



# moves

THE FASHION & LIFESTYLE MAGAZINE  
FOR CITY WOMEN AND MEN

---

10+ MILLION WEBSITE HITS  
65+ MILLION READERS  
DISTRIBUTED TO 190+ COUNTRIES  
AVAILABLE ONLINE,  
APPLE IOS & ANDROID

---

## MEDIA KIT RATE CARD

[NEWYORKMOVES.COM](http://NEWYORKMOVES.COM)

[MOVESFLASH.COM](http://MOVESFLASH.COM)

[MOVESPOWERWOMEN.COM](http://MOVESPOWERWOMEN.COM)

[MOVESFORUM.COM](http://MOVESFORUM.COM)

HELENA BONHAM CARTER



# WE ARE A BOLD MAGAZINE

A cutting edge lifestyle magazine for city women and men, a publication that asks the hard questions. New York Moves takes on social, political, and global topics and shows how women are shaping the world today. Written with a progressive, new-thinking vibe, New York Moves offers a provocative look at society and offers readers a view of topics with an askance look.

## REGULAR FEATURES:

- Politics
- Celebrity & Pop Culture
- Fashion
- Relationships
- Health & Beauty
- Entertainment
- Nightlife
- Food
- Business
- Lifestyle
- Real Estate
- New York City Events
- Decorating/Design
- Career Moves



KATHERYN WINNICK



HELENA BONHAM CARTER



O. T. FAGBENLE



DIRECT.  
EFFECTIVE.  
ECONOMICAL.



GUGU MBATHA-RAW

# FRESH AND FREE THINKING



## READER PROFILE

- Reaches 65+ million users
- 70% are female readers
- Average age: 30
- 90% in full time employment
- Active city social lives
- Average household income is \$150k+

## YOUR REASONS TO ADVERTISE:

- Only your demographic working women average age 30\*
- Hit your target audience at a fraction of newspaper cost
- Proven results over 30 years in similar UK publications
- 90% of our readers fit your client profile
- Web potential to double your coverage and impact
- City readers
- Our circulation in prime markets

## CIRCULATION

Available on Issuu, Zinio, & Magzter  
Apps on Apple iOS and Android



190+ Countries

**Take advantage of our early bilingual launch and be exposed to our global audiences in French, Spanish, Chinese, & more!**

# moves

## AD SPECIFICATIONS | MAGAZINE

trim size  
9"w x 10.75"h

live art area  
8.5"w x 10.25"h

bleed size  
9.5" x 11.25"

**Full Page Ad**

trim size  
9"w x 5.375"h

bleed size

**1/2 Page Horiz. Ad**

trim size  
4.5"w x 10.75"h

bleed size  
5" x 11.25"

**1/2 Page Vert. Ad**

### FILES:

- Ads should be saved as a PDF, at a minimum of 300 dpi with all images embedded, with fonts embedded or converted to outlines.
  - Do not nest EPS in other EPS files.
  - Include trim bleed of 1/4" on all sides.
- QuarkXPress files will NOT be accepted

### IMAGES:

- Save color images as CMYK in TIFF or EPS format. DO NOT USE RGB color or JPEG's.
- Save black and white images in TIFF or EPS format.

### FONTS:

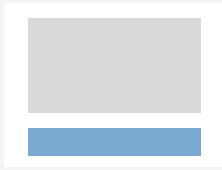
- Use only Type 1 or Adobe Type fonts. True Type and Multiple Master fonts will not be accepted.
- Do not use stylized fonts (using the application to make the text bold, italic, etc.)
- Postscript fonts are required for each type style (Helvetica Bold, Helvetica Italic, etc..)

**We strongly discourage submission of any native file formats as we cannot guarantee the quality of their reproduction. If you must supply native files, please use the following guidelines when preparing these files:**

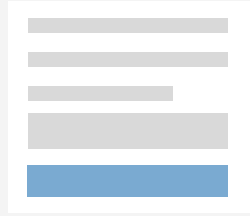
- All screen fonts, printer fonts, logos, pictures, images, etc. must be supplied with the ad. Be aware that some placed or embedded elements may also need fonts.
- All elements must be placed at 100% size. DO NOT rotate, scale or crop placed images.
- All image resolution should be at 300 dpi. All line art resolution should be at 1200 dpi.
- Pantone colors (PMS) must be converted to CMYK process.
- Build pages to trim size and extend bleed 1/8" beyond the document page. Supply all ads as single pages. When submitting spreads that have live image crossing the gutter, build the file from opposing trim size pages. Submit each page as a separate file following proper conventions for naming and bleed.
- All ads must be supplied sized at 100%.
- Supply a digital proof calibrated to SWOP



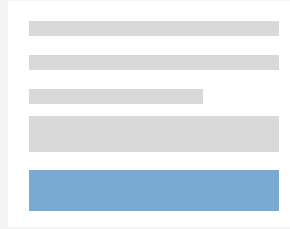
# BANNER SPECS | WEBSITE



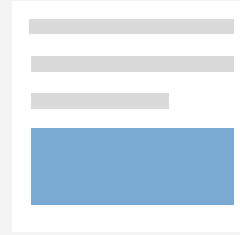
**Small Rectangle**  
180 x 150



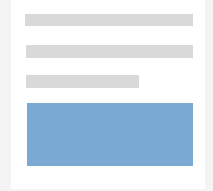
**Medium Rectangle**  
300 x 250



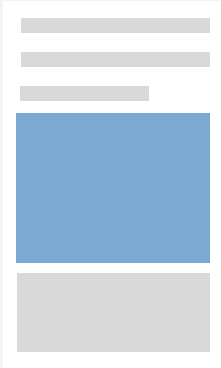
**Large Rectangle**  
336 x 280



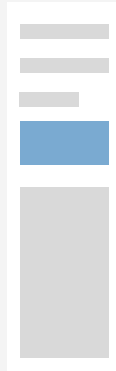
**Square**  
250 x 250



**Small Square**  
200 x 200



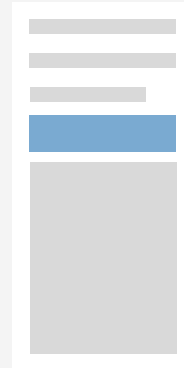
**Half Page**  
300 x 600



**Wide Skyscraper**  
160 x 600



**Skyscraper**  
120 x 600



**Portrait**  
300 x 1050



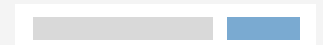
**Vertical Banner**  
120 x 240



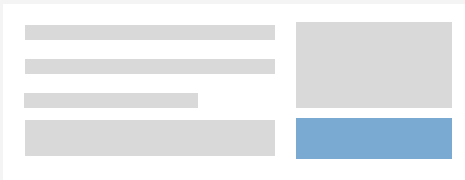
**Leaderboard**  
728 x 90



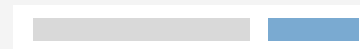
**Large Mobile**  
320 x 100



**Mobile**  
320 x 50



**Horizontal Banner**  
2240 x 1260



**Main Banner**  
468 x 60

## FILES:

- Ads should be saved as a PNG or JPEG, at a 72 dpi resolution, with all images embedded and with fonts embedded or converted to outlines.

## IMAGES:

- Save color images as RGB in PNG or JPEG format. DO NOT USE CMYK color or spot color
- Save black and white images in PNG or JPEG format.

## FONTS:

- Use System fonts.
- Do not use stylized fonts. (using the application to make the text bold, italic, etc.)

We strongly discourage submission of any native file formats as we cannot guarantee the quality. If you must supply native files, please use the following guidelines when preparing these files:

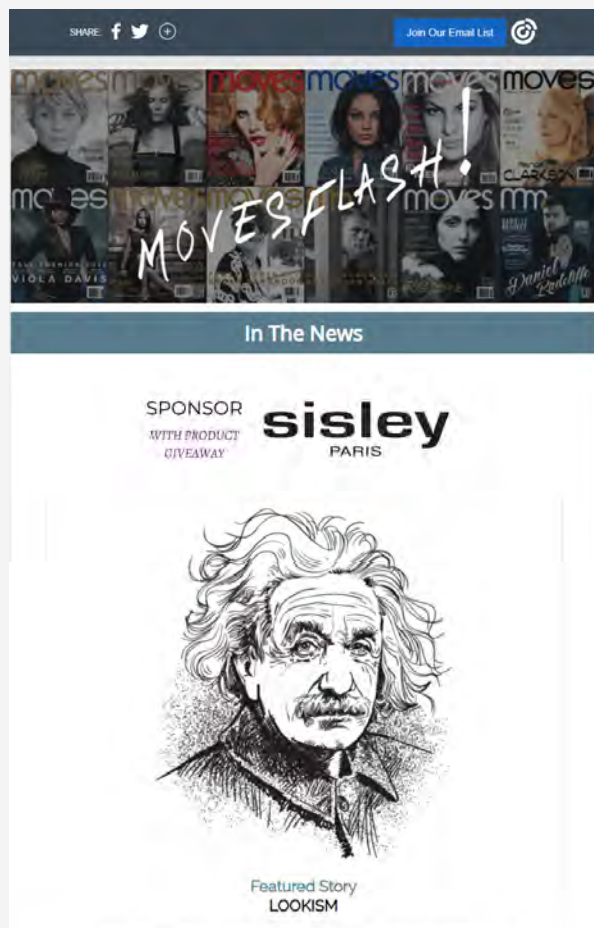
- All elements must be placed at 100% size. DO NOT rotate, scale or crop placed images.
- All image resolution should be at 72 dpi.
- Pantone colors (PMS) must be converted to RGB process.
- All ads must be supplied sized at 100%.



[newyorkmoves.com](http://newyorkmoves.com)  
[movesflash.com](http://movesflash.com)  
[movespowerwomen.com](http://movespowerwomen.com)  
[movesforum.com](http://movesforum.com)

# MOVESFLASH!

WEEKLY NEWSLETTER



## PLACEMENT

Sponsor announcement + Your Logo at the top  
Banner at the bottom  
Link to your ecommerce  
Offer a give away option

## EDITORIAL

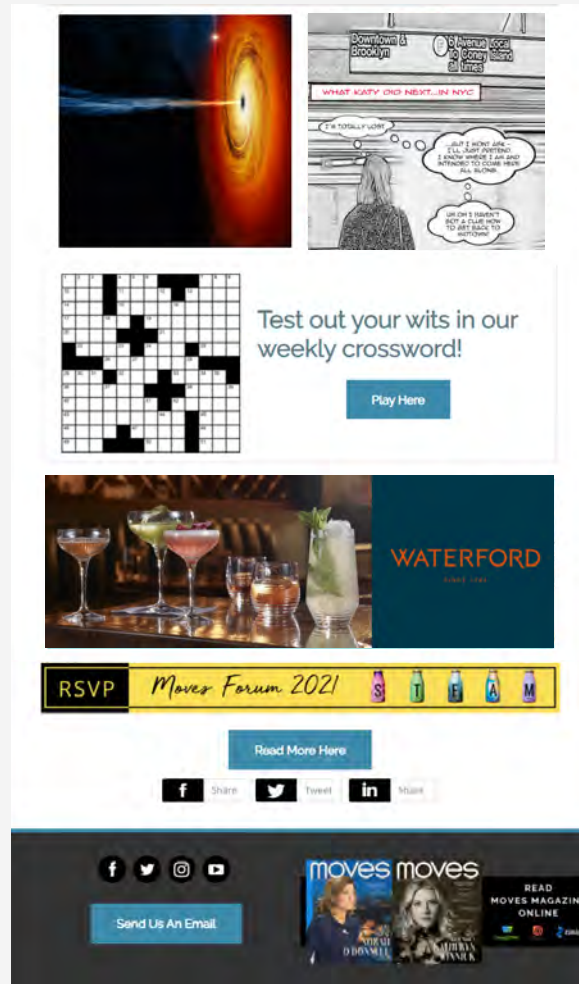
Editorial opportunity if you advertise with Movesflash!  
Share your product announcement  
Share in French, Chinese or Spanish

## RATE

Based on availability

## WE ARE

A weekly newsletter tackling hot topics such as Chow, Art, Political, Gossip, International, Roam and our science based FYI. We're including some of our most popular segments of MOVES – CHEERS, ROCKSTAR, REWIND and most importantly movesflash will include our ever-popular mini rant segment which gives readers a chance to shout out their pet peeves and angry grievances – no holds (or topics) barred.





# TALENT OPPORTUNITIES

**Women Side + Men Side = Two Covers. Translation? TWO Markets to get your brand into the right hands...** Moves Magazine has two sides, a women's side (Moves) and a men's side (Moves for Men), which is exactly two sides of the demographic you want to reach, meaning both men and women. No exclusions on brand visibility, Moves hits your target audience every time.

ANDY BLACK







## EVENTS

**Red Carpet Opportunity & Sponsorship = Brand Success.** Moves issue launch events give the client full access – and visibility – to a sophisticated New York City audience. By taking advantage of Logo Placement Signage (invites, step-and-repeat wall, posters, social media and email blasts and notifications) and on-site Product Placement, your brand will receive added value and a whole lot of recognition. That's a "Win Win" situation in any market and your brand will get high visibility.





## PERSONAL CHEF

New York Moves' annual Personal Chef Competition – three tv news personalities teamed with three Top Chef alumni for the cooking competition that tests wits, skill, detail, and of course, time. Staged at the prestigious James Beard House and packed with celebrity judges and foodies, your brand will get the exposure it deserves. Only one team can claim victory, but everyone's a winner.

Mix unique individuals from the television space with creative and funky professionals from the interior design space, place them in identical bare apartments in New York City, mix in celebrity judges under the camera lights and watch an apartment makeover competition extraordinaire. New York Moves' annual "Design Perspective" competition is an opportunity to showcase your company through a variety of unique marketing and branding campaigns to add real extra value.

# MTZ

## MOVES TALK ZONE



## POWER WOMEN

The ultimate placement at the ultimate event: The Moves' annual Power Women Awards Gala. Each of our Power Women achieve the respect of their industry insiders and recognition and admiration of the woman on the street. Celebrities, Power Women from a wide spread of industries, tv and media coverage, and red carpet step-and-repeat exposure means you will be seen in front of high profile individuals in high profile company. It's a win/win. [www.movespowerwomen.com](http://www.movespowerwomen.com)

The Moves Forum is an opportunity for Moves Power Women nominees past and present to explore and highlight how all women can actually use their influence, their power, to make the world an equal and diverse place for everyone. The panel – including celebrity guests and reflecting the whole of the political spectrum and gamut of social opinion – will discuss how to improve the current and future role of all women. [movesforum.com](http://movesforum.com)



## MOVES FORUM

### DIVERSITY LUCHEON

# MAGAZINE RATES

4 Color	Open Rate	3x (10%)	5x (15%)	10x (20%)
Spread	23,155	20,840	19,680	17,740
Full Page	11,580	10,415	9,840	9,260
1/2 Page	6,595	5,940	5,610	5,280
1/4 Page	3,890	3,500	3,255	3,110

Black & White	Open Rate	3x (10%)	5x (15%)	10x (20%)
Spread	19,530	17,580	16,590	15,630
Full Page	10,925	9,840	9,280	8,750
1/2 Page	5,460	4,905	4,630	4,360
1/4 Page	3,010	2,705	2,550	2,410

Covers	Open Rate	3x (10%)	5x (15%)	10x (20%)
Cover 4	16,385	14,750	13,940	13,115
Cover 2	14,645	13,215	12,470	11,730
Cover 3	14,240	12,820	12,100	11,400
1/4 Page	3,010	2,705	2,550	2,410

## WEBSITE RATES

Placement Option	Cost	Time
newyorkmoves.com	1,500	3 months
movespowerwomen.com	800	1 month
movesforum.com	800	1 month

## NEWSLETTER RATES

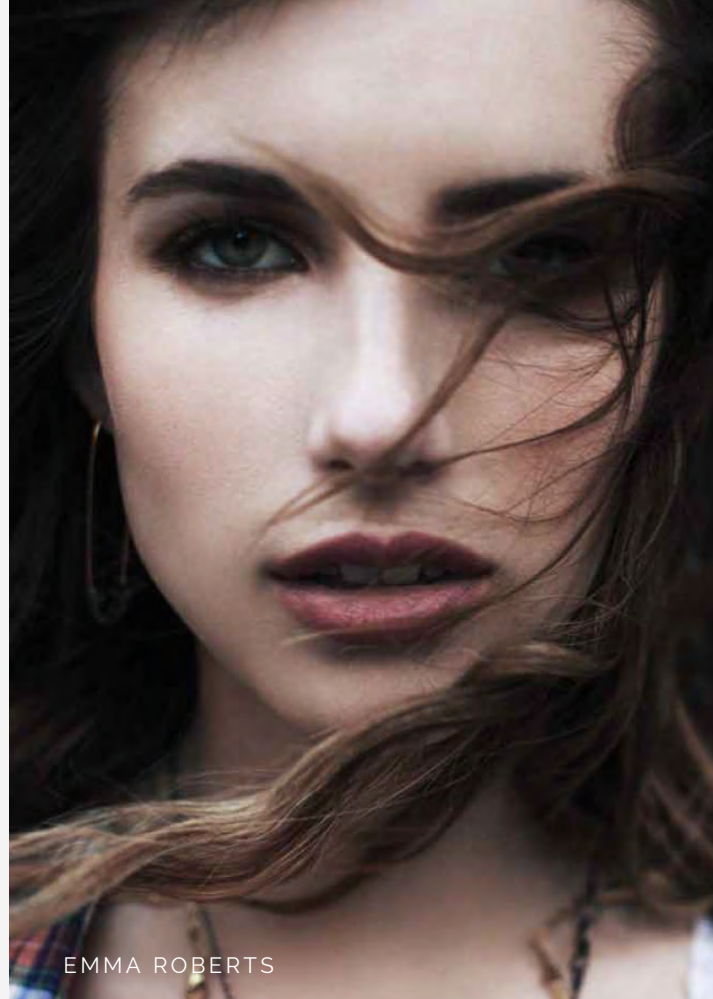
Placement Option	Cost	Time
movesflash.com + Newsletter	500	1 week
movesflash.com + Newsletter	900	2 weeks
movesflash.com + Newsletter	1700	4 weeks

## CLOSING DATES

Magazine Issue	Space Close	Material Deadlines	Published
Spring Issue	Mar 8	Mar 22	Apr 5
Summer Issue	July 5	July 19	July 26
Fall Issue	Sept 15	Oct 8	Nov 5

Website	Space Close	Material Deadlines	Published
Monthly	First Monday of Month	First Thurs of Month	First Friday of Month

MovesFlash Newsletter	Space Close	Material Deadlines	Published
Weekly	Monday	Tue/Wed	Friday 2:00pm EST



EMMA ROBERTS



DAYMOND JOHN

## ASK ABOUT

Event promotions  
 Gift Bag Placement  
 Speaker Opportunities  
 Red Carpet - Step and Repeat  
 Tickets to - Diversity Lunch (Spring)  
 + Gala Dinner (Fall)  
 Editorial placement in Magazine  
 Pod Cast shout out and Guest star



# DISPLAY ADVERTISING CONTRACT

**moves**

4097 lexington avenue,  
new york, new york 10163  
telephone: 212.396.2394  
fax: 212.202.7615  
email: info@newyorkmoves.com  
www.newyorkmoves.com

Date: \_\_\_\_\_

Advertiser: \_\_\_\_\_

Contract Year: \_\_\_\_\_

Number of Insertions: \_\_\_\_\_

Frequency Rate: \_\_\_\_\_

Ad Size: \_\_\_\_\_ Color: \_\_\_\_\_ Flat Rate: \_\_\_\_\_

Dates of Insertion:

New York Moves: ☐ Feb/Mar/April ☐ May/June/July ☐ Aug/Sept/Oct ☐ Nov/Dec/Jan

Special Instructions: \_\_\_\_\_

\_\_\_\_\_

Advertiser Brand: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Advertiser Executive: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Design and Production Costs Details: \_\_\_\_\_

Hourly Rate: \_\_\_\_\_

Costs as agreed: \_\_\_\_\_

1. The Publisher reserves the right to refuse, withdraw, amend or otherwise deal with all advertisements, which must comply with the US Code of Advertising Practice. 2. The Advertiser will indemnify any damage loss or expenses incurred to the publisher as a consequence of the Advertiser's announcement. 3. The placing of an order does not confer the right to renew on similar terms. 4. The Publisher will not be liable for any damages or loss caused by late publication, error or failure of an advertisement to appear. 5. The Publisher reserves the right to refuse cancellations. 6. The Publisher reserves the right to increase advertisement rates and to amend terms as regards space and frequency of insertion. 7. The Advertiser is liable to pay any series of discount earned should the Publisher receive a cancellation before the completion of the booking. 8. The Advertiser is responsible for all copy and materials sent to the Publisher. No Responsibility is taken by the Publisher for loss or damage. 9. Artwork will be returned unless requested and the Publisher reserves the right to destroy any artwork after it has been in his custody for a period over 6 months. 10. The Publisher takes no responsibility for color reproduction.

Invoices are due and payable upon receipt. Invoices will be considered delinquent after 30 days from the invoice date and will be subject to a monthly 1.5% finance charge (18% per annum) or the maximum allowed by law. Commission deductions (15%) given for advertising agencies will be forfeited if payment is not received within 60 days from the invoice date. Account delinquency may affect advertiser's and/or advertising agency's ability to book space into future issues. If an account has more than one unpaid invoice, all cash received will be applied to the oldest invoice first. In the event of nonpayment, the advertiser and advertising agency on behalf of the advertiser, the advertiser and advertising agency shall be held jointly and severally liable to Publisher for payment hereunder. Cancellations are not accepted after space closing date. Advertising rates are subject to change. All contracts accepted are subject to these conditions and all other contract regulations and mechanical requirements of the rate card apply. All advertising is subject to Publisher's approval and agreement by advertiser and advertising agency to indemnify and protect Publisher from and against any claims, loss, liability or expense, including reasonable attorney's fees arising out of publication of such advertisement.

Publisher reserves the right to terminate this agreement at any time for any reason solely by giving advertiser fifteen (15) days written notice of such cancellation. In the event of such cancellation, or in the event that the advertiser's advertising does not appear in any issue contracted for, both parties agree that actual damages would be difficult of impossible to calculate. As a result, Publisher's sole liability to Advertiser for such cancellation or failure to include shall be limited to liquidated damages in an amount equal to ten (10%) percent of the price payable by Advertiser under this contract for one month of advertising.

The laws of the state of New York shall govern the validity, performance and enforcement of this Contract. Any action brought in connection with this Contract shall be maintained in any court of competent jurisdiction in New York.

\_\_\_\_\_  
Authorized Signature/Title

\_\_\_\_\_  
Print

Fax Back: 212.202.7615

# APPLICATION FOR CREDIT

# moves

To be considered for credit,  
please complete in full and return to:  
4097 Lexington Avenue, New York,  
NY, 10163 Fax: (212) 202-7615

Legal Business Name: \_\_\_\_\_  
Doing Business as: \_\_\_\_\_  
Billing Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## TYPE OF BUSINESS:

If corporation, state of incorporation: \_\_\_\_\_ Year Incorporated: \_\_\_\_\_ Year Established: \_\_\_\_\_  
Number of Employees: \_\_\_\_\_ Federal ID/ Social Security Number: \_\_\_\_\_

## NAME OF OWNERS AND/OR CORPORATE OFFICERS:

Name (full legal name): \_\_\_\_\_ Title: \_\_\_\_\_  
Home Address: \_\_\_\_\_ City / State / Zip: \_\_\_\_\_  
SSN: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Name (full legal name): \_\_\_\_\_ Title: \_\_\_\_\_  
Home Address: \_\_\_\_\_ City / State / Zip: \_\_\_\_\_  
SSN: \_\_\_\_\_ Home Phone: \_\_\_\_\_

## BANK REFERENCES:

1) Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Date Opened: \_\_\_\_\_ ☐ Checkings ☐ Savings ☐ Loan  
2) Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Date Opened: \_\_\_\_\_ ☐ Checkings ☐ Savings ☐ Loan

## TRADE REFERENCES:

1) Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Account Number: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
2) Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Account Number: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

To the best of my knowledge, the above facts are represented as true. I authorize New York Moves to obtain any information required concerning the statements and application hereon. I also authorize the above reference banks to release information as requested by New York Moves.

I agree that all invoices are due and payable upon receipt. Invoices will be considered delinquent after 30 days from the invoice date and will be subject to a monthly 1.5% finance charge (18% per annum) or the maximum allowed by law. Commission deductions (15%) given for advertising agencies will be forfeited if payment is not received within 60 days from the invoice date. Account delinquency may affect advertiser's and/or advertising agency's ability to book space into future issues. If an account has more than one unpaid invoice, all cash received will be applied to the oldest invoice first. In the event of nonpayment, the advertiser and advertising agency agree to pay all collection costs as a result of our collection efforts on the delinquent balance, including reasonable attorney's fees. When advertising is placed by an advertising agency on behalf of the advertiser, and advertising agency shall be held jointly and severally liable to Publisher for payment hereunder.

The below-signed individual is an authorized representative at the corporation or a partner or owner.

\_\_\_\_\_  
Authorized Individual (print name)      Authorized Signature      Title      Date

Sales representative name: \_\_\_\_\_ Sales representative number: \_\_\_\_\_



# TERMS AND CONDITIONS

The following are certain terms and conditions governing advertising published by New York Moves LLC ("Publisher") in the U.S. print edition of MOVES magazine (the "Magazine"), as may be revised by Publisher from time to time. Submission of insertion order for placement of advertising in the Magazine constitutes acceptance of the following terms and conditions. No terms or conditions in any insertion orders, reservation orders, blanket contracts, instructions or documents that conflict with or alter these terms and conditions will be binding on Publisher, unless authorized in writing by a senior executive of Publisher.

## AGENCY COMMISSION AND PAYMENT

1. Publisher may require payment for advertising upon terms determined by Publisher prior to publication of any advertisement.
2. Agency and advertiser are jointly and severally liable for the payment of all invoices arising from placement of advertising in the Magazine and for all costs of collection of late payment.
3. If an account is placed with a collection agency or attorney for collection, all commissions and discounts will be rescinded or become null and void and the full advertising rate shall apply.
4. Agency commission (or equivalent): fifteen percent (15%) of gross advertising space charges, payable only to recognized agents.
5. Invoices are rendered on or about the on-sale date of the Magazine. Payments are due within thirty (30) days after the billing date, with the following exceptions. For all advertising not placed through a recognized agent, payments at rate card rates must be received no later than the issue closing date. Prepayment is required if credit is not established prior to ten (10) business days prior to the issue closing date. All payments must be in United States currency.
6. No agency commission is payable, and Publisher will not grant any discounts, on production charges. Any discounts received by advertiser on ad space charges may not be applied to production charges.
7. Advertiser shall pay all international, federal, state and local taxes on the printing of advertising materials and on the sale of ad space.

## CANCELLATION AND CHANGES

1. Publisher expressly reserves the right to reject or cancel for any reason at any time any insertion order or advertisement without liability, even if previously acknowledged or accepted. In the event of cancellation for default in the payment of bills, charges for all advertising published as of the cancellation date shall become immediately due and payable.
2. Advertisers may not cancel orders for, or make changes in, advertising after the issue closing date. Cancellation of orders or changes in advertising to be placed on covers, in positions opposite content pages, and for card inserts will not be accepted after the date thirty (30) days prior to the issue closing date. Cancellation of orders for special advertising units printed in the Magazine, such as booklets and gatefolds, will not be accepted after the date sixty (60) days prior to the issue closing date. In the event Publisher accepts cancellation after any of the foregoing deadlines, such acceptance must be in writing, and such cancellation may be subject to additional charges at Publisher's discretion.
3. The conditions of advertising in the Magazine are subject to change without notice. Publisher will announce ad rate changes thirty (30) days prior to the closing date of the issue in which the new rates take effect. Orders for subsequent issues will be accepted at the then-prevailing rates.

## PUBLISHER'S LIABILITY

1. Publisher is not liable for any failure or delay in printing, publishing, or circulating any copies of the issue of the Magazine in which advertising is placed that is caused by, or arising from, an act of God, accident, fire, strike, terrorism or other occurrence beyond Publisher's control.
2. Publisher is not liable for any failure or delay in publishing in the Magazine any advertisement submitted to it. Publisher does not guarantee positioning of advertisements in the Magazine, is not liable for failure to meet positioning requirements, and is not liable for any error in key numbers. PUBLISHER WILL TREAT ALL POSITION STIPULATIONS ON INSERTION ORDERS AS REQUESTS. Publisher will not consider any objections to positioning of an advertisement.
3. The liability of Publisher for any act, error or omission for which it may be held legally responsible shall not exceed the cost of the ad space affected by the error. In no event shall Publisher be liable for any indirect, consequential, special or incidental damages, including, but not limited to, lost income or profits.

## MISCELLANEOUS

1. Agency and advertiser jointly and severally represent and warrant that each advertisement submitted by it for publication in the Magazine including, but not limited to, those for which Publisher has provided creative services, contains no copy, illustrations, photographs, text or other content or subject matter that violate any law or infringe any right of any party. As part of the consideration and to induce Publisher to publish such advertisement, agency and advertiser jointly and severally shall indemnify and hold harmless Publisher from and against any loss, liability damages and related expenses (including attorneys' fees) (collectively, "Losses") arising from publication of such advertisements in all applicable editions, formats or derivations of the Magazine, including, but not limited to, (a) claims of invasion of privacy, violation of rights of privacy or publicity, trademark infringement, copyright infringement, libel, misrepresentation, false advertising, or any other claims against Publisher (collectively, "Claims", or (b) the failure of such advertisement to be in compliance and conformity with any and all laws, orders, ordinances and statutes of the United States or any of the states or subdivisions thereof.
2. In the event the Publisher provides contest or sweepstakes management services, email design or distribution or other promotional services in connection with advertisements placed in the Magazine, agency and advertiser jointly and severally represent and warrant that any materials, products (including, but not limited to, prizes) or services provided by or on behalf of agency or advertiser will not result in any claim against Publisher. As part of the consideration and to induce Publisher to provide such services, agency and advertiser jointly and severally shall indemnify and hold harmless Publisher from and against any Losses arising from such materials, products or services, including, but not limited to, those arising from any Claims.
3. Publisher's acceptance of an advertisement for publication in the Magazine does not constitute an endorsement of the product or service advertised. No advertiser or agency may use the Magazine's name or logo without Publisher's prior written permission for each such use.
4. The word "advertisement" will be placed above all advertisements that, in Publisher's opinion, resembles editorial matter.
5. All pricing information shall be the confidential information of Publisher, and neither agency nor advertiser may disclose any such information without obtaining Publisher's prior written consent.
6. This agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws provisions. Any civil action or proceeding arising out of or related to this agreement shall be brought in the courts of record of the State of New York in New York County or the U.S. District Court for the Southern District of New York. Each advertiser and its agency consents to the jurisdiction of such courts and waives any objection to the laying of venue of any such civil action or proceeding in such courts.



#### ADDITIONAL COPY AND CONTRACT REGULATIONS

1. For advertising units less than full-page size, insertion orders must specify if advertisement is digest, vertical, square, or horizontal configuration. Insertion orders for all advertising units must state if advertisement carries a coupon.
2. Advertising units of less than 1/3 page size are accepted based on issue availability as determined by Publisher.
3. Requested schedule of issues of ad insertions and size of ad space must accompany all insertion orders. Orders and schedules are accepted for the advertising by brand of product or service only and may not be re-assigned to other products or services or to affiliated companies without the consent of Publisher.
4. Insert lineage contributes to corporate page levels based on the ratio of the open rate of the insert to the open national P4C rate.
5. If a third party either acquires or is acquired by advertiser during the term of an insertion order, any advertising placed by such third party in an issue of the Magazine that closed prior to the date of the acquisition will not contribute to advertiser's earning discounts.

#### REBATES AND SHORTRATES

Publisher shall rebate advertiser if advertiser achieves a higher spending level, resulting in the retroactive lowering of advertising rates, in comparison to the billed advertising rates. Rebate shall be in the form of a media credit to be applied against not-yet-paid media invoices. In the event that advertiser fails to achieve a spending level for which it has been billed, advertiser will be short-rated and owe Publisher an additional sum based on the difference between the billed rates and higher rates.