

GENERAL TERMS AND CONDITIONS

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Chapter 1 - General Provisions

Article 1 - Definitions

In these General Terms and Conditions, the following definitions specified with a capital letter have the following meanings:

Agreement - Every agreement, including its annexes and Amendments (if any) regarding the purchase, order, or Delivery of Products and/or Services between RC and the Partner, including any annexes, Amendments, and additions thereto. The Agreement does, in any case, include these General Terms and Conditions, as well as any Order Form, Statement of Work and Insertion Order.

Amendment - Any Amendments, changes or (partly) new provisions to an Agreement as agreed and signed upon the Parties in writing and valid according to these General Terms and Conditions or an Agreement.

Confidential Information - (a) the existence and the substance of any Agreement, (b) any information and knowledge about a Party (Disclosing Party) that is or may come into possession of the other Party (Receiving Party) during the preparation and/or the performance of any Agreement or a request from either Party thereto, (c) any information that is indicated as confidential by either party or (d) any information about or received from the Disclosing Party or Third-Party in connection with the execution of any Agreement, which can reasonably be expected by the Receiving Party to be confidential.

Content - All works, text, data, information, or other materials published, announced, or made available by RC, with the exception of the Software.

DCC – Dutch Civil Code (*Burgerlijk Wetboek*)

Delivery - The Delivery of the Products and/or Service by either Party as described in the Agreement.

Disclosing Party - The Party disclosing Confidential Information to the other Party.

GTC - These general terms and conditions of RC; the present terms.

In writing - Communication by regular mail, fax or email.

IP rights - All rights of intellectual property and related rights, such as copyrights, trademark rights and database rights (where applicable) including IP rights on Products, (Third Party, Standard and Bespoke) Software and any modifications or revisions thereto.

Online Services - The Services offered by RC consisting of providing the Partner with remote access to the Content.

Order Form, Statement of Work, or Insertion Order - Detailed description of the specific Products and/or Services to be delivered or tasks and obligations RC and Partner is required to perform, which forms part of an Agreement.

Parties - The Partner and RC.

Partner - Every party who enters into an Agreement with RC or requests an offer or quotation, or otherwise engages with or forms a legal relationship with RC, including a Party during the preparation of any Agreement with RC or a request from either Party thereto.

Party - The Partner or RC.

Products - All tangible goods (including any embedded Software) and/or Software to be provided by either Party to the other Party and that are the subject of a tender, offer, Agreement or other legal act between RC and the Partner.

RC - The private company with limited liability, JvanH Media B.V., also acting under the trade name "ResponseConcepts", with its registered office in (1114 AN) Amsterdam-Duivendrecht, at Joan Muyskenweg 82, registered in the Commercial Register of the Dutch Chamber of Commerce under file reference number 53182855.

Receiving Party - The Party receiving Confidential Information.

Services - All Services offered by RC that are the subject of a tender, offer, Agreement, or other legal act between RC and the Partner.

Software - The software, including documentation and preparatory materials, developed or modified by (the licensors of) RC, including software not owned by Parties but provided to either Party ("Third Party Software"), generally available software provided to either Party ("Standard Software") and developed and/or any modifications to Standard Software requested by either Party, built by either Party specifically for the other Party ("Bespoke Software").

Specifications - The agreed functional and/or technical properties of the Products and/or Services.

Third-Party – An entity that nor controls nor is controlled (by holding a majority of voting rights) by either Party and is not part of the group structure of either Party.

Article 2 - Applicability of the GTC

2.1. These GTC shall apply to all Agreements (for the avoidance of doubt, including Order Forms, Statement of Work and/or Insertion Orders (and/or changes or additions thereto)) between the Parties and applies to the whole legal relationship between the Parties, unless otherwise agreed between the Parties in the Agreement. These GTC shall also apply and from an integral part of all quotations and offers made by RC and all acceptance, acknowledgements, and confirmations by RC of any orders by the Partner.

2.2. Any Amendments, deviations to, and additions to, these GTC, will only be valid if they have been explicitly agreed in writing by the Parties in a signed written agreement or Order Form. In the event that the Order Form and/or an Agreement deviates from the content of these GTC, what is contained in the Order Form and/or Agreement shall prevail. Verbal announcements, assurances or agreements specifically have no legal effect unless these have been confirmed in writing. This does not apply to Amendments in the GTC that RC can adjust by virtue of article 2.5.

2.3. The Partner's general terms and conditions and/or any other conditions of the Partner are not applicable to any Agreement or Order Form and are hereby

specifically rejected by RC. Any reference to such terms and/or conditions in any Agreement or document should be null and void. These GTC shall (at all times) prevail should, in spite of the above, any purchase or other terms and conditions of the Partner apply.

- 2.4. Once these GTC have been applicable to a legal relationship between RC and the Partner, the Partner is deemed to have consented in advance to the applicability of these GTC to Agreements entered into and to be entered into thereafter.
- 2.5. RC is entitled to change these GTC during the Agreement at any time. The Partner will be notified of any changes in writing. The changed version of the GTC forms part of every Agreement entered into after the moment of notification of change.
- 2.6. In cases where RC does not require strict compliance with these GTC, this should not be taken to mean that the provisions do not apply or that RC relinquishes in any way the right to require strict compliance with the provisions of these terms and conditions in other cases.
- 2.7. Should any provision of these GTC be invalid or unenforceable then the remaining provisions of the GTC shall remain valid and enforceable without prejudice. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provisions shall be as close as possible to the intent of the invalid or unenforceable provision.
- 2.8. The provisions (chapters) of these GTC should at all times be considered together. In the event of conflict, the specific provisions prevail over the more general provisions.
- 2.9. Each Party warrants to the other Party that it has the authorization to enter into this Agreement.
- 2.10. These GTC supersede any previous general terms and conditions.

Article 3 – Offers and Acceptation

- 3.1. A submission of a quotation, estimate, pre-production estimate or similar information, whether or not designated as an offer, may be subject to changes made by RC and shall not be binding on RC.
- 3.2. Any and all offers made by RC by means of an Order Form (IO) can solely be accepted without any deviations. An Order Form shall in any case be deemed to have been rejected if it has not been accepted within one month from the date of Delivery of the Order Form.
- 3.3. An Agreement is formed: (i) at the time the other Party has placed a written order with RC and RC confirmed the order (either in writing or by performing or preparing to perform the order); or (ii) by both Parties signing an Agreement.
- 3.4. The Partner vouches for the accuracy and completeness of the information supplied to RC, or supplied on its behalf, which will be the basis of RC's offer. The Partner shall at all times exercise the utmost care to ensure that the stated Specifications are correct and complete.

Article 4 - Prices

- 4.1. The prices applied by RC are exclusive of turnover tax (VAT), other levies imposed or to be imposed by the authorities, and any other costs either imposed by government or not.
- 4.2. All prices are subject to programming and typographical errors. For the consequences of such errors no liability shall be accepted.
- 4.3. The relevant documents, information, logs, and measurements taken from the administration or system of RC provide full and final evidence with regard to performances delivered by RC and the monies owed as a result by the Partner, without prejudice to the right of the Partner to supply convincing evidence to the contrary.
- 4.4. RC is entitled (but not obligated) to adjust the prices annually, with a percentage equal to the increase of the Dutch consumer price index (CPI) as calculated by Statistics Netherlands (CPI 2006=100) with a maximum of 4%, without the possibility for Partner to terminate the Agreement.
- 4.5. RC is entitled to amend the fees and prices for its Products and/or Services during a calendar year, in the event of a rise in the costs of production, and/or of the Services required to execute the Agreement, and/or as a result of governmental and/or legislation changes.

Article 5 - Payment

- 5.1. RC may ask the Partner for an advance payment and/or security for payment and is entitled to postpone or pause the execution of the Agreement until said advance payment is paid or security of payment is formalized, without notice of default or judicial intervention, and without this resulting in any right to compensation for damages on the part of Partner.
- 5.2. Unless otherwise agreed, all prices are in euros and the Partner should make all payments in euros.
- 5.3. The sums owed shall be paid by the Partner in accordance with the payment conditions that have been agreed or mentioned on the Order Form or in the invoice. In the absence of a specific arrangement, the Partner shall pay RC within a term of fourteen (14) calendar days to count from the date of invoice, being the invoice sent at the end of each calendar month or at the end of the Delivery, whichever is sooner. Invoices will be sent in writing to the signatory of the Agreement or if present, to the contact person provided in the Agreement to receive the invoices.
- 5.4. Payment shall be made into a bank account to be specified by RC in the applicable invoice, and all associated (bank or currency conversion) payment costs shall be fully and independently assumed by the Partner.
- 5.5. Payment of any interest or judicial or extra-judicial costs will leave unimpaired RC's rights to compensation of actually sustained damages, specific performance of a Party's obligation under the Agreement and rescission of the Agreement.
- 5.6. The payment terms as set forth in article 5.3 of these GTC are final deadlines (*fatale*

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termijnen) as referred to in section 6:83 sub (a) DCC. If the Partner fails to pay the payable amounts or fails to pay within the agreed term, the Partner shall, without any notice of default being required, be liable to pay interest of one percent (1%) plus Euro Interbank Offered Rate (EURIBOR) (as calculated by the European Central Bank) per month on the outstanding amount. If, following a reminder or notice of default, the partner continues to fail to make full payment of the claim, RC may pass on the claim for collection, in which event the Partner shall also be bound to pay compensation of all judicial and extra-judicial costs, including all costs charged by external experts (including but not limited to lawyer's and bailiff's fees and the costs of collection agencies), apart from the total sum then owed. The reimbursement of the incurred costs of extra-judicial collection is fixed at an amount of 15% of the outstanding amount, with a minimum of two-hundred-fifty (250.00) euros.

- 5.7. If the Partner fails to fulfil its obligations, fails to fulfil these on time or in an adequate manner, or if the Partner does not cooperate as required for the execution of the Agreement, or does not cooperate in a timely or proper manner, RC shall be authorized to suspend its activities in accordance with its usual rates, and RC shall not be liable for any damages arising from the suspension, such without prejudice to all other rights to which RC is entitled. The Partner shall never be entitled to suspend its obligations.
- 5.8. All payments made by Partner to RC shall be offset by RC against any older outstanding invoices, regardless any indication to the contrary made by Partner. The payments made by the Partner shall firstly reduce the costs and interest due and secondly reduce the principal sum due.
- 5.9. In the case RC has issued a credit invoice to the Partner for the purpose of settling a dispute or settling a late payment, and the Partner has not paid the agreed amounts in full or in time, these credit invoices shall automatically be annulled, becoming the full amount immediately due and owed.
- 5.10. The Partner is not permitted to suspend or set off payments on account of (alleged) shortcomings on the part of RC. All payment to be made by Partner to RC shall be made in full without set-off, counterclaim, and free and clear of any deductions or withholdings. The Partner is neither entitled to suspend any payment nor to offset a payment against monies owed.
- 5.11. Disputed invoices should be notified in writing as soon as reasonably possible but no later than seven (7) calendar days after the relevant invoice date, identifying clearly the disputed part of an invoice and the reasons why it is challenged. Seven (7) calendar days after the relevant invoice date, invoices will be deemed as correct and form no basis for complaint.
- 5.12. If the partner consists of several natural persons and/or legal persons, each of these natural persons and/or legal persons is jointly and severally liable to pay the sums due under the Agreement.
- 5.13. All orders by the Partner of the Products and/or Services accepted by RC shall at all times be subject to credit approval of RC. If RC, in its sole discretion, determines that the Partner's financial condition at any time does not justify delivery of the Products and/or Services on the above payment terms, RC may require full or partial payment in advance or other payment terms as a condition to delivery, and RC may suspend, delay or cancel any credit, delivery or any other performance by RC.

Article 6 - Product or service Delivery terms, and Acceptance

- 6.1. The Delivery period starts on the day on which the Agreement comes into force. The risk of loss of, and/or damage to the products and/or Services shall pass to the Partner upon RC's delivery of the Products and/or Services respectively, in accordance with this article 6 of these GTC and/or as from the moment the Partner has the actual control over the Products and/or Services.
- 6.2. In regards to the Product and/or Service Delivered by RC, except as explicitly stated in this Agreement, or the applicable Statement of Work (Order Form), and to the extent permitted by law, RC disclaims all warranties and conditions, whether express or implied by statute, common law, or otherwise, including but not limited to any warranty of performance or results the Partner may obtain by using the Product, and any warranty of satisfactory quality, merchantability, or fitness for a particular purpose in connection with Partner's purchase of the Product under this Agreement. RC does not warrant that the Product and or Service will meet the Partner's requirements or that use will be uninterrupted or error free. The Product is provided "as is", and the entire risk as to its satisfactory use is with Partner.
- 6.3. RC is authorized to make partial deliveries. The Partner is obliged to accept the goods and/or Services.
- 6.4. Delivery time stated by RC shall only be of an indicative nature and may never be considered as deadlines (*fatale termijnen*) as referred to in section 6:83 sub (a) DCC, unless it has been explicitly agreed otherwise in writing. RC shall, even when a specific Delivery time-frame has been agreed upon, only be in default after a notice of default has been served on him by the Partner.
- 6.5. RC shall no longer be bound by any agreed Delivery time-frame, if the Partner requires changes to be made in the Specifications of Delivery, or if the Partner fails to comply with the stipulations as referred to in this GTC, unless the minor significance of the change or the minor delay does not reasonably necessitate RC to make any changes in its initially planned operations.
- 6.6. RC is entitled to suspend fulfilling its obligations under an Agreement in the event that the Partner fails to fully meet his (payment) obligations and/or fails to do so in time. Any adverse effects due to the suspension will be for the expense of the Partner.
- 6.7. RC shall not be liable for, nor shall RC be in breach of its obligations to the Partner, for any delivery made within a reasonable time before or after the communicated delivery date.

Article 7 - Product or Service complaints and replacements

- 7.1. Comments or complaints about the quality of the Products and/or Services rendered by RC will not be accepted. The product is delivered "as is".
- 7.2. A complaint of any nature by the Partner shall not suspend the Partner's obligation to pay.
- 7.3. Complaints can never be founded on minor deviations and/or deviations that are customary in the line of business. The only basis for a complaint is a deviation from the Specifications as approved by the Partner.
- 7.4. A complaint which does not meet the requirements set out in this article 7, shall not be taken into consideration by RC. The product and/or Services shall be deemed to have no defects and conform the to the specifications and does not release the Partner form any of its obligations under the Agreement.

Article 8 - Execution of Services, Amendments, and additional work

- 8.1. RC performs all Services on the basis of a best efforts obligation.
- 8.2. If RC has carried out performances at the request or upon prior agreement of the Partner that are outside the content or the scope of the initial Agreement of any Statement of Work (order form), this work or these performances shall be paid for in accordance with the agreed rates and in the absence of these, in accordance with RC's usual rates. RC is never obliged to accede to such a request and may require that a separate Agreement is concluded for this.
- 8.3. The Partner accepts that the agreed or expected completion date of the Services and the mutual responsibilities of the Partner and RC could be influenced as a result of work or performances as referred to in this article 8. The fact that additional work is requested during the execution of the Agreement, shall never be a ground for termination or dissolution of the Agreement by the Partner.
- 8.4. In the event that RC provides the Service in phases, RC will be entitled to postpone the work for a phase until the Partner has approved the results of the previous phase in writing.

Article 9 - Retention of title and rights, conversion and suspension

- 9.1. All the goods delivered to the Partner remain the property of RC until all the amounts the Partner owes pursuant to the Agreement have been fully paid to RC. If the Partner acts as a reseller, it will be allowed to sell all goods subject to the retention of title of RC and to deliver them insofar as this is usual in the ordinary course of its business. If the Partner (also) creates a new good with the goods delivered by RC, the Partner shall only create and hold such good for RC until the Partner has paid all the amounts payable pursuant to the Agreement. In that event, RC shall have been the owner of the newly created goods until the Partner has paid in full.
- 9.2. Rights, including rights of use, are granted to the Partner on the condition that the Partner has fully paid all the fees owed from the Agreement concluded between the Parties. If the Parties have agreed a payment obligation by standing order of the Partner prior to the right of use being granted, the Partner shall be entitled to the right of use as long as the standing order payment obligation is observed.
- 9.3. RC may retain the goods, Products, IP rights, data, documents, software, datafiles and (interim) results of the Services of RC which are received or generated as part of the Agreement, despite an existing obligation to surrender or transfer, until the Partner has paid all the sums owed to RC.
- 9.4. If the Partner is a reseller, the Partner may only offer RC's Products and/or Services for sale within its designated territory.

Article 10 - Data Protection

- 10.1. To the extent that Personal Data is processed based on the execution of this Agreement by RC towards the Partner, the Parties acknowledge that RC is a Data Processor and Partner is a Data Controller and each Party shall comply with their respective statutory or regulatory data protection obligations.
- 10.2. When RC processes Personal Data in relation to the Partner or its employees, RC will be acting as a Data Controller. The purpose of processing will be (i) tax administration; (ii) banks, saving banks, administrative management of clients and suppliers; and (iii) performing credit checks and profiling the Partner. The legitimation of processing would be: legal obligation or execution of a contract where Partner is Party, or for the application of pre-contractual measures. The rights of the interested parties: (i) right to request access to personal data relating to the data subject. (ii) right to request rectification or deletion; (iii) right to request a restriction on your processing; (iv) right to object to processing; (v) right to data portability; (vi) right to not be subject to automated individualized decisions.
- 10.3. All the matters which relate to data protection, including any derived liability, will be established in a separate document: The Data Processing Agreement (DPA). In the absence of this signed document, the limits on liability established on article 14 of this GTC shall apply.

Article 11 - Intellectual Property

- 11.1. IP rights vested in the Products and/or Services provided within the framework of the Agreement and in the Content shall remain the exclusive property of RC and/or its licensors, unless explicitly agreed otherwise in writing. The provision in this article 11 is a reservation within the meaning of Section 15, Subsection 1, of the Dutch Copyright Act.
- 11.2. Unless explicitly mentioned otherwise, no part of these GTC implies a transfer of IP rights.
- 11.3. The Partner is not permitted to remove or change any notices regarding IP rights vested in the Products and/or the (results of the) Services.
- 11.4. RC explicitly does not waive the personality rights referred to in Section 25 of the Dutch Copyright Act.
- 11.5. If the IP rights to (a part of) the Services, Products and/or Content are vested in the

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licensors of RC (considered as third parties), the Partner may have to accept the license provisions and conditions of these third parties in order to use (all functions of) the Services and/or Products. If the Partner does not want this, the Partner will forfeit any relevant claim it may have against RC.

- 11.6. In the event that it has been irrevocably established in court that the Services, Products and/or Content provided by RC infringe any IP right of a Third-Party, or in the event that, in the opinion of RC, there is fair chance of such infringement occurring, RC, shall have the right, without obligation and in its sole discretion to (i) procure for the Partner the right to continue to use or sell the relevant Product and/or Service, (ii) provide replacement of the relevant Product and/or Service, (iii) modify the relevant Product and/or Service in such a way as to make the modified Product and/or Service non-infringing, or (iv) terminate any Agreement or Order Form to the extent related to such Product and/or Service. Any other or further liability or obligation to indemnify on the part of RC on account of infringement of IP rights of a Third-Party is entirely excluded.
- 11.7. The Partner hereby grants RC a royalty-free, and non-exclusive license to use the Trademarks of the Partner and any other IP right necessary for the performance of the Services during the term of the Agreement. This license is sub-licensable to the Data Collection Partners of RC.

Article 12 - Dissolution and termination of the Agreement

- 12.1. The Partner cannot terminate or dissolve the Agreement on grounds other than those set out in the paragraphs below.
- 12.2. Without prejudice to article 12.5 of these GTC, either Party is authorized to dissolve the Agreement due to an attributable failure to observe the Agreement if the other Party fails attributable in meeting essential obligations arising from the Agreement. Dissolution is only possible after a notice of default containing as many details as possible whereby a reasonable term for remedy of the failure is stated, being this notification issued by registered post with a reasonable term of at least thirty (30) calendar days to remedy the situation, said Party continues to attributable fail in the performance of his obligations under the Agreement. Payment obligations and all other obligations to cooperate by the Partner or a Third-Party engaged by the Partner shall always qualify as essential obligations under the Agreement.
- 12.3. Without prejudice to article 12.5 of these GTC, if, at the time of the dissolution as referred to in this article 12, the Partner has already received performances as part of the execution of the Agreement, these performances and the associated payment obligation shall not be the subject of cancellation, unless the Partner proves that RC is in default with regard to the material part of these performances. Sums invoiced by RC prior to the dissolution concerning the proper performance or Delivery in execution of the Agreement shall remain due in full whilst observing the provision in the previous sentence and shall be due and payable forthwith at the time of dissolution.
- 12.4. If an Agreement which on the basis of its nature and content does not terminate and has been entered into for an indefinite period of time, it can, after proper consultations have been conducted, be terminated by either Party by means of a written notice of termination stating the reasons. If a notice period has not been agreed between the Parties, a reasonable notice period shall be observed which shall be no shorter than four (4) months.
- 12.5. The Partner is never entitled to terminate or rescind in whole or in part (ex-section 6:265 DCC) an Agreement which has been entered into for a definite period of time in the interim, such as, but not exclusively, a service agreement or Statement of Work (Order Form).
- 12.6. RC can terminate an agreement in writing, wholly or in part, with immediate effect and without any notice of default being required if the Partner is granted suspension of payments, whether or not temporary, if bankruptcy is filed for with regard to the Partner or if the business of the Partner is liquidated or terminated other than as part of a reorganization or merger. RC shall never be under an obligation to refund any payments that have already been received or payment of any damages.
- 12.7. RC is entitled to terminate the Agreement, partially or otherwise, if and from the moment that the Product and/or Service which Delivery is subject of the Agreement is no longer available, is no longer commercially viable for RC, has been taken off the market, or has otherwise become (permanently) unavailable.
- 12.8. Articles that, with a view to their nature, are intended to continue to apply after the end of the Agreement remain in full force upon termination of the Agreement.

Article 13 - Non-attributable failure; force majeure

- 13.1. Failure to comply with an obligation shall not be regarded as attributable if it is the result of or is related to a circumstance which is beyond the control of the party concerned, whether it could have been foreseen or not. Such circumstances include but are not restricted to: war or a similar circumstance, mobilization, riots, sabotage, terrorism, threats of terrorism, fire, lightning strike, implosion, explosion or escape of dangerous gases or substances, natural disasters, extreme weather conditions, strikes, sit-ins, boycotts or blockades and measures taken by a domestic or foreign Government such as the imposition of import, export, Delivery or production bans.
- 13.2. Without prejudice to article 12.5 of these GTC, if a party fails to comply with the agreement, without this being attributable to the party concerned, and if it remains impossible to comply with the agreement on a permanent basis, the agreement may be terminated with immediate effect by either of the parties. If compliance is not permanently impossible, the Delivery period will be extended with the period during which compliance was impossible, including time required for resumption, and the agreement may only be terminated by either of the parties after an extension period of at least seventy-five (75) consecutive calendar days.
- 13.3. If RC incurs extra costs in complying with the agreement as a result of circumstances

not attributable to RC, RC shall be entitled to charge these costs on to the Partner in all reasonableness. These rights shall not prejudice any other right of RC deriving from this Terms and Conditions or any Agreement.

Article 14 - Indemnification and Liability

- 14.1. Within the framework of the formation and/or execution of the Agreement, RC cannot be held liable for damage or loss by virtue of an (attributable) failure in the performance of the Agreement, unlawful act or other ground, except as provided for in the paragraphs of this article 14.
- 14.2. RC shall not be liable for any damages resulting from incorrect and/or incomplete information provided by the Partner, or damages that result from the execution of the instructions provided by the Partner.
- 14.3. Notwithstanding anything to the contrary in the Agreement or these GTC, any aggregate liability of RC to the Partner on account of attributable failure in the performance of the Agreement, an unlawful act or otherwise, which explicitly includes every failure in the performance of a warranty obligation agreed with the Partner as well as any liability arising directly or indirectly from data protection laws or regulations to compensation of the direct damage, will be limited per damage-causing incident, whereby a series of connected incidents count as a single incident, shall in no event exceed the maximum amount paid, or should have been paid, to RC for the Delivery of the relevant Product and/or Service, assuming one (1) year of Delivery of the relevant Product and/or Service in the event of continuing performance contracts. In no case will the total liability (sum payable) of RC under the Agreement, for whichever reason, exceed the amount of fifty- thousand (50,000) euros. The exclusions and limitations of liability for RC referred to above also apply with regard to any warranties and obligations to indemnify of RC.
- 14.4. Direct damage is exclusively understood as the reasonable expenses incurred by the Partner to repair or resolve RC's management staff shortcomings, to make the performance of RC conform to the Agreement as well as reasonable costs incurred in the prevention or limitation of the damages and the reasonable costs made in determining the cause and extent thereof.
- 14.5. The obligation for RC to pay compensation will only arise if the Partner sends written notice to RC of this damage within four (4) weeks of the damage occurring.
- 14.6. RC shall not be directly or indirectly liable towards the Partner for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages, including but not limited (i) to lost profits, loss of business opportunities, loss of goodwill, or anticipated savings, and/or any other kind of reputational damage; (ii) costs of substituting goods or Products; or (iii) wasted management or staff time.
- 14.7. Every use of the Products and/or Services is at the risk and responsibility of the Partner. The Partner hereby undertakes to indemnify and hold harmless RC for all damages, losses, costs and expenses resulting directly or indirectly from any credit, compensation, indemnification and/or other claims arising from or relating to (i) the breach of public or private subjects' rights, (ii) the breach of any provision of the Contract and/or (iii) the fraudulent or negligent behavior of the Partner or its End Clients (as defined below), in any case holding RC harmless against any claims connected with and/or arising in any manner whatsoever from an incorrect realization of the relevant creative content, a breach of third parties' rights and/or lack of compliance with the laws and/or the regulations and/or any national and/or international provisions, and also bearing all the costs connected with the administration of any proceedings started against RC due to the actions and/or default of the Partner. At its discretion, RC will have the right to choose the legal advisors to be entrusted with the defense in such events and the Partner will bear the relevant costs and expenses.
- 14.8. In deviation of the statutory limitation periods, any claims against RC and/or any of its affiliates, employees, officers, directors, attorneys or any other representatives of whatever nature and for whatever reason against RC in connection with the performance of the Agreement shall expire after one (1) year to count from the moment the Partner became aware, or could reasonable have been aware, of the existence for such rights and powers.
- 14.9. The Parties agree that the terms contained within this article 14 reflect an agreed-upon allocation of risk between the Parties supported by (among other things) the pricing agreed to between the parties, and this allocation is a fundamental part of the basis of the bargain between them. The limitation upon damages and claims set forth in this article 14 are intended to apply without regard to whether other provisions of this Agreement have been breached or have been held to be invalid or ineffective and notwithstanding the failure of essential purpose of any limited remedy provided herein.
- 14.10. In the event that any guarantee of RC fails of its essential purpose or is held to be invalid or unenforceable for any reason, in consideration of the other provisions of the Agreement or these GTC, the Parties understand and agree that all limitations of liability shall nevertheless remain in effect.

Article 15 - Confidentiality and non-disclosure

- 15.1. The Receiving Party shall not at any time during the Term of the Agreement, and for an unlimited period after termination or expiration of this Agreement, publish, disclose, or otherwise divulge any Confidential Information of the Disclosing Party to any Third-Party, except to those of the Receiving Party's representatives who have a need to know such Confidential Information and who are bound by confidentiality obligations no less stringent than those contained in this Agreement. The Receiving Party shall instruct its representatives of its obligations under this Agreement and shall be responsible for any breach of this Agreement by its representatives.

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- 15.2. The Receiving Party will only have a duty to protect Confidential Information disclosed to it by the Disclosing Party.
- 15.3. The Receiving Party shall: (i) keep the Confidential Information in the strictest confidence; (ii) use the Confidential Information only for the purpose of performing its obligations or exercising its rights under this Agreement; (iii) store the Confidential Information with the same degree of care as the Receiving Party uses to protect its own information of a similar nature, but no less than a reasonable degree of care; (iv) store the Confidential Information so as to prevent any use of Confidential Information in violation of this Agreement and/or unauthorized communication of Confidential Information; and (v) store the Confidential Information in accordance with any particular and reasonable information security requirements of the Disclosing Party for the transmission, storage, or handling of the Confidential Information.
- 15.4. The Receiving Party shall promptly notify the Disclosing Party in writing of any misuse or misappropriation of its Confidential Information that may come to the Receiving Party's attention.
- 15.5. This Agreement imposes no obligation upon a Receiving Party with respect to Confidential Information which: (i) the Receiving Party can demonstrate was already in the Receiving Party's possession or knowledge and which the Receiving Party lawfully acquired other than from the Disclosing Party; (ii) is or becomes publicly available through no fault of the Receiving Party; (iii) is independently developed by the Receiving Party without a breach of this Agreement, which can be demonstrated by documentary evidence; (iv) is disclosed by the Receiving Party with the Disclosing Party's prior written consent; or (v) is required by law to disclose.
- 15.6. Upon receipt of the Disclosing Party's written request or upon termination or expiration of this Agreement, the Receiving Party shall: (i) immediately stop using all Confidential Information; (ii) promptly return to the Disclosing Party all documents, copies, or other material containing Confidential Information; or (iii) upon the Disclosing Party's request, destroy all Confidential Information and any copies thereof.
- 15.7. The Receiving Party acknowledges that disclosure of any Confidential Information may give rise to irreparable injury to the Disclosing Party, which may be inadequately compensable in damages. Accordingly, the Disclosing Party may seek injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available.
- 15.8. Partner acknowledges that the Products delivered and/or Services performed, including the Online Services as well as any other proprietary information (the 'Trade Knowledge') originating from RC is always confidential in nature and that the Trade Knowledge contains trade secrets of RC and its suppliers or producers.
- 15.9. By derogation of the aforementioned, at any time after signature of this Agreement, RC may publish or use Partner's name and logo on: (i) RC's website; (ii) marketing collateral; (iii) online advertisement banners; and (iv) in RC's sales presentations. RC will obtain Partner's written permission prior to publication for each of the following: (i) press release; (ii) case study or white paper on RC's website and marketing collateral (and discussion of case study or white paper during sales presentations); and (iii) Partner's quote on RC's website.

Article 16 - Transfer of rights and obligations

- 16.1. RC shall be entitled to transfer to any Third-Party any or all of its rights and/or obligations under the Agreement. The Partner gives full cooperation in the sense of Section 6:159 DCC and gives its consent to a transfer of rights and/or obligation in advance. RC shall not be obliged to pay any compensation whatsoever for a transfer of its rights and/or obligations. The Partner shall not be entitled to transfer its rights and/or obligations under the Agreement, unless agreed to in writing by RC, which permission shall not be withheld on unreasonable grounds.

Article 17 - Applicable law, and applicable jurisdiction

- 17.1. These GTC, as well as any and all offers, quotations, engagements, legal relationships, and Agreements to which these GTC apply shall solely and exclusively be governed and construed in accordance with the laws of the Netherlands. The UN Convention on Contracts for the International Sale of goods (also referred to as the Vienna Sales Convention) shall not apply.
- 17.2. The competent courts in the city of Amsterdam shall have exclusive jurisdiction to settle any and all disputes in connection with this GTC, as well as any and all offers and Agreements to which these GTC apply, without prejudice to the right of appeal (hoger beroep) and that of appeal to the Supreme Court (cassatie).

Chapter 2 - Specific lead-generation and lead-Delivery provisions

In addition to the general provisions of chapter 1, in relation to lead-generation and lead Delivery activities, the herein-contained provisions shall apply. In the event of discrepancies between Chapter 1 and what is contained in this Chapter 2, Chapter 2 shall prevail over all other provisions.

Article 1 - Additional definitions

Campaign - One or more lead generation, direct-response concepts, sweepstakes, co-sponsoring offers, co- registration offers, lifestyle questions, email or social lead generation or recollection of survey information websites.

Data Collector - The entity who collects the Data Sets.

Data Sets - The individual data contained in a filing system which might contain different data fields.

Data Subject - The individual as defined in the applicable data protection laws and regulations.

End Client(s) - The entity receiving the marketing consent from the Data Subject.

Interest(s) - Indications provided by the Data Subject in relation to their preferences.

Minimum Acceptance Rate - The minimum number of Data Sets that must be accepted by the Partner on a given Delivery or given month. RC will always charge for said minimum number.

Proof of Consent - Timestamp and IP Address (and Double-Opt-In information in the case of German Data Sets)

Validation Services - External and independent data validation Services who check for the accuracy of the Data Sets. This does not guarantee an error free Delivery.

Article 2 - Product and/or Service and Delivery

- 2.1. The individual data sets will be generated via online campaigns hosted by the Data Collectors. The Data Collectors shall make available to the Data Subject the relevant data protection information and shall collect a free and explicit advertising consent (declaration of consent) from such Data Subject during the registration process in favor of the Partner (or its End Client). The Partner expressly acknowledges that he is familiar with the manner in which the data is collected from the Data Subject by the Data Collectors. The Partner hereby confirms that he approves the method of generation of data sets and in particular the contents of the data protection information provided to the Data Subject(s) and the procedures used to collect the opt-ins.
- 2.2. In its provision of agency (brokering) services, RC will engage with whichever Third-Party Data Collector(s) it sees fit in order to generate the Product for the Partner.
- 2.3. Exclusively for Delivery of German Data Sets, in the case of double opt-in data sets, a Data Set of a Campaign shall receive a confirmation e-mail from the Data Collector following registration and shall be required to confirm receipt of such e-mail by clicking on a confirmation hyperlink.
- 2.4. In the case of single opt-in data sets, the Data Collector shall verify the e-mail address registered by a Data Subject of an online campaign via Validation Services.
- 2.5. The Data Collector will at all times collect the relevant Proof of Consent, which RC will make available (through the Data Collectors) to the Partner at its formulated request.
- 2.6. Warranty disclaimer. Except as explicitly stated in this Agreement, or the applicable Statement of Work (Order Form), and to the extent permitted by law, RC disclaims all warranties and conditions, whether express or implied by statute, common law, or otherwise, including but not limited to any warranty of performance or results that the Partner may obtain by using the Product, and any warranty of satisfactory quality, merchantability, or fitness for a particular purpose in connection with Partner's purchase of the Product under this Agreement. RC does not warrant that the Data Sets will meet the Partner's requirements or that use will be uninterrupted or error free. The Product is provided "as is", and the entire risk as to its satisfactory use is with Partner. The Partner acknowledges that it has carried out independent research and analysis as to the appropriateness of the Product and Professional Services for its requirements, has relied upon its own independent research to make an informed decision to select RC to deliver the Product and Professional Services, and has not relied upon any written or oral advice from RC.
- 2.7. The Partner shall be responsible for addressing the reception of the data sets.
- 2.8. In the case of CSV deliveries, the Data Sets shall be supplied in comma separated values, or other format as may be agreed from time to time, using an industry standard security protocol, for example by Secure File Transfer Protocol or another protocol with equivalent protection.
- 2.9. Under this Agreement, RC will be responsible for compiling the data from the Third-Party Data Collector(s) and delivering said data to the Partner.

Article 3 - Rights of Use (contents and restrictions)

- 3.1. The Partner shall receive the data sets for the type of marketing as indicated in the Insertion Order (e- mail, telephone, and/or postal) and the Partner warrants that he shall only use the data sets for such type of marketing in accordance with the Insertion Order conditions.
- 3.2. The Partner warrants (i) not to advertise Services, Products or materials in breach of laws and regulations applicable in the country (or in the countries) where the marketing campaigns of the Partner can be published or, in any case, where the content published on the Partner's websites is accessible; (ii) not to use content that is illegal or which might adversely affect third parties; (iii) not to put in place illicit or fraudulent behavior pursuant to applicable laws or regulations; (iv) to comply with all the stipulations of the Agreement and applicable law. The Partner will indemnify and hold harmless RC against and for any loss and/or damage resulting directly or indirectly from or relating to any breach by the Partner of the warranties in this (Chapter 2) Article 3.
- 3.3. Subject to the commercial terms set out in the Agreement and above, the Partner is permitted to use the data sets exclusively for advertising the Partner's own Products or Services or if applicable, the Products and Services of third parties. The data sets may not be used other than for the purpose specified in the Agreement or applicable Insertion Order. It is also not permitted to pass the data on to any Third-Party that is not authorized by RC to use the data according to the Agreement or applicable Insertion Order. It is strictly forbidden for the Partner to resell the data to any Third-Party. It is also strictly forbidden for the Partner to use the data for any other product, service or label than agreed upon in the Agreement.
- 3.4. In the event of any breach by the Partner or any of the Partner's End Client(s) of the provisions on the use of the data sets as set forth in the (Chapter 2) Article 3.3, the Partner shall be obliged to reimburse to RC any and all damages, losses, costs and expenses incurred by RC resulting directly or indirectly therefrom. In case the Partner or any of the Partner's End Client(s) re-sells or misuses the data, the Partner shall be obliged to pay to RC a fixed amount of fifty-thousand (50,000) euros as liquidated damages, notwithstanding RC right to seek reimbursement of its actual

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- damages, losses, costs and expenses resulting directly or indirectly therefrom.
- 3.5. Nothing in the Insertion Order or in these GTC will prohibit or prevent RC from offering and selling the Data-sets to one or more other contracting parties.
- 3.6. RC shall be entitled to include control addresses among the address data supplied in order to monitor use in compliance with the Agreement.

Article 4 - Remuneration and Payment

- 4.1. The Partner shall be supplied with the data sets for comparison with the Partner's own database. The Partner shall pay RC for data sets that represent net additions ("Net Data Set") in comparison with the Partner's own database. Net addition means that the data set provided by RC was not previously included in the Partner's own database or End Client database or in the event no advertising consent (Opt-in) has been given by such person in an existing database. The Partner undertakes and agrees to report to RC the Net Data Sets so received on a monthly basis and to delete and refrain from using any other, not-accepted data sets. In the event the Agreement provides for the data sets to be passed on by the Partner to an End Client, the Partner undertakes and agrees to ensure such Third-Party is contractually bound to RC to adopt the same procedure. In the event the data sets are to be passed by the Partner to an End Client, the Partner undertakes and agrees to assume all responsibility regarding the direct payment for the Services provided to the Partner.
- 4.2. In case of Delivery via CSV-file, the Partner shall report to RC all Net Data Sets within 10 days after the end of the month of Delivery for the purpose of the financial records of RC. RC will have the right to invoice the Partner for all the (gross amount of) delivered data sets in the event the Partner does not meet said deadline.
- 4.3. In case of Delivery via API/web service, all the 'OK' responses (accepted data sets) will be invoiced by RC to the Partner. For the avoidance of doubt, this means that as soon as a data set has been accepted by the Partner's server (OK response or similar response that implies data acceptance), a payment obligation is born.
- 4.4. In case a Minimum Acceptance Rate is agreed upon, Partner is bound to accept a minimum percentage of gross delivered leads by RC, being that percentage agreed upon by the Parties stated the Agreement or applicable Insertion Order.
- 4.5. In case a re-optin has been ordered by the Partner, and by way of derogation of point 4.1 to 4.3, Partner is bound to accept all the leads delivered by RC which have the condition of re-optin Leads.
- 4.6. The Partner is responsible for insuring that the API connection with its own server is properly executed. RC cannot be held responsible and will not bear the cost of errors in the connection or the operation of the API connection with the Partner's servers. The Partner shall insure that the connection is done with the appropriate database (including the database of the End Client). In case of error by the Partner, the Partner will not be awarded any deduction, discount or set-off.
- 4.7. For any Agreement where the Partner is procuring the data sets on behalf of an End Client, the Partner remains liable for the due payment of all financial obligations under the Agreement towards RC. The Partner shall remain liable towards RC for any damages suffered in the event a Partner's End Client is in default with any payment obligation. In the event the Partner fails to timely fulfil its payment obligations to RC, the Partner shall upon first request by RC assign to RC any claims the Partner may have or acquire on such End Client.
- 4.8. RC reserves the right to deliver, at any time, the data sets via CSV-file to the Partner.
- 4.9. RC will charge the data sets according to the rates agreed upon in the Agreement of applicable Insertion Order.
- 4.10. RC shall not be liable and shall not be obliged to compensate the Partner for any withdrawals of consent (unsubscribes) performed by the data subjects on the delivered data.

Article 5 - Obligations of RC

- 5.1. RC shall request the listing of the Partner and/or the Partner's End Client(s) in online campaigns of the Data Collectors, as required for the generation of opt-in data sets. RC shall supply to the Partner or, if applicable, the Partner's End Client(s) only those data sets generated during online campaigns where the Partner and/or the Partner's End Client(s) have been mentioned. The Partner is in agreement with the way the generation of opt-in data sets are generated.
- 5.2. In the event Data Subject Interests have will be provided to the Partner, these shall be collected by the Data Collector via Campaigns in which Data Subject answer multiple questions, and where the Data Subjects indicate their Interests and provide a valid marketing consent. The Partner is in agreement with the way said Interests are collected.
- 5.3. RC is subject to a best effort obligation to deliver the leads to the Partner. In case RC deems it necessary for commercial and/or operational reasons not to deliver the leads to the Partner or to stop the Delivery of the leads to the Partner, the Partner will have to pay RC exclusively for the actual delivered (or accepted) amount of Leads, having RC no contractual obligation to deliver the remaining amount of Leads to the Partner. In the case RC wishes to terminate the agreement, and after a written notice from RC the Order Form will be terminated by RC without any (direct or indirect) liability, remaining applicable, and only to the extent necessary, any other provision agreed upon by the Parties.

Article 6 - Obligations of the Partner

- 6.1. Neither the Partner nor any of the Partner's End Client(s) shall be permitted to create the impression that the e-mail marketing and/or telephone marketing has been initiated by RC or the Data Collector; or that RC is in any way involved in or responsible for the marketing.
- 6.2. If the Partner acts as an agent (broker) for its End Clients, the Partner shall agree in writing with its End Clients that the latter may only use the data sets subject to the

- restrictions and conditions set out in these GTC and only for the commercial purpose and term set out in the Agreement or applicable Insertion Order.
- 6.3. The Partner is aware of and shall comply with the legal provisions regarding unrequested communication and the protection of personal data. When using the data sets provided by RC, the Partner is obliged to comply with all applicable law and regulations.
- 6.4. RC will provide from time to time a data suppression list to the Partner. The Partner shall ensure that all data contained in said list has been matched against (all) the data delivered by RC. The leads that match shall be marked as unusable and the Partner shall not communicate with those Data Subjects.

Chapter 3 - Specific provisions on the use of Online Services

In addition to the general provisions of chapter 1, and specific provisions of chapter 2, in the event RC supplies Products and/or Services through Online Services to the Partner, the herein-contained provisions shall also apply. In the event of discrepancies what is contained in this Chapter 3 shall prevail over all other provisions.

Article 1 - Additional definitions

- Content** - All works, text, data, information, or other materials published, announced, or made available by RC, with the exception of the Software.
- Login Details** - The username and password (originally) provided by RC giving the Partner and Users access to the Online Services.
- Online Services** - The Services offered by RC consisting of providing the Partner with remote access to the Content.
- Software** - The software developed by (the licensors of) RC.
- User** - A natural person, working at the organization of the Partner, who pursuant to the Agreement or the GTC has the right to access and use (parts) of the Online Services.

Article 2 - Right of Use

- 2.1. Subject to the condition of full and timely payment by the Partner for the Products and Services provided by RC, RC grants the Partner the non-exclusive, non-transferable, revocable, and non-sub-licensable right to use the Online Services and their Content for a limited period of time in accordance with the provisions of the Agreement. Without prejudice to the remaining provisions of the Agreement, the Partner's user right, in accordance with the instruction and Specifications of RC, entitles the Partner to: a) Access the Online Services and their Content remotely; b) Visualize and consult the Content of the Online Services; c) Store or download Content; and d) Copy or download Content from the Online Service made available for Partner.
- 2.2. The Online Services may only be used by the Partner for his own business operations and only by the agreed number of Users. The Partner will not make the Online Services available to third parties.

Article 3 - Implementation, new versions and maintenance

- 3.1. The Partner agrees that he provides and furnishes RC with all the assistance and information required by RC in order to properly provide access to the Online Services.
- 3.2. Unless otherwise agreed, RC may keep the Online Services, or one or multiple parts thereof, temporary offline and/or restrict the use thereof if this is considered necessary by RC, for example for the purpose of preventive maintenance or making corrections or adjustments. RC will notify the Partner of the temporary unavailability or the restricted use of Online Services as soon as possible, should this reasonably have a substantial effect on the business operations of the Partner. In the event of emergencies, as a result of which Online Services must be taken offline with immediate effect or the use of Online Services must be restricted, RC will notify the Partner thereof as soon as reasonably possible.

Article 4 - Warranties

- 4.1. Except as specifically provided in this Agreement, the Online Services are provided "as is" without warranty of any kind, express or implied, including but not limited to warranties of performance, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, correctness, and delays.
- 4.2. RC cannot be held responsible for the proper functioning of the Online Service. RC cannot be held liable for damage or costs caused by errors in the transmission and by the failure of computer, data or telecommunication facilities, or the poor performance or unavailability thereof, including the Internet.
- 4.3. The Partner is responsible for meeting all technical and functional requirements that may be set by RC and which are needed to use the Online Services.

Article 5 - Login Details and Users

- 5.1. In order to use the Online Services, the Partner needs Login Details.
- 5.2. The Partner is responsible for keeping the Login Details secret. As soon as the Partner realizes or has reason to suspect that his Login Details are in the hands of unauthorized parties, the Partner must immediately notify RC thereof, without prejudice to the Partner's own responsibility to take immediate and effective action, for example by changing his Login Details. The Partner will at all times be responsible and liable for the use of Content and Online Services by third parties via the Login Details of the Partner. The Partner indemnifies RC for all damage and costs arising from and/or in connection with the use of Content and/or Online Services by third parties via the Login Details of the Partner.
- 5.3. The Partner is responsible and liable for all use of Online Services by Users and guarantees that the Users will comply with the provisions set out in the Agreement.