentages within 72 hours of conclusion of web banner campaign, dedicated email send and e-newsletter send.

F. Counting: Eagle Interactive’s ad server will be official counter for determining the number of ads delivered under an applicable order, unless otherwise agreed upon in writing with Advertiser.

G. Make-Good: In case of under delivery of guaranteed impressions, advertiser will only be billed for delivered impressions.

H. Cancellation Policy: Cancellations or changes in orders must be made in writing. Any campaign can be cancelled with no penalty as per below cancellation schedule. Campaigns cancelled less than the timeframe indicated below can be subject to a \$500 charge. In the case of Web Banners, if a campaign is cancelled after a campaign has started, Advertisers will be re-billed for all impressions delivered through effective end date at the open rate for such units as per rate card at the sole discretion of Eagle Interactive. Once written receipt of cancellation is received, Eagle Interactive will have up to two (2) business days to end banner impression campaign and advertiser will be billed for all impressions delivered within this period of time.

INTERACTIVE PRODUCT	CANCELLATION TIMEFRAME
E-newsletter	2 business days before delivery date
Web Banner	2 business days before campaign launch
Dedicated Email	5 business days before delivery date

I. Short Rate Policy: All agreements for advertising frequency discounts require that the specific number of advertisements be published within a twelve-month period and be promptly paid for. In the event of the Advertiser’s or it’s agency’s cancellation of any portion of any advertising order/contract or failure to have published and paid for the specified number of advertisements, or if at any time Eagle Interactive in its reasonable judgment determines that the Advertiser is not likely to publish or pay for the total amount of advertising specified during the term of the agreement, any rate discount will be retroactively nullified, including for previously published advertisements, and may result in a short-rate.

In such event, Advertiser and/or Agency must reimburse Eagle Interactive 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 and paid for) within 30 days of Invoice therefore and Advertiser will thereafter pay for advertising at the open rate or at the earned rate(s) as applicable. Any merchandising program executed by Eagle Interactive in reliance on advertising that is cancelled will be paid for by the Advertiser at the fair market rate for such program. No rebates (for advertising frequency discounts for advertising run in excess of specified schedule) will be earned if all advertising is not paid for.

Interactive Terms & Conditions

J. Dedicated Email Test Approval: Final ad approvals need to be received by Eagle Publishing by the close of business two (2) days prior to the effort send date.

K. Dedicated Email Text Change: Eagle Publishing reserves the right to charge \$300 each time changes are requested to be made to an ad that are not due to errors made by Eagle (these changes add significant time burdens and production costs to Eagle's e-business operations). Final changes to ads must be submitted to Eagle by 12:00pm EST the day prior to the effort send date.

L. Web Banner Postponement: In cases where banner creative for advertisement has not arrived by the third (3) business day after the agreed-upon campaign start date, Eagle Interactive's postponement policy goes into effect. Eagle Interactive will reduce the number of total impressions for every day the campaign is late, based on even distribution, and the Advertiser will be invoiced at the original contracted dollar amount for these impressions or the campaign period will be extended to its original length and start effectively upon receipt of creative.

L. Dedicated Email and E-newsletter Postponement: In cases where creative for advertisement has not arrived two (2) working days in advance of send, Eagle Interactive reserves the right to cancel said program and post another advertiser's creative in its place.

M. Invoicing and Payment: Advertiser billing will be remitted every month once Advertiser has established a ninety (90) day payment history with Eagle Interactive. Until this payment history is established, Advertiser will be required to pay for advertising up front with a credit card. Once credit has been established after the ninety (90) day period, payment terms are net thirty (30) days. Late payments shall be subject to a penalty on the due and unpaid amounts equal to the lesser of 1.5% per month or the highest rate permitted by law. Eagle Interactive has the right to cancel or deny any advertisement due to the account status being unpaid for ninety (90) days or more.