

# Journal of Opioid Management™

## 2009 Display Advertising Rates and Data • Rate Card No. 6

470 Boston Post Road • Weston, MA 02493 • 781-899-2702 x107 • Toll Free: 1-800-272-3227 x107  
 Fax: 781-899-4900 • E-mail: radjr@pnpco.com

| B/W Rates | ROP Advertising |          |          |          |          | Inserts                  |                       |
|-----------|-----------------|----------|----------|----------|----------|--------------------------|-----------------------|
|           | Full Page       | 2/3 Page | 1/2 Page | 1/3 Page | 1/4 Page | Per page bound inserts** | Per pages ride-along* |
| 1 Time    | \$5,275.        | \$4,536. | \$3,850. | \$2,170. | \$2,160. | \$3892/page              | \$3629/page           |
| 3 Times   | \$5,064.        | \$4,355. | \$3,700. | \$2,085. | \$2,075. | \$3708/page              | \$3457/page           |
| 6 Times   | \$4,860.        | \$4,180. | \$3,550. | \$2,005. | \$1,995. | \$3532/page              | \$3294/page           |

*Journal of Opioid Management* is a professional peer-reviewed journal dealing with the proper and adequate uses of opioids. The journal serves the needs of medical professionals who are on the front line of opioid use and abuse. The journal is indexed in Index Medicus/Medline/Medlars.

◆ Target audiences:

- anesthesiologists
- oncologists
- high prescribers
- pain management doctors
- palliative medicine doctors
- pain management centers
- hospices
- pharmacists
- hospitals
- orthopedists
- gerontologists
- PCPs/family practice
- dentists
- academics

◆ COLOR RATES:

4/color process.....\$1,995.

Matched Color.....\$1,295.

4/color charges also apply to fractional pages. \$300 discount for additional 4/c pages.

◆ PREFERRED POSITION RATES:

2nd Cover: Earned b/w rate plus 25%.

Facing page at no premium

3rd Cover: Earned b/w rate plus 25%.

4th Cover: Earned b/w rate plus 50%.

Front Cover Tipon: Earned b/w rate per page (Must take both pages) plus 50%.

◆ BLEED: No charge

◆ AGENCY COMMISSION: 15%

◆ EARNED RATES:

Rates based on number of insertions within one year, regardless of size. Purchases by a parent company and subsidiaries may be combined.

MECHANICAL REQUIREMENTS:

◆ FINISHED TRIM SIZE: 8-3/8 x 10-7/8

◆ AD DIMENSIONS: (in inches)

1 page .....7 x 10

2/3 page.....4-1/2 x 10

1/2 page-vertical .....3-3/8 x 10

1/2 page-horizontal .....7 x 4-7/8

1/3 page-vertical .....2-1/2 x 10

1/3 page-horizontal.....4-1/2 x 4-7/8

1/4 page .....3-3/8 x 4-7/8

◆ BLEED SIZES:

Full page: 8-11/16 x 11-3/16.

Includes 1/8" trim, outside and bottom and 3/16" trim, top and gutter.

Allow at least 3/8" safety for live matter all edges. Fractional units:

1/2 page horizontal: .8-11/16 x 5-1/4

1/2 page vertical: .....4-1/4 x 11-3/16

◆ INSERT REQUIREMENTS:

\*\*See Bleed Sizes for insert dimensions. Inserts also need 1/2" high folio lip. Inserts jog to top of journal and trim. Inserts must be boxed and marked with journal title, issue, number of pieces per box. Inserts due within 5 days of advertising closing.

◆ INSERT OVERAGES:

Unless otherwise instructed, surplus inserts will be destroyed 60 days after closing date of scheduled insertion.

◆ PAPER STOCK:

Inside: 60 lb. coated – acid free  
 Covers: 100 lb. coated – acid free

◆ BINDING:

Perfect Bound

◆ REPRODUCTION REQUIREMENTS:

Electronic Files: All materials must have register marks, center marks, and trim marks clearly indicated. Color ads require a Matchprint or similar. All color ads must be in PDF/X-1A (SWOP) compliant and must include high-res tiff preview and all fonts. Maximum print density 4/c is 270%.

◆ ISSUANCE:

Bimonthly (6 issues per year)

◆ MATERIALS

Insertion Orders: Send or email to address above.

Artwork & Files: Due two (2) days after advertising closing date. Send or email to address above.

Inserts: Call for shipping details.

\*Ride-alongs subject to approval, additional weight based postage charges may apply.

—STANDARD TERMS & CONDITIONS APPLY—

◆ ADVERTISING CLOSING DATES: (through December 2009)

| Issue             | Closing Date       |
|-------------------|--------------------|
| November/December | November 24, 2008  |
| January/February  | January 23, 2009   |
| March/April       | March 20, 2009     |
| May/June          | May 22, 2009       |
| July/August       | July 24, 2009      |
| September/October | September 18, 2009 |
| November/December | November 13, 2009  |

# Weston Medical Publishing, LLC Standard Terms & Conditions for all publications and business units

## 1. Applicability

1.1 These terms and conditions shall apply to all offers, proposals and agreements made between Weston Medical Publishing, LLC and any third party or its agent ("the Client") relating to the products and/or services of Weston Medical Publishing, LLC ("the Products and/or Services") and, along with the relevant Weston Medical Publishing, LLC or publication's order acknowledgement, shall form the entire agreement between the parties (the "TC"). They supersede any previous supply terms and conditions. For the purposes of the TC, 'Weston Medical Publishing, LLC' shall mean the publication or business unit within the Weston Medical Publishing, LLC that is providing the Products or Services as set out on the publication or business unit's order acknowledgement or invoice.

1.2 Where general terms and conditions of business are proposed by the Client, these shall not apply and the TC will prevail.

1.3 Any variation to the TC and any representations about the Products and Services shall have no effect unless expressly agreed in writing and signed by an authorized signatory of Weston Medical Publishing, LLC. Nothing in the TC will exclude or limit Weston Medical Publishing, LLC's liability for fraudulent misrepresentation.

1.4 Where Products are sold to the Client that contains third party product or software such a sale may be subject to additional license terms.

## 2. Offer and acceptance/ Description

2.1 Each order for the Products and Services by the Client from Weston Medical Publishing, LLC shall be deemed to be an offer by the Client to purchase the Products and Services subject to the TC. No order placed by the Client shall be deemed accepted until a written acknowledgement of order is issued by Weston Medical Publishing, LLC or (if earlier) Weston Medical Publishing, LLC delivers the Products or issues the invoice to the Client or commences performance of the Services for the Client. All product orders are accepted subject to availability. Unless otherwise expressly agreed by Weston Medical Publishing, LLC in writing, Client represents and warrants that it is purchasing Products or Services from Weston Medical Publishing, LLC for its own account and use (or if the Client is an agent, for the account and use of no more than one principal) and not on behalf of any other person or entity.

2.2 Weston Medical Publishing, LLC shall use commercially reasonable efforts to comply with descriptions of the Products and Services agreed by both parties in the relevant order, including such things as format, printing processes, technical design, size and kind of address file, weights and the like.

2.3 All drawings, descriptive matter, specifications and advertising issued by Weston Medical Publishing, LLC and any descriptions or illustrations contained in Weston Medical Publishing, LLC's catalogues or brochures are issued or published for the sole purpose of giving an approximate description of the Products and Services described in them. They will not form part of the TC.

2.4 Publishing errors, including, but not limited to, typographical errors, having no significant effect on the editorial content or design characteristics of the Products and Services, cannot be considered a reason for rejecting delivery or, as the case may be, modifying the agreed price.

## 3. Execution and modification of the order

3.1 Any modifications to the agreed product or service description, budget or schedule, as set out in the order acknowledgement, may result in an adjustment to the final price and/or delivery schedule at Weston Medical Publishing, LLC's discretion

3.2 If, at the request of the Client, Weston Medical Publishing, LLC renders additional Services in connection with the performance of the TC, Weston Medical Publishing, LLC shall act in the name of, to the account of, and at the risk of the Client.

3.3 Any dates specified by Weston Medical Publishing, LLC for delivery/performance of the Products and Services are intended to be an estimate and time for delivery/performance shall not be made of the essence by notice. If no dates are so specified, delivery/performance will be within a reasonable time.

## 4. Rates and prices

4.1 Unless otherwise agreed by Weston Medical Publishing, LLC in writing the price/rates for the Products and Services shall be those set out in Weston Medical Publishing, LLC's or publication's current price/rate list (whether print or online). All such prices/rates shall be exclusive of any handling, packing, loading, freight, transport and insurance charges unless otherwise agreed in writing, and shall also be exclusive of any taxes, import duties or other levies imposed on the sale or import of the Products or Services by local or national authorities, which shall be charged by Weston Medical Publishing, LLC as appropriate. Where applicable, Client shall provide to Weston Medical Publishing, LLC Client's VAT registration number at the time of placing its order.

## 5. Payment

5.1 Unless otherwise agreed in writing, payments shall be effected within thirty (30) days of the invoice date in the currency invoiced. Time for payment shall be of the essence. Weston Medical Publishing, LLC may set and vary credit limits for any Client account and shall be entitled to refuse to supply any Client who has exceeded its current credit limit.

5.2 Legal and beneficial title in any tangible Products supplied by Weston Medical Publishing, LLC to the Client shall remain with Weston Medical Publishing, LLC until Weston Medical Publishing, LLC has received in full (in cash or cleared funds) all sums due to it in respect of the Products and all other sums which are or which become due to Weston Medical Publishing, LLC from the Client on any account. For the avoidance of doubt no intellectual property rights in any Weston Medical Publishing, LLC Products shall transfer to the Client. Products shall be at the Client's risk as from delivery.

5.3 The Client shall make all payments due under the TC without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by Weston Medical Publishing, LLC to the Client. From the due date of the invoice to the date of payment in full, interest at the rate of 1.5% may be charged to the Client on a monthly basis for any sums outstanding, together with any collection fees incurred by Weston Medical Publishing, LLC. If the Client wishes to dispute any invoice (or part), the Client shall, as soon as reasonably practicable, but no later than the due date of such invoice, send full details of such dispute to Weston Medical Publishing, LLC in writing. The Client shall remain liable for any undisputed part of such invoice.

5.4 Weston Medical Publishing, LLC shall be entitled, at any time, to demand payment in advance and may suspend performance of its obligations arising from the TC until such advance payment has been received. Where the Client is indebted to Weston Medical Publishing, LLC for any other Product or Service under any other order, Weston Medical Publishing, LLC reserves the right to withhold supply of the Products or Services under the current order until any outstanding monies are fully paid. Weston Medical Publishing, LLC shall be entitled to apply any monies received by the Client, to clear any of the Client's outstanding debts to Weston Medical Publishing, LLC.

## 6. Intellectual property

6.1 Copyright and other intellectual property rights to all Weston Medical Publishing, LLC proposals, publications and other Products and or Services shall remain with Weston Medical Publishing, LLC unless agreed otherwise in writing. The rights granted by Weston Medical Publishing, LLC are restricted to use solely by the Client and may not be assigned, transferred or sublicensed without the prior written permission of Weston Medical Publishing, LLC. The rights granted by Weston Medical Publishing, LLC are non-exclusive and for the purpose expressly agreed upon. Any other use shall require the prior written permission of Weston Medical Publishing, LLC. The Client shall not acquire any intellectual property rights in the Products.

6.2 No part of the Weston Medical Publishing, LLC proposals, publications or Products may be stored in any automated data file and/or reproduced, whether electronically, mechanically, by photocopying, recording or in any other manner or form, without the specific prior written permission of Weston Medical Publishing, LLC.

— continued —

# Weston Medical Publishing, LLC Standard Terms & Conditions for all publications and business units

## 7. Liability and claims

7.1 TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS (i) Weston Medical Publishing, LLC shall not be liable for any of the following losses which may arise by reason of any breach of this TC or any implied warranty, condition or other term, any representation or any duty of any kind imposed on Weston Medical Publishing, LLC by operation of law: (a) any loss of anticipated profits or expected future business; (b) damage to reputation or goodwill; (c) any damages, costs or expenses payable by Weston Medical Publishing, LLC to any third party; (d) loss of any order or contract; or (e) any loss that was not foreseeable by the Client and Weston Medical Publishing, LLC at the time this TC was entered into; or (f) any loss not caused by any breach on the part of Weston Medical Publishing, LLC; AND (ii) NEITHER PARTY SHALL BE RESPONSIBLE FOR DEATH OR PERSONAL INJURY EXCEPT THAT RESULTING FROM ITS OWN NEGLIGENCE OR WILFUL INTENT OR THE NEGLIGENCE OF ITS EMPLOYEES OR OTHERS FOR WHOM THE PARTY IS LEGALLY RESPONSIBLE. NOTHING IN THE TC SHALL BE CONSTRUED AS CREATING AN OBLIGATION TO INDEMNIFY THE OTHER PARTY AGAINST THE OTHER PARTY'S OWN NEGLIGENCE.

7.2 WESTON MEDICAL PUBLISHING, LLC'S LIABILITY FOR ANY OTHER LOSS IMPUTABLE TO IT SHALL IN ANY EVENT BE LIMITED TO THE INVOICE VALUE OF THE PART OF THE TC TO WHICH THE LIABILITY ARISES.

7.3 TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS WESTON MEDICAL PUBLISHING, LLC EXPRESSLY EXCLUDES ANY LIABILITY FOR BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OF AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING IN THIS CONTRACT SHALL LIMIT THE CLIENT'S EXISTING LEGAL OR STATUTORY RIGHTS WHERE IT IS ACTING AS A CONSUMER.

7.4 The Client has entered into this TC in the knowledge that the liability of Weston Medical Publishing, LLC is to be limited in accordance with these terms and conditions and the charges have been agreed accordingly. The Client acknowledges that a higher price would be payable for the Products or Services but for such limitations.

## 8. Force majeure

8.1 If by reason of labor dispute, strikes, inability to obtain labor or materials, fire or other action of the elements, accidents, power or telecommunications failure, customs delays, governmental restrictions or appropriation or other causes beyond the control of a party, such party is unable to perform in whole or in part its obligations set forth in this TC, then such party shall be relieved of those obligations to the extent it is thereby unable to perform, and such inability to perform shall not make such party liable to any other party. The party subject to an event of force majeure shall use good faith efforts to comply as closely as possible with the provisions of this TC and to avoid the effects of such event to the extent possible.

## 9. Advertising & Reprints

9.1 Client is solely responsible for ensuring proposed advertising copy is received at Weston Medical Publishing, LLC in electronic form (or such other form as specified by Weston Medical Publishing, LLC) and within the relevant deadline set by Weston Medical Publishing, LLC (the "Closing Date"). Where copy is received late or not at all, although Weston Medical Publishing, LLC will endeavor to do so, Weston Medical Publishing, LLC may not be able to arrange for such copy to be published on the agreed date or for the agreed period. Payment for the campaign will however be required in full. When change of copy is not received before the Closing Date, copy run in previous issue may be inserted. Client shall retain a complete copy of all materials delivered to Weston Medical Publishing, LLC.

9.2 Weston Medical Publishing, LLC shall take reasonable care but shall not be liable for accidental loss or damage thereto. Client is solely responsible for any legal liability arising out of or relating to any Client advertisement or other content (the "Advertising Content"). Client represents and warrants that (i) Client holds the necessary rights to permit the use of the Advertising Content by Weston Medical Publishing, LLC for the purposes of this TC; (ii) the use, reproduction, distribution, or transmission of the Advertising Content will not violate any civil or criminal laws, rules or regulations or industry codes or any rights of any third parties including, but not limited to, infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity; (iii) Advertising Content complies with any applicable laws, rules, industry codes, regulations and generally prevailing custom and practice.

9.3 Client agrees to indemnify Weston Medical Publishing, LLC and to hold Weston Medical Publishing, LLC harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses incurred by Weston Medical Publishing, LLC, arising out of or related to the Advertising Content or Client's breach or alleged breach of any of the foregoing representations and warranties.

9.4 Weston Medical Publishing, LLC reserves the right to reject any advertising and/or promotions that are not consistent with Weston Medical Publishing, LLC's or the publication's standards. In addition, Weston Medical Publishing, LLC shall have the right, at any time, to remove any of Client's advertising and/or terminate this TC if Weston Medical Publishing, LLC determines, in its sole discretion, that the Advertising Content or any portion or publishing thereof (1) violate Weston Medical Publishing, LLC's then applicable advertising policy; (2) violate any law, rule or regulation or industry code or if Weston Medical Publishing, LLC is directed to do so by any law enforcement agency, court or government agency; (3) are the subject of a claim asserted by an entity with respect to its trademarks, trade names, service marks or other proprietary rights or (4) are otherwise objectionable to Weston Medical Publishing, LLC. In such event, Weston Medical Publishing, LLC may either (i) publish alternative Advertising Content in consultation with the Client or (ii) refund to Client a pro rata portion of the fee which Client has paid to Weston Medical Publishing, LLC for display of the Advertising Content (if Client has paid Weston Medical Publishing, LLC a flat fee). Weston Medical Publishing, LLC will not be liable for the timely appearance or accuracy of any advertisement supplied by the Client. Weston Medical Publishing, LLC may terminate this TC at any time in the event of a breach of this TC by Client. Orders must specify a definite schedule of insertions, issues and sizes of space for a specific advertiser. Two or more advertisers are not permitted to use space under the same order.

9.5 No advertising orders will be accepted for periods longer than one year. Where an order for a series of advertisements has been given a discounted rate for volume by Weston Medical Publishing, LLC, and the Client does not order the quoted volume, Weston Medical Publishing, LLC shall be entitled to re-calculate the price for the actual volume at the end of the applicable year at a reduced discount and the Client shall pay any additional amount found owing. If the Client orders in excess of the quoted volume, Weston Medical Publishing, LLC shall return to the Client any amount overpaid by the Client. Orders specifying positions are accepted subject to the right of Weston Medical Publishing, LLC to determine actual positions.

9.6 If Weston Medical Publishing, LLC considers it necessary to modify the space or alter the date or position of insertion or make any other alteration, the Client will have the right to cancel the order for that advertisement, if the alterations requested are unacceptable, unless such changes are due to an event of force majeure. Weston Medical Publishing, LLC can only supply reprints of published material and shall be entitled to reject any order for reprints of material that has not been published.

## 10. Cancellations & Returns

10.1 Without prejudice to any rights the Client may have under statute as a consumer, if the Client cancels an order either fully or partially, a cancellation fee may be charged. All cancellations must be made in writing. This fee will be calculated to cover any external or internal costs which have been incurred or committed up to and including the date of cancellation. No new external costs will be incurred or committed/contracted from the date of receipt of written notice of cancellation by Weston Medical Publishing, LLC. Orders for advertisements must be cancelled in writing prior to the relevant ad space closing date, but in the event that any cancellations are made after such date, Weston Medical Publishing, LLC shall be entitled to charge the full cost of the advertisement.

10.2 Reprints cannot be returned once these have been printed.

## 11. General

11.1 The formation, existence, construction, performance, validity and all aspects of the TC shall be governed by the law of the state of Massachusetts. Middlesex County. The parties agree to submit to the exclusive jurisdiction of the courts of the state of Massachusetts. Middlesex County.

11.2 The Client shall not be entitled to assign the TC or any part of it without the prior written consent of Weston Medical Publishing, LLC. Weston Medical Publishing, LLC may assign the TC or any part of it to any person, firm or company.

11.3 If any provision of the TC is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the TC and the remainder of such provision shall continue in full force and effect. Failure or delay by Weston Medical Publishing, LLC in enforcing or partially enforcing any provision (or prosecuting any breach) of the TC will not be construed as a waiver of any of its rights under the TC.