

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions shall be applicable from 22/01/2021.

### Chapter 1 - General Provisions

#### Article 1 - Definitions

In these General Terms and Conditions, the following definitions specified with a capital letter and in singular or in plural, 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.

**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 Product 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 e-mail.

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

**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 data and 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 (1097 JB) Amsterdam, at Prins Bernhardplein 200, registered in the Commercial Register of the Dutch Chamber of Commerce under file reference number 53182855.

**Receiving Party** - The Party receiving Confidential Information from the other Party.

**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 (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 General Terms shall also apply and form 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. In the event that the Agreement deviates from the content of these GTC, what is contained in the Agreement shall prevail. Verbal announcements, assurances or agreements specifically have no legal effect unless these have been confirmed in Writing in a signed document. 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 the Agreement 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. These GTC supersede any previous general terms and conditions.

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.

#### 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. 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.
- 3.3. 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. Payments shall be made in the currency agreed with the Partner in the Agreement.
- 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 Agreement 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 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

## GENERAL TERMS AND CONDITIONS

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 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. The Products and/or Services provided by RC are delivered "as is".
- 7.2. Complaints of any nature by the Partner and/or third parties about the Products and/or Services provided by RC shall under no condition suspend the Partner's obligation to pay RC.

### 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, 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 / Products 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 considered to 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 upon 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.

### 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 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 to the extend 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 attributably in meeting essential obligations arising from the Agreement. Dissolution is only possible after a notice of default containing as many details as

**GENERAL TERMS AND CONDITIONS**

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 limited to, a service agreement or statement of work.
- 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 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. This shall include but not be limited to articles 2, 4, 5, 6, 7, 9, 11, 14, 15, 17 of this GTC.

**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 GTC 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 grounds, 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 fifteen- thousand (15,000) euros. The exclusions and limitations of liability for RC referred to above also apply with regard to any warranties and obligations to indemnify for 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 Agreement 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' or group structure companies' 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 General Terms and conditions, 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.
- 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.

## GENERAL TERMS AND CONDITIONS

- 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 other person 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, or if they are not competent according to Dutch law, whichever Dutch court considers itself competent, 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).