

## General Terms and Conditions applicable to ZIGT's Order Confirmation

### 1. DEFINITIONS

In these general terms and conditions, the following definitions apply:

**'Client'** means the natural person or legal entity with whom ZIGT enters into an agreement on the basis of an Order Confirmation;

**'Commissioned Materials'** means all art, copy, models, designs, photographs, software, films, text, sound recordings and all other material commissioned by ZIGT from third parties for the purpose of the Order Confirmation;

**'Conditions'** means these General Terms and Conditions applicable to the Order Confirmation;

**'Confidential Information'** means all information disclosed by either party to the other (whether in writing, orally or otherwise, whether directly or indirectly), whether before or after the date of the Order Confirmation, including but not limited to information regarding the Services or any of that party's business plans, intentions, operations, processes, media plans, negotiated media rates, marketing studies, research and data, product information, know-how, trade secrets, market opportunities and business matters;

**'Content'** means all Materials provided by the Client to ZIGT in connection with the Services, including trademarks (whether registered or unregistered) that may be provided by the Client to ZIGT for use in connection with the Services;

**'Cookies'**: all (tracking) cookies, pixel tags, javascripts, web beacons and similar techniques;

**'Data Protection Legislation'** means the General Data Protection Regulation ("GDPR"), together with implementing legislation and any other applicable or future data protection or privacy legislation, including the ePrivacy Directive (EU) 2002/58/EC, as transposed into applicable law;

**'Developed Materials'** means all materials created or developed in connection with the Services specifically for (and on behalf of) the Client by ZIGT and third parties engaged by ZIGT such as agents or subcontractors;

**'Intellectual Property Rights'** means all patents, copyrights, design rights (whether registered or unregistered), domain names, trademarks and service marks (whether registered or unregistered), rights in know-how, database rights, trade secrets, rights in confidential information and all other intellectual property rights anywhere in the world, including;

- (a) all registrations in connection with such rights and any pending applications for such registrations; and
- (b) all succession rights, extensions and renewals of such rights;

**'Materials'** means all graphic designs, copywriting, animations, sound productions, videos, graphic productions, html or other website codes, software, data, advice, marketing strategy documents, advertisements, promotional materials and other creative or marketing materials and data carriers required to perform the Services;

**'Media'** means printed, audiovisual, aural, digital and mobile media, all in the broadest sense;

**'Media Planning & Strategy'** means the entirety of activities related to advising on the selection of Media in connection with Media Placement, including the translation of communication target groups to Media target groups, determining Media objectives, analyzing data from Media surveys, assisting with Media type selection, budget allocation and timing, providing competition information (Nielsen and MBS);

**'Media Placement'** means an advertisement realized in the Media on behalf of the Client;

**'Media Revenue'** means the total amount charged by a Publisher in connection with a Media Placement, net of any agency commissions, surcommissions or rate reductions;

**'Monitoring & Optimization'**: monitoring the results achieved through Media Placements and optimizing these results where possible;

**'Order Confirmation'** means the Order Confirmation containing the Order to ZIGT signed by the Client or confirmed by email by the Client to ZIGT;

**'Publisher'** means any company engaged in the exploitation of Media and with whom ZIGT concludes an agreement (or has it concluded) in respect of a Media Placement;

**'Prices'** means all fees and/or commissions payable by the Client to ZIGT in connection with the Services;

**'Purchase'**: the entirety of activities related to the execution of a Media Placement, in particular but not limited to: administering and processing an order, reserving a Media Placement, drawing up a cost estimate, advising and conducting price negotiations with a Publisher, contracting (or having contracted) with a Publisher, conducting a contract administration, RTV ordering, drawing up and sending invoices to the Client, checking the invoices of the Publisher, checking and making

available evidence numbers via the digital dashboard of ZIGT Mediabureau B.V., providing budget statements, paying the invoices of Publishers, coordinating a Media Placement, including sending material specifications from the Publisher to the Client, as well as, as the case may be, cancelling Media Placements. The purchasing and invoicing is seen to by ZIGT Media Backoffice B.V.;

**‘Services’** means the Purchase, consulting, optimization, creation, management, research and reporting related to online media and marketing activities, in the broadest sense of the word, as described in the Order Confirmation;

**‘Territory’** means the territory in which the Services are to be provided, as may be specified in the Order Confirmation;  
**‘ZIGT’**: ZIGT Mediabureau B.V. located at Polarisavenue 175, 2132 JJ in Hoofddorp and ZIGT Media Backoffice B.V. located at Polarisavenue 175, 2132 JJ in Hoofddorp.

## 2. APPLICABILITY

- 2.1 These Terms and Conditions form part of the Order Confirmation between ZIGT and the Client and set out the terms and conditions applicable to the Order Confirmation pursuant to which the Client commits ZIGT to providing the Services. If specific terms or other provisions in an Order Confirmation are contrary to these Terms and Conditions, the terms of the Order Confirmation shall prevail. ZIGT explicitly rejects applicability of any general (purchase) terms and conditions of the Client.
- 2.2 Each Order Confirmation is subject to written acceptance by both the Client and ZIGT. An Order Confirmation is only binding if it is signed (digitally) by the Client and sent by email to ZIGT or acceptance is conformed by Client to ZIGT. An offer or quotation is not binding on ZIGT and only serves as an invitation for the Client to enter into an Order Confirmation.

## 3. ENGAGING THIRD PARTIES

- 3.1 ZIGT is entitled to engage third parties, such as agents and subcontractors, in the performance of an Order Confirmation, if in the opinion of ZIGT there is reason to do so or it follows from the Order Confirmation. ZIGT remains liable for acts or omissions of these third parties.

## 4. SPECIFIC PROVISIONS RELATING TO SERVICES

### General

- 4.1 ZIGT shall provide the Services to the Client in the Territory and shall use reasonable efforts to perform the Services in accordance with the Order Confirmation.
- 4.2 If the fee due for the Services provided by ZIGT is estimated in advance, such estimate will at all times only serve as an indication of the final fee due. If possible, ZIGT should at all times inform the Client in advance about any additional work and the costs thereof.

### Payment and Fee

- 4.3 The Services to be provided by ZIGT are charged by ZIGT to the Client at an hourly rate, a fixed amount and/or a percentage of the Media Revenue as described in the Order Confirmation.

### Purchase: Placement costs and transparency

- 4.4 The Prices for the Purchase which ZIGT initially calculates for the Client, are net Prices based on then current rates and past experiences (net bench rates). After written agreement of the Client on the Order Confirmation, the actual final negotiations with the Publishers start, whereby ZIGT endeavors to achieve maximum return for the Client. The final Prices related to Purchasing may differ from the initial calculation in the Order Confirmation. If the Prices turn out to be higher, written agreement will first be sought from the Client before a final reservation is made by ZIGT. If the Prices turn out to be lower, then in consultation with the Client it will be decided how the extra advantage gained can be reinvested in Purchasing.
- 4.5 Any discounts will fully benefit the Client. No umbrella agreements are made by ZIGT with Publishers in its own name. ZIGT does not charge a purchase fee (% of obtained benefit).
- 4.6 ZIGT performs its Services independently and based on the agreed objectives with the Client. The Client is entitled to request purchase invoices from ZIGT on a random basis. ZIGT will provide full cooperation in this regard.
- 4.7 When performing Services related to Purchase, ZIGT acts as a principal, not an agent, for the Client and places the orders with the Publishers in its own name and for its own account.

## 5. RESPONSIBILITIES, WARRANTIES AND LIABILITY OF THE CLIENT

- 5.1 The Client shall provide ZIGT in a timely manner with all Content required for the fulfillment of the Order Confirmations and guarantees the accuracy and completeness thereof. All expenses related to the failure to deliver on time, including but not limited to courier services, shall be borne by the Client.
- 5.2 The Client warrants that:
  - 5.2.1 The Content:
    - 5.2.1.1 will not be false or misleading, improper, defamatory or unlawful;
    - 5.2.1.2 does not infringe or violate any Intellectual Property Rights of third parties; and
    - 5.2.1.3 does not harm or adversely affect the operation of the website, computer network or other equipment of ZIGT, third parties and/or the Publisher.
  - 5.2.2 If, in the context of the Services, Cookies are placed on a domain (including websites or applications) managed by the Client, the Client shall ensure that proper consent is obtained for the placing of such Cookies and users are properly informed about this in accordance with the Data Protection Legislation.
  - 5.2.3 The Client shall indemnify ZIGT against any and all claims, suits or demands by third parties arising from (i) ZIGT’s use of Content; (ii) Client’s breach of its obligations and warranties under the Order Confirmation; and/or (iii) Client’s breach of the Data Protection Legislation.
- 5.3 The Client acknowledges that: (i) the posting of Content may be subject to the terms and conditions of a Publisher and agrees in advance to comply with such terms and conditions in order for the Services to be provided and (ii) ZIGT is acting as a processor within the meaning of the Data Protection Legislation in connection with any per-

sonal data transferred to ZIGT by the Client or personal data collected or otherwise processed by ZIGT on behalf of the Client.

- 5.4 The Client guarantees that the Content does not infringe on the Intellectual Property Rights of third parties. The Client indemnifies ZIGT for claims of third parties due to (alleged) infringements in this regard and will compensate ZIGT for all damages suffered as a result thereof.

## 6. PERFORMANCE OF THE ORDER CONFIRMATION

- 6.1 Fulfillment by ZIGT of an Order Confirmation is made on the basis of the circumstances at the time the Order Confirmation is entered into, and if and insofar as it depends on the performance by third parties, on the basis of the information provided to ZIGT by these third parties.
- 6.2 All modifications to the Order Confirmation, including (but not limited to) cancellation and amendments to an Order Confirmation (hereinafter "Amendment"), shall be made in accordance with the procedure set forth in Sections 6.3 through 6.6.
- 6.3 Either party may make a request or recommendation for an Amendment by submitting to the other party a written request to that effect (hereinafter "Modification Request") for approval and subject to the Publisher's acceptance of that Amendment.
- 6.4 If ZIGT intends to charge additional fees and/or expenses for implementing and executing a Modification, or if the Modification affects ongoing Services and Prices, ZIGT shall provide details of such fees and/or expenses to the Client.
- 6.5 If the parties agree to a Modification Request, each party's Authorized Representative shall sign the Modification Request and the Modification (unless otherwise agreed in writing) shall take effect on that date.
- 6.6 If the Publisher accepts a Modification, the Client shall pay ZIGT the amount invoiced by the Publisher in connection with such Modification, including all related costs and expenses incurred or made in connection with such Modification, as well as ZIGT's remuneration as if the Media Placement had been carried out (unchanged). If the Publisher does not accept the Modification, the Client shall pay ZIGT the full agreed amount for the Media Placement, including ZIGT's fee, as if the Media Placement had been carried out (unmodified).

## 7. COMPLAINTS

- 7.1 The Client shall continuously monitor and check the Services of ZIGT, starting at the beginning of the Order Confirmation. If a defect in the Services is discovered, the Client must immediately, but at the latest within five (5) days after discovery of the defect, communicate its objection in writing to ZIGT. Claims arising from any defect in the performance of the Services by ZIGT lapse in any event after one (1) month from the provision of the relevant services by ZIGT or, in the case of Purchase, by the mere expiry of fourteen (14) days from the appearance in the Media of the relevant Media Placement.
- 7.2 If, with due observance of what is determined in Section 7.1, the objection is declared valid by ZIGT, ZIGT is only obliged to remedy the defect in the Services. ZIGT is not obliged to compensate any damages to the Client.

- 7.3 Complaints regarding any defects in the performance of the Services by third parties engaged by ZIGT will be handled by ZIGT at the request of the Client. This applies, for example, to incorrect Media Placements where the fault is demonstrably with the Publisher. The Client shall contact ZIGT without delay after discovering the defect.
- 7.4 Making an objection as referred to in Section 7.1 does not relieve the Client of its payment obligations to ZIGT.

## 8. RATES, QUOTATIONS AND INVOICES

- 8.1 All offers made by ZIGT are without obligation, unless the offer expressly states otherwise. Descriptions and Prices in offers are given subject to changes and apply only approximately. Quotations are based on Services to be provided within normal timescales and under normal circumstances. The Client cannot derive any rights from any errors in an offer.
- 8.2 The Client shall pay the Prices according to the amounts and times specified in an Order Confirmation. The Prices shall be set in Euros and shall include all costs incurred in connection with the performance of the Order Confirmation. The Prices are exclusive of Value Added tax.
- 8.3 Unless otherwise agreed in writing, any fees or expenses incurred in connection with an Amendment shall be charged to the Client as soon as they become due.
- 8.4 All Prices are due and payable by the Client within thirty (30) days of the invoice date. Any disputes relating to part of an invoice shall not relieve the Client of its obligation to pay the undisputed part of that invoice. If the Client objects to (a part of) an invoice, it must communicate this to ZIGT in writing within fifteen (15) days after the invoice date. Any claim of the Client with respect to the invoice expires by the mere lapse of fifteen (15) days from the invoice date.
- 8.5 By the mere expiry of a payment term the Client is in default. In that case all claims of ZIGT on the Client on any account whatsoever are immediately due and payable.
- 8.6 The Client shall, without further notice of default, owe the statutory commercial interest on all amounts not paid on the last day of the payment term, as from that day. Reminders or statements of outstanding invoices expressed in principal sums sent to the Client in the interim shall never constitute the processing of a right in respect of default interest and/or costs, not even if invoices have been paid in principal sum and no longer appear as such in the said reminders or statements.
- 8.7 If the Client has not paid the amount due and the interest even after expiry of a subsequent term of payment set in a warning letter, it shall reimburse ZIGT for all judicial and extrajudicial costs. The extrajudicial costs may at all times be estimated by ZIGT at 15% of the invoice amount with a minimum of € 250 excluding VAT, without prejudice to the right of ZIGT to claim the actual costs, if these costs are higher.
- 8.8 If payment for the Services to ZIGT in accordance with an Order Confirmation is subject to the provision of a purchase order number by the Client, Sections 8.5 to 8.8 of the Terms and Conditions shall nevertheless apply, if the Client has failed to provide a purchase order number before ZIGT is engaged to provide the Services.

- 8.9 Unless otherwise agreed in writing in an Order Confirmation, ZIGT reserves the right to increase the Prices if operating costs have increased. In the event of such an increase, ZIGT will notify the Client at least thirty (30) days before the increase takes effect, submitting proof of the additional operating costs. ZIGT is entitled to increase the Prices once every 12-month period.
- 8.10 Upon termination of the Order Confirmation, all amounts owed by the Client to ZIGT are immediately and fully due and payable.
- 8.11 The Client is never entitled to suspend a payment obligation or to set off a debt to ZIGT against an outstanding claim on ZIGT.
- 8.12 ZIGT shall at all times be permitted to obtain and maintain credit insurance for the Client's media expenses. If, for any reason, such insurance is refused, withdrawn or revised or is insufficient to cover ZIGT's obligations, the Client agrees to ensure that ZIGT is provided with appropriate (reasonably to ZIGT's satisfaction) financial guarantees by the Client. In lieu thereof, ZIGT shall also have the right to require advance payment of the amount due from the Client prior to (further) performance of the Services.
- 8.13 If the Client is unwilling and/or unable to make an advance payment or provide an appropriate (within reason and to ZIGT's satisfaction) financial guarantee, ZIGT is entitled to (i) suspend the Services until an advance payment has been made or an appropriate financial guarantee has been provided in respect thereof. and/or (iii) terminate the Order Confirmation in accordance with Section 14.4.

## 9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Client or its licensors are entitled to the Intellectual Property Rights to the Content provided to ZIGT.
- 9.2 The Client hereby grants ZIGT a non-exclusive and non-transferable, royalty-free license to use the Content in the Territories to the extent necessary for ZIGT to perform the Services, including the right to sublicense it to Publishers and third parties in connection with the provision of any portion of the Services. The license granted under this Section 9.2 shall expire upon completion of the Services or (whichever is earlier) upon termination of an Order Confirmation to which the Content relates.
- 9.3 ZIGT or its licensors are entitled with respect of all Intellectual Property Rights on the Developed Materials. The Client acknowledges that ownership of Commissioned Materials (including but not limited to ownership of all Intellectual Property Rights) is vested in ZIGT or its licensors.
- 9.4 ZIGT hereby grants the Client a non-exclusive, non-transferable, royalty-free license to use the Developed Materials and the Commissioned Materials for the purpose of and to the extent necessary for accepting the Services in the Territory and for the purposes as agreed in the Order Confirmation (hereinafter "License").
- 9.5 The License under Section 9.4 is granted to the Client under the following conditions (as well as any additional conditions as stated in an Order Confirmation). The Client shall not:

- 9.5.1 disclose or otherwise use the Developed Materials or the Commissioned Materials in any way other than in accordance with the express permission granted in the Order Confirmation;
- 9.5.2 copy, reproduce, modify, reverse engineer, decompile, disassemble, reduce to source code or create derivative works from the Developed Materials or the Commissioned Materials, unless and to the extent permitted by law;
- 9.5.3 lease, sell, sublicense, assign or otherwise transfer the Developed Materials or the Commissioned Materials to a third party;
- 9.5.4 alter or remove any proprietary notices or legends on or in the Developed Materials or Commissioned Materials; or
- 9.5.5 display, modify or use the Commissioned Materials in violation of the Order Confirmation.
- 9.6 All rights not expressly granted to Client in this License are reserved by ZIGT.

## 10. PROCESSING OF PERSONAL DATA

- 10.1 Insofar as the Client provides personal data to ZIGT in the context of the performance of the Order Confirmation, or ZIGT otherwise collects or processes personal data on behalf of the Client, it is understood that ZIGT acts as processor on behalf of the Client as further described in Data Protection Legislation. Notwithstanding the foregoing, third parties engaged by ZIGT for the provision of its Services may, depending on the Services to be provided, act as controller.
- 10.2 To the extent that ZIGT acts as a processor on behalf of the Client, the parties agree that a Data Processing Agreement will be signed between the parties.

## 11. CONFIDENTIALITY

- 11.1 No party shall:
  - 11.1.1 use any Confidential Information of the other party, save as necessary for the provision or acceptance of the Services or the exercise of its rights under the Order Confirmation; or
  - 11.1.2 disclose all or part of the other party's Confidential Information to any person, other than its own officers, employees, engaged third parties, Publishers (hereinafter "Recipients") and to the extent necessary for the purpose of the Order Confirmation.
- 11.2 Both parties shall ensure that Recipients who have or may have access to Confidential Information are made aware of and comply with the confidentiality obligations in this Section 11.
- 11.3 These confidentiality obligations shall remain in effect for three (3) years after termination of the Order Confirmation.

## 12. MUTUAL GUARANTEES

- 12.1 Either party warrants that it has the necessary rights and authority to enter into this Order Confirmation, to perform each of its obligations under such Order Confirmation, and to grant all rights and Licenses pursuant thereto to the other party.

### 13. LIABILITY OF ZIGT

- 13.1 ZIGT will make reasonable efforts to provide the Services to the Client with the necessary care and expertise.
- 13.2 In the event of an attributable shortcoming, ZIGT is obliged to still fulfil its contractual obligations. The obligation of ZIGT to compensate on any contractual basis is limited to the total Prices paid by the Client in the three (3) months preceding the date of the attributable shortcoming. ZIGT's total compensation obligation is at all times limited to the amount that the insurer is willing to pay out in the case concerned.
- 13.3 ZIGT is never liable for consequential or indirect damages including but not limited to damages due to late delivery, loss of profit or loss of savings, loss of revenue, loss of goodwill, loss or damage to data and/or similar losses.
- 13.4 The Client loses its rights towards ZIGT, is liable for all damages and indemnifies ZIGT against all claims by third parties regarding compensation, if and insofar as the aforementioned damages are caused by (i) incompetence or acting contrary to instructions or advices of ZIGT; (ii) errors, incompleteness or inaccuracies in the Content; (iii) the provision of incorrect or insufficient information to ZIGT and ZIGT has based the Services on the aforementioned information; and/or (iv) the Client or a third party has made changes to the Services on behalf of the Client.
- 13.5 ZIGT is not liable for the late or non-publication/broadcast or an error in the placement of advertisements resulting from the delivery of copy, unless there is intent or gross negligence on the part of ZIGT.

### 14. TERM, CANCELLATION AND TERMINATION

- 14.1 The Order Confirmation is entered into for an indefinite period of time as stated on the Order Confirmation.
- 14.2 Notwithstanding the provisions of Section 14.1, the Order Confirmation may be terminated by either party with immediate effect, if there is a material breach of the Order Confirmation and such breach is not remedied within 45 (forty-five) days of written notice to the satisfaction of the other party.
- 14.3 Either party is permitted to terminate the Order Confirmation with immediate effect by written notice to the other party ("Defaulting Party"), if any of the following events occur:
- the Defaulting Party files for a moratorium, its own bankruptcy or application of a debt restructuring scheme or is declared bankrupt at the request of a third party;
  - the Defaulting Party is placed under guardianship; and/or
  - the Defaulting Party is dissolved or liquidated or otherwise ceases to exist.
- 14.4 The Order Confirmation may be terminated by ZIGT on seven (7) days' written notice, if ZIGT is unable to obtain or maintain credit insurance with respect to the Client and/or the Client is unable or unwilling to make an advance payment or provide other appropriate guarantees in accordance with Section 8.12. The parties agree that during the aforementioned period, ZIGT shall be entitled to automatically suspend all of its obligations under the Order Confirmation, without being obliged to pay any compensation to the Client.

- 14.5 If the Order Confirmation is terminated by ZIGT pursuant to the provisions of Sections 14.2, 14.3 or 14.4, the Client shall cease to use the Developed Materials or Commissioned Materials and shall either return or destroy all copies of such Materials as well as all Confidential Information that ZIGT has made available to the Client and notify ZIGT accordingly.
- 14.6 Any obligations which by their nature are intended to continue after termination of the Order Confirmation shall remain in force after termination of the Order Confirmation.

### 15. FORCE MAJEURE

- 15.1 ZIGT is entitled to invoke force majeure within the meaning of Section 6:75 of the Dutch Civil Code, if the performance of the Order Confirmation is wholly or partly, whether temporarily or not, prevented or hindered by circumstances reasonably out of ZIGT's control, which include (but are not limited to) natural disasters, perils of the sea or air, fire, flooding drought, explosion, sabotage, accidents, embargo, riot, unrest, including acts of local government and parliamentary authority, pandemics, lock-down measures issued by local government, shortage of supplies, equipment, materials, failure or lack of equipment and labor disputes of any kind and arising from any cause.
- 15.2 If the force majeure lasts longer than three (3) months, both ZIGT and the Client are entitled to terminate the Order Confirmation for the part which cannot be performed.
- 15.3 The parties shall not be entitled to compensation for any damage suffered or to be suffered as a result of the termination in accordance with this Section.

### 16. WAIVER OF RIGHTS

- 16.1 ZIGT's failure at any time to enforce any part(s) of the Order Confirmation shall not be construed or deemed to be a waiver of ZIGT's rights under these Terms and Conditions or in any way affect the validity of (any part of) the Order Confirmation or impair ZIGT's rights to take subsequent action.

### 17. DEROGATIONS

- 17.1 The Order Confirmation may not be amended save such amendment is agreed in writing by the Authorized Representatives of both parties.

### 18. ENFORCEABILITY

- 18.1 If any of the provisions of these Terms and Conditions is null and void or is annulled, the remaining provisions of these Terms and Conditions shall remain in full force and effect.

### 19. TRANSFER AND OUTSOURCING

- 19.1 The Client shall not transfer its rights and obligations arising for him from the Order Confirmation, in whole or in part to third parties, unless ZIGT has given the Client express written permission to do so. The Client guarantees correct and full performance of the Order Confirmation and these Terms and Conditions by third parties.

19.2 ZIGT is entitled to transfer the rights and obligations under the Order Confirmation to a third party without the Client's permission.

## **20. AMENDMENT OF THE TERMS AND CONDITIONS**

20.1 These Terms and Conditions may be amended by ZIGT. Amendments to the Terms and Conditions shall take effect one (1) month after their announcement.

## **21. APPLICABLE LAW, JURISDICTION**

21.1 These Terms and Conditions are exclusively governed by Dutch law. Any disputes arising from these Terms and Conditions shall be submitted to the court having jurisdiction in Amsterdam.

Hoofddorp, January 13, 2022