

**GENERAL TERMS AND CONDITIONS OF BLOWUP MEDIA
BENELUX B.V.**

These General Terms and Conditions of BlowUP Media Benelux B.V. (a Dutch limited liability company registered at the Dutch Chamber of Commerce under number 34170074) have been set up in the English language and the Dutch language. In the event of a dispute about these terms and conditions, the Dutch version is binding and Dutch interpretation rules apply. The below General Terms and Conditions apply to all agreements entered into by BlowUP Media Benelux B.V. and – unless agreed otherwise – its affiliates blowUP media GmbH, blowUP media Belgium BVBA and blowUP media UK Ltd.

1. Definitions

1.1 In these General Terms and Conditions, the following definitions apply:

- a) "Agent" means any person, employee, firm, or company acting on behalf of a Client with Contractor, such acts including the placing of an Order, entering into an Agreement, making requests and/or giving instructions on behalf of the Client.
- b) "Agreement" means any (written or oral) agreement between Client and the Contractor.
- c) "Agreed Size" means the agreed size of Advertising Displays to be Posted for Client.
- d) "Advertisement Copy" means advertising material and copyright material delivered by Client to be used by the Contractor for the purpose of Posting of Advertising Displays by the Contractor.
- e) "Advertising Displays" means any form of illuminated, analogue, printed and/or digital advertising images, banners, giant posters, blown up hoardings, advertising signs and displays to be produced, assembled and mounted by the Contractor or parties instructed by or working on behalf of the Contractor.
- f) "Campaign" means any period of time concretely agreed between Contractor and Client in which Client wishes to have the Advertising Displays Posted on an agreed Site, which includes an average time of 5 Working Days of assembly and disassembly in which such Advertising Display may not be fully visible on the Site. Unless agreed otherwise this total period (including assembly and disassembly time) is 28 calendar days.
- g) "Campaign Price" means the total price agreed upon between Contractor and Client for the duration of the Campaign minus the Production Price.
- h) "Client" means any advertiser, advertising agency or other party and shall include their successors in title and assigns who gives an Order to or enters into an Agreement with the Contractor.
- i) "Contract Price" means the total of the Production Price and the Campaign Price.
- j) "Contractor" means BlowUP Media Benelux B.V. including its successors in title and assigns and – if applicable and unless agreed otherwise – its affiliates blowUP media GmbH, blowUP media Belgium BVBA and blowUP media UK Ltd, including their successors in title and assigns.
- k) "Creative Service" has the meaning as defined in article 5.5 of these General Terms and Conditions.
- l) "General Terms and Conditions" means these general terms and conditions.
- m) "Order" means any order for the display of Advertisement Copy given by the Client to and accepted by the Contractor.
- n) "Posting" and "Posted" means the actual public placement of Advertisement Copy through Advertising Displays, including (dis)assembly.
- o) "Pro Rata Campaign Price" has the meaning as defined in article 10.3 sub (d) of these General Terms and Conditions.

- p) "Production" or "Produce" means the designing, development, and production of the Advertising Displays.
- q) "Production Price" means the price agreed upon between Contractor and Client for the Production of the Advertising Displays.
- r) "Site" means any (part of a) location, real estate, building, wall section, building fence and/or scaffolding, owned and/or leased by legal entities, private individuals and/or Client, used to place Advertising Displays by Contractor.
- s) "Site Circumstances" has the meaning as defined in article 6.5 of these General Terms and Conditions.
- t) "Site Costs" means the costs being paid by Contractor for the use of the Site.
- u) "Site User" means any legal entity, public or private and/or any private individual, being owner, tenant, landlord, representative or otherwise directly or indirectly related to the Site or being affected directly or indirectly by the Site.
- v) "Work" means the work to be performed by the Contractor or a third party designated by Contractor for a Client pursuant to an Order or Agreement, including, inter alia, the designing, development production, shipment, delivery, mounting at a Site, illumination, storage, disposal, and the maintenance of Advertising Displays and all goods and/or services related thereto.
- w) "Working Day" means any day from Monday to Friday inclusive, except any public holiday.

2. Applicability of the General Terms and Conditions

- 2.1 These General Terms and Conditions apply to all the Work and all relationships between Contractor and third parties designated by Contractor on the one side, and Client and the Agent on the other side and shall be deemed to be incorporated in all Orders and Agreements (including any schedule annexed hereto). These General Terms and Conditions shall be deemed accepted already when a Client requests any form of services from Contractor. These General Terms and Conditions also apply to additional and continued Work. The general terms and conditions or any other conditions of the Client or an Agent are not applicable to any Order, Agreement, Work or any relationship between Contractor on the one side and the Client or Agent on the other and are expressly rejected by Contractor, unless and until expressly accepted in writing by the Contractor.

3. Representation and formation of an Agreement

- 3.1 The Client represents and warrants to have full responsibility and authority in all matters connected with the placing of an Order with the Contractor and the (entering into an) Agreement, including the delivery or amendment of Advertisement Copy and any (subsequent) instructions relating thereto and to the Work. If the Client is not represented by its duly authorized directors but by employees or third parties, the Client and such employees or third parties represent and warrant that they have been appointed as a duly authorized Agent and to have full responsibility and authority to act on behalf of the Client. The Contractor shall deem such employee or third party to be acting duly authorized on behalf of the Client, notwithstanding the right of the Contractor to request for proof of such authority. Any lack of authority will bind the Agent himself.
- 3.2 The Contractor's offerings are non-binding. Any Agreement will come into being when the Contractor receives an Order from client and the Contractor confirms the Order (orally or in writing or electronically or tacitly by commencing with the Work. All Orders shall specify the name of the Client, failing which the Order shall be deemed to have been rejected by the Contractor. An Order may be confirmed by the Contractor by an Order confirmation form which shall include details of the booked individual Site or, in the event Advertising Displays are being Posted at several Sites, details of each individual Site. Where Order confirmation forms are issued, they shall be sent to the recognized office of the Client's



Agent or to the recognized office of the Client if no Agent has been appointed.

4. Content of the Agreement/priority in case of conflict

- 4.1 These General Terms and Conditions, the Order and the Agreement fully govern the legal relationship between and form the full basis for all arrangements between Contractor and the Client with respect to the Work and no other arrangements are in place. Any oral or written communication between Contractor and Client before the entering into the Agreement is deemed to be replaced by these General Terms and Conditions, the Order and the Agreement, unless the Contractor has beforehand in writing explicitly agreed otherwise.
- 4.2 Any amendments or changes to these General Terms and Conditions, the Order and the Agreement must be recorded in writing and must be signed by an authorized representative of Contractor and an authorized representative of the Client.
- 4.3 In the event of conflict between any stipulation in these General Terms and Conditions on the one side and an Order or other elements of the Agreement on the other side (i) these General Terms and Conditions will prevail, or (ii) by choice of the Contractor, the Contractor will be solely authorized to determine which arrangement prevails.

5. Delivery of Advertisement Copy and requirements

- 5.1 All Advertisement Copy must be supplied by the Contractor and shall be delivered carriage paid at the Posting depot address or other address specified by the Contractor, unless otherwise agreed in writing by the Contractor. All Advertisement Copy must be supplied in the format necessary for printing and or digital purposes.
- 5.2 The Advertisement Copy and relevant Posting instructions must be delivered to the Contractor at least 3 weeks prior to the agreed starting date of the Campaign, unless agreed otherwise. Delivery of Advertisement Copy shall not be deemed to have fully taken place until the delivery requirements specified in clause 5.3 hereafter of these General Terms and Conditions have been fully met and the relevant Posting instructions have been given to and received by the Contractor.
- 5.3 Together with the supply of the Advertisement Copy, the Client shall deliver to the Contractor all specific needs and requirements Client may have, if any, in relation to the Posting and more specifically the Production, shipment, delivery, mounting, illumination, storage, disposal, and/or maintenance of Advertising Displays. The Client shall together with the Advertisement Copy supply Contractor with a full technical specification describing the exact needs and requirements. The Contractor cannot guarantee that the specific needs and requirements can be fulfilled and shall inform the Client of the possibilities. If no needs, requirements, and technical specification are provided by the Client, the Contractor will have the full discretionary power and liberty to decide on all technical details regarding the Production, shipment, delivery, mounting, illumination, storage, disposal, and/or maintenance of Advertising Displays and Client cannot claim that those technical details do not comply with the needs and requirements of Client.
- 5.4 Client is responsible for the timely delivery of the Advertisement Copy according to clause 5.2 and 5.3 of these General Terms and Conditions. Client is aware that not living up to this responsibility could delay Production and could lead to the Advertisement Display not being Produced in time before the start of the Campaign. Any late Posting as a result hereof is for the risk and account of Client and will not in any way lead to a discount of the Contract Price or to rights of reimbursement or damages.
- 5.5 If the Contractor provides creative services to the Client, the advertising ideas and computer-generated elements (jointly referred to as "Creative Service") developed by the Contractor

constitute protected works under Dutch copyright law. The Client only receives the simple non-transferable right to use these works for the implementation and duration of the Campaign. The Client is not entitled to a usage right extending beyond this scope. If the Client intends to use (the works out of) the Creative Service beyond this scope, a separate license agreement must be concluded with the Contractor. If the Client uses (the works out of) the Creative Service without such a license agreement or beyond the scope of the agreed right of use, it shall be obliged to pay periodic pro rata amount equal to the Campaign Price for each period of time equal to the Campaign that it is using the use (the works out of) the Creative Service without a license agreement.

6. The Work and the Campaign on Site

- 6.1 The Contractor will exert itself to the best of its abilities to comply with statutory and other legal requirements and to obtain necessary permits so far as they concern the use and maintenance of any Site to which an Agreement relates.
- 6.2 Contractor will exert itself to the best of its abilities to perform the Work (or have the Work performed by third parties) in accordance with the arrangements and procedures agreed with the Client. Contractor will determine how and by which person or parties the Work will be performed.
- 6.3 If a phased performance of the Work has been agreed, Contractor may postpone commencing Work relating to a subsequent phase until the Client has accepted the Work in the preceding phase and has paid all sums due.
- 6.4 Client accepts that photographs and illustrations provided by Contractor (on the website, digital, copies, photographs on rate cards and photographs on the so-called blowUP locator) do not always give a true representation due to digital enhancement and seasonal variations. The Client further agrees that the Work consists of development of Advertising Copy and that small changes in the size or colour of Advertising Displays (compared to the Advertisement Copy) may occur and Client accepts those changes. For clarification, a small change is defined as a change in the total square meter size of +/- 12%.
- 6.5 Client is aware and accepts that the full availability and installation of each Site is subject to permits and authorisations, (local) circumstances and conditions that may prevail from time to time, such as traffic safety, traffic rules, road works, health and safety (measures), restrictions which prevent illumination, technical issues, building calamities, planning issues, weather and local conditions, political pressure, possible discussion with Site Users and premature ending of lease/license agreements between Contractor and Site Users, town planning, amendments of Dutch legislation and/or municipal policy rules (e.g. limitation or prohibition of advertising area, illumination, changes in taxes, etc.), permits not being issued or being revoked, orders by local government authorities or court orders, pandemics, epidemics, and/or local virus-breakouts, (local) governmental measures relating thereto, such as the limitation of public and (partial) lockdowns and other unforeseen circumstances (this list is not exhaustive), which may delay Posting, make the Site temporarily or definitely unavailable or inappropriate, or may make the Site reasonably improper for the use by Contractor as intended in the Agreement with Client ("Site Circumstances").
- 6.6 If a contracted and agreed Site becomes unavailable due to Site Circumstances, the Contractor shall use reasonable endeavours to provide an alternative Site of similar quality in the same town for example with similar traffic levels, size and public. Contractor reserves the right to substitute such Sites for such alternative Sites, provided that notice will be given by the Contractor to the Client prior to the start of the Campaign. However, if no alternative Site reasonably becomes available, the Contractor may unilaterally cancel (the confirmation of) an Order ("annuleren", 'intrekken',



'herroepen' c.q. 'opzeggen') and terminate the Agreement ('opzeggen') with immediate effect, without any right of compensation for Client for the costs made up until then. The Client has the right to refuse an alternative Site prior to the start of the Campaign if it does not approve of the proposed alternative. Such approval may however not be withheld without proper reasonable grounds taking into regard the existence of the Agreement and the commitments entered into by Client.

6.7 When the Client and Contractor agreed to a change of Advertising Displays on the Site, based on changed Advertisement Copy, the Contractor shall complete such change (including assembly and disassembly time) within 7 Working Days from the agreed date of change, provided that the Contractor has received the Advertisement Copy in accordance with clause 5.2 to 5.4 of these General Terms and Conditions. Unless otherwise agreed by the Client the Contractor shall not commence such change before the agreed date.

6.8 In principle Contractor only Produces Advertising Display for Campaigns on Sites that Contractor has arranged for (by lease or license) herself. In that case, the Contract Price also includes the maintenance of the Advertising Displays in good condition (as stipulated in clause 9.3 of these General Terms and Conditions) during the whole Campaign. However, if parties agreed to have Contractor Produce Advertising Display on a Site that is not arranged by Contractor but by Client, the Contractor shall only mount the Advertising Display if agreed so and be responsible for the proper functioning of the Advertising Display for a maximum period of one month from the date of mounting if agreed so, as long also as this proper functioning is not negatively influenced by Site Circumstances. Client is aware that Advertising Displays need to be inspected periodically by Client at an inspection rate agreed in advance between the Contractor and the Client. Client is aware that if no inspection is agreed upon and consequentially no inspections take places, this could damage Advertising Displays or deteriorate its functioning and public appearance. Contractor bears all the risk of such damage or deterioration caused by a lack of timely agreeing on an inspection.

7. Ownership, Storage, Disposal and Shipping of Advertising Displays

7.1 The Advertising Displays remain the property of the Contractor until full payment of the full Contract Price has been received from the Client.

7.2 The Client is aware and accepts that, due to normal wear and tear, Advertising Displays are not always reusable after dismantling.

7.3 Ultimately two weeks before the end of the Campaign, the Client will inform Contractor in writing whether it (i) wishes to have the Advertising Displays stored, (ii) wishes to have the Advertising Displays being shipped and delivered to Client or (iii) waives all rights on the ownership and compensation for the (remaining) value of the Advertising Displays (which value will then be deemed to belong to Contractor).

7.4 If the Client does not inform Contractor in writing, it will have deemed to have opted for the last option (iii). Contractor will then have the Advertising Displays recycled or destroyed free of charge.

7.5 If the Client opts to have the Advertising Displays stored (option (i) in clause 7.3), the Advertising Displays will be stored free of charge by Contractor for a maximum period of three (3) months from the date of removal from the Site at the risk of Client. After this period, Client will have deemed to have as yet opted for option (iii) in clause 7.3 and clause 7.4 applies

7.6 If the Client at any time opts to have the Advertising Displays being shipped and delivered to Client (option (ii) in clause 7.3), the Client will bear the costs of shipment/delivery to Client, which costs must be agreed upon between Parties and must be paid by Client to Contractor upfront. The Client will also bear the risk of

shipment/delivery which risk will become Client's from the moment that parties agree on the shipment, despite the Advertising Displays still being stored at that time. If parties cannot agree on the costs of shipment/delivery, then Contractor shall at first store the Advertising Displays free of charge for a maximum period of three (3) months from the date of removal from the Site. After this period, Client will have deemed to have as yet opted for option (iii) in clause 7.3 and clause 7.4 applies.

7.7 In all cases of further storage after the aforementioned initial period of three months and in all cases of shipment/delivery to Client, the Client will bear all the costs, responsibility and risks for the Advertising Displays.

8. Obligations of Client, warranties and indemnity by Client

8.1 The Client guarantees, warrants and undertakes that:

(i) the Advertisement Copy is delivered in time by Client to the Contractor.

(ii) the Advertisement Copy will comply with the laws and regulations of The Netherlands and the "Reclame Code Commissie" of The Netherlands.

(iii) the Advertisement Copy is not in breach of public order, public morality or local public regulations from time to time, does not contain extreme political, ideological or religious, xenophobic, distasteful or immoral views, is not defamatory to any third party, is not contrary to the interests of Site Users and shall be adapted by the Client and/or against costs for the Client if any public and/or municipal authority deems the placed or proposed Advertisement Copy inappropriate for whatever reason

(iv) if the Client has itself chosen the Site for placement of Advertising Display, (a) placement is fully possible in light of the Site Circumstances, (b) placement does not directly compete with the interests of the Site Users (c) the Site does not in a material respect differ from the description in the Order at the time of booking or subsequently changed without the approval of the Contractor and (d) the Site Users approve the Advertisement Copy to be displayed at the Site.

(v) it will be responsible for obtaining and paying for all necessary licenses and consents for any advertising or copyright material contained in its Advertisement Copy and the appearance of any person in its Advertisement Copy.

(vi) the Advertisement Copy and Advertisement Displays based thereupon or based on Creative Services will not breach the copyright or other intellectual property rights of third party and will not breach competition laws.

(vii) the Advertisement Copy does not differ in any material respect from the description in the Order at the time of booking and is not subsequently changed without the approval of the Contractor.

8.2 Client will inform the Contractor beforehand about the nature and content of the Advertisement Copy and – if the Client has itself chosen the Site for placement of Advertising Display – the Site. The Contractor has the right to refuse the Site and/or the Advertisement Copy on reasonable grounds and/or adapt the Advertisement Copy at the costs of Client or demand adaption thereof by the Client, for example if (but not limited to) the Advertisement Copy:

(i) and/or the Site do not comply in all respects with the Client's warranties and undertakings detailed in aforementioned clause 8.1.

(ii) directly competes with the interests of the Contractor's group and its subsidiaries.

(iii) reflects poorly upon the Contractor's group and its subsidiaries.

(iv) a Site User does not approve the Advertisement Copy to be displayed at the Site.



8.3 The fact that Advertisement Copy and – if applicable – the Site, is accepted by Contractor, does not relieve Client from the obligations and warranties of clause 8.1. If Advertisement Copy is refused, if Advertising Displays need to be removed early, or if an Advertising Display or Site is (partially) out of use (or to be placed out of use) for any reason that falls within the scope of aforementioned clause 8.2, the agreed Contract Price shall remain payable in full by the Client notwithstanding any period during which the Advertising Display or Site is (partially) out of use, whilst the Contractor may:

- (i) remove the Advertising Display at the Client's costs; and
- (ii) request alternative Advertisement Copy, and – if applicable – request for an alternative Site, subject to the Contractor's approval of such Advertisement Copy and Site, it being agreed that the Contractor is under no obligation to request alternative Advertisement Copy or an alternative Site where it considers that the cause for the Advertising Display or the Site being out of use is so serious that placing an alternative Advertising Display using alternative Advertisement Copy and/or using an alternative Site would be inappropriate in the circumstances. If alternative Advertisement Copy or an alternative Site is accepted by the Contractor, the Contractor shall develop the alternative Advertising Display and Post it at the current or – if applicable – alternative Site as soon as reasonably practicable, all at the Client's costs;

8.4 The Client is liable towards Contractor and indemnifies and holds Contractor harmless for and from any and all liabilities, (third party) claims and demands, direct and indirect loss and damages, including loss of profit, penalties and expenses, including legal fees incurred by Contractor relating to (i) any breach of warranties and obligations by Client pursuant to these General Terms and Conditions, (ii) any breach under the Agreement by Client and/or (iii) the use of Advertisement Copy supplied by or displayed for the Client.

9. Rates, invoices and obligations of the Client

9.1 The Contract Price offered by Contractor once an Order is accepted by Contractor, in principle remains valid for a period of 4 months from the date of the confirmed Order, however only if no circumstances have arisen relating to the Site, the Site User or the Site Costs that give reasonable grounds for Contractor to change the Contract Price, such reasonable grounds to be substantiated by Contractor.

9.2 If the Campaign starts after such period of 4 months, any increase (i) of the Production costs or (ii) of the Site Costs may be passed on to the Client and the Client herewith agrees to pay these costs. Contractor is however under no circumstances whatsoever obliged to inform Client on the exact amount of the Site Costs or any details relating to the Site Costs.

9.3 Unless otherwise stipulated, the Contract Price includes the Production, shipment and delivery to the Site, mounting, illumination, maintenance of the Advertising Displays in good condition and storage disposal (if agreed subject to clause 7 of these General Terms and Conditions), provided that the Contractor has been supplied with Advertisement Copy in accordance with these General Terms and Conditions.

9.4 Where an Agent has been appointed by the Client, invoices shall be sent to the Agent, otherwise invoices shall be sent to the Client.

9.5 Unless agreed otherwise, the Contract Prices will be invoiced through separate invoices for the Production Price and the Campaign Price. Invoices in respect of the Production Price will be sent once the Order has been accepted by the Contractor. Payment is due 7 days prior to the start of the Production. If payment is not received within this time, the Contractor reserves the right to delay start of the Production until payment is received, while all consequences of such delay are for the risk of Client.

Invoices in respect of the Campaign Price, shall be sent according to an agreed schedule between Contractor and Client. With regard to these invoices the following applies:

- (i) For existing Agents and Clients, unless agreed otherwise in the Agreement, payment of invoices must be made within two weeks after the invoice date, unless agreed otherwise in writing or as appears from the invoice.
- (ii) For Agents and Clients who have not previously contracted with Contractor or for Agents and Clients that have at any moment in the past come short in timely payment, payment of invoices must be made 7 days prior to the start of the Campaign, unless agreed otherwise in writing or as appears from the invoice. If payment is not received in time, the Contractor reserves the right to withhold the Posting of Advertising Displays until payment is received.

9.6 Invoices will be paid by the Client, without the possibility or right of any deduction, discount, or setoff ('*verrekening*'). If the Client fails to pay any invoice within the payment period that follows from these General Terms and Conditions, the Client will immediately be deemed in default ('*verzuim*') and the Contractor will be entitled, without further notice of default and without prejudice to the other rights of Contractor, to charge the Client (i) a surcharge of 2% on a monthly basis on all outstanding amounts, such surcharges being levied monthly until the outstanding amount is paid and in addition (ii) legal commercial interest (referred to in section 6:119a of the Dutch Civil Code) over the outstanding amount from the due date until the date of payment in full. All judicial and extrajudicial collection costs and other costs reasonably incurred by Contractor as a result of the Client's failure to discharge its payment obligations will be borne by the Client.

9.7 If, in the opinion of Contractor, the Client's financial position or payment record gives reason to do so, Contractor may require the Client to make a full or partial advance payment and/or to provide (additional) security in a form to be determined by Contractor. If the Client fails to provide the required security, Contractor may, without prejudice to its other rights, immediately suspend the further performance of the Agreement and any amounts owing by the Client to Contractor on any account whatsoever will be immediately due and payable.

9.8 If several Clients have jointly entered into an Agreement with Contractor, the Clients will be jointly and severally liable for payment of the invoice amounts to the extent that the Work was performed for the Clients jointly.

9.9 Any invoice during the Campaign being overdue gives the Contractor the right to cancel the Campaign and dismantle all Advertising Displays from the Site without any notification and the Client hereby waives all rights of remedies in this regard. All amounts owed by the Client to the Contractor under the Agreement will in that case become immediately due, while Contractor will have been relieved from all its obligations under the Agreement.

10. Complaints, claims and liability of the Contractor (Force Majeure)

10.1 The Contractor shall in no way be responsible for the statements expressed in the Advertising Displays about the products and services of the Client.

10.2 Client is at all times assumed to have fully inspected the Advertising Displays on the day they have been Posted. Any complaints regarding the Advertising Displays, once Posted, must be immediately registered, and notified in writing by the Client to the Contractor. Any complaints not immediately registered and notified will be disregarded and all rights relating thereto will be deemed to have been matured ('*vervallen*'). Other complaints about the Work performed or about the Advertising Displays (if arisen after the Posting) must be made known to Contractor in writing within fourteen (14) days of the date after the



- circumstances occurred that give rise for the complaint or within fourteen (14) days of the discovery of the circumstances if the Client proves that it could not reasonably have discovered these circumstances at an earlier date. Any such complaints not registered within 14 days will be disregarded and all rights relating thereto will be deemed to have been matured ('*vervallen*'). Damages can only be claimed in writing and within 14 days after the circumstances that give rise for such claim were known or could have reasonably been known to the Client or its Agent. If claims have not been filed within these periods, those claims have matured ('*vervallen*').
- 10.3 In the event of a well-founded complaint, Client will give Contractor a reasonable term to remedy the complaint or claim. Contractor will in that case have the choice between (i) adjusting the Contract Price, (ii) remedy the circumstances giving rise to the complaint or claim or (iii) extending the duration of the Campaign to compensate for the circumstances giving rise to the complaint or claim. More specifically, if for whatever (technical) reason that can be attributed to Contractor, there is a complaint that a Site has become ineffective and/or Advertising Displays are damaged, incorrect displayed, defect, not illuminated (whilst agreed upon), poor mounted and/or otherwise have become ineffective and/or need to be removed, then:
- Client must first notify Contractor within the term mentioned in clause 10.1,
 - Contractor shall – if it chooses to remedy the complaint – then have the possibility to remedy the damage or ineffectiveness within 5 Working Days after such notification,
 - if the damage or ineffectiveness has not been fully resolved within that term, Contractor shall have another right to remedy this damage or ineffectiveness within 5 Working Days after the first term,
 - if the Contractor then still does not succeed and it is clear that the Advertising Display or Site remains not fully effective for an indefinite time, then Client will still at all times be held to pay (i) the Production Price and (ii) a pro rate parte of the Campaign Price calculated by comparing (a) the agreed Campaign Price and the duration of the Campaign with (b) the actual amount of calendar days the Advertising Display has actually been Posted as agreed ("Pro Rata Campaign Price"). If the Client already paid the Contract Price in full, then Contractor shall refund an amount equal to the Contract Price minus the Pro Rata Campaign Price.
- 10.4 If it is agreed that Advertising Displays are illuminated, electricity supply failures leading to lack of illumination that cannot be attributed to the Contractor, do not give any right to complain and do not give the Client any right for compensation or reduction on the agreed Contract Price. In the event a (temporal) electricity supply failure occurs that is caused by circumstances to be attributed to the Contractor, the Client will only be entitled to a pro rata reduction on the agreed Campaign Price (i) if the failure is not remedied within 5 Working Days of notification and (ii) the Campaign Price explicitly includes a surcharge specifically for such illumination. In that case the reduction shall be equal to that specific surcharge pro rata to the duration of the electricity supply failure. Unless agreed otherwise this surcharge is equal to a premium of 10% of the Campaign Price for an equal Site that is unlit.
- 10.5 When an Advertising Display is Produced and has an oversize compared to the Agreed Size, for example due to logistic and or lay-out reasons relating to the Production process or relating to the exact surface coverage available at the Site, the amount of any claim of the Client in relation to any short-coming of Contractor under the Agreement or under these General Terms and Conditions, will be deducted with the amount equal to the value of such oversize, which value will be calculated by pro rata comparing the Contract Price and the Agreed Size with the oversize.
- 10.6 The Contractor will never be liable for damage occurring to Advertising Displays which is of a nature beyond the Contractor's control and/or which is of a nature that cannot be attributed to Contractor, including calamities, weather and vandalism (all of which are to this extent deemed to be a situation of force majeure and/or as so-called 'unforeseen circumstances' within the meaning of Section 6:258 of the Dutch Civil Code). However, the Contractor will in those cases arrange for Advertising Displays to be repaired at the cost of the Client and the Client herewith agrees upfront with such repair. Contractor will only actually arrange for the reparation if Client has confirmed to pay for such repair and Contractor has sufficient comfort that Client will actually pay. Contractor may request for an advance payment which Client is held to pay. Client is aware that damaged Advertising Displays need to be repaired and Client herewith agrees that Contractor may remove damaged Advertising Displays if Contractor refuses to pay the reparation costs, to protect the good name and fame of both Contractor and Client. In that case the full Contract Price remains due.
- 10.7 Subject to the extent that mandatory statutory provisions preclude this, will Client never have the right to claim any consequential or indirect damages ('*gevolg schade*' and '*indirecte schade*') or replacement damages ('*vervangende schadevergoeding*') as a result of an ineffective Site, ineffective Advertising Display, or improper performed Work, whether attributable or not attributable to the Client, Agent or any third party for indirect or consequential loss or damage, such as but not limited to loss of profit, orders, revenue or business, costs to establish damages, or other (advisory) costs or expenses. If Advertisement Copy is lost or damaged whilst in the Contractor's possession, the Contractor is liable only for the costs of the materials (and not for immaterial or consequential damages).
- 10.8 Contractor is not liable and Contractor always has the right to cancel (the confirmation of) an Order ('*annuleren*', '*intrekken*', '*herroepen*' c.q. '*opzeggen*') and/or delay ('*uitstellen*'), suspend ('*opschorten*') or terminate ('*opzeggen*') an Agreement and remove Advertising Displays earlier than agreed in the event of circumstances beyond the Contractor's reasonable control, including (but not limited to) all circumstances related to Site Circumstances (all of which are to this extent deemed to be a situation of force majeure and/or as so-called 'unforeseen circumstances' within the meaning of Section 6:258 of the Dutch Civil Code). The Contractor will never be liable to the Client for such delay, suspension or termination whilst the Client will not have any ground to dissolve ('*ontbinden*') the Agreement and shall at all times remain to be held to pay the Production Price if Advertisement Displays have been Produced and the Pro Rata Campaign Price. If (part of) the Contract Price has already been paid, Contractor shall reimburse Client an amount equal to the amount of the Contract Price already paid minus the Pro Rata Campaign Price. The Client shall have no further claims in excess thereof.
- 10.9 Complaints and claims of Client will not suspend the Client's obligation to pay any outstanding amount under the Agreement, nor will they create a right of suspension ('*opschorting*') or right of deduction, discount, or setoff ('*verrekening*').
- 10.10 Subject to the extent that mandatory statutory provisions preclude this, will any and all liability of the Contractor under an Agreement (whether arising in negligence or otherwise) never exceed the greater of the amount equal to the amounts paid by the Client to the Contractor under the Agreement.
- 11. Duration, termination of the Agreement**



- 11.1 The Agreement is concluded for a fixed term as agreed upon in the Agreement.
- 11.2 Orders, confirmations of Orders and Agreements shall be binding upon the Client and may not be cancelled (*'annuleren'*), withdrawn (*'intrekken'*), revoked (*'herroepen'*), terminated (*'opzeggen'*), suspended (*'opzeggen'*), rescinded (*'ontbinden'*) or amended (*'wijzigen'*) by the Client, not even by invoking force majeure or any breach by the Contractor. The parties expressly agree that the Client shall not be entitled to rely on Article 6:75 of the Dutch Civil Code relating to force majeure and that circumstances which would otherwise qualify as force majeure shall remain for the account of the Client and shall not entitle the Client to terminate the Order or Agreement nor by way of cancellation, withdrawal, revocation, termination, suspension, or rescission. Should the Client, without the Contractor's prior written consent, nonetheless issue any notice of termination, whether by any of the aforementioned means or otherwise, the Client shall, irrespective of the reason, cause or nature of such notice, and regardless of any judicial determination as to whether such notice was justified, remain unequivocally liable to pay the full Campaign Price and, if Production has already commenced, the full Production Price. Both amounts shall in such case become immediately due and payable, without prejudice to the Contractor's right to full compensation of damages, including all (other) costs incurred by the Contractor in connection with the preparation, performance and cancellation of the Order or Agreement.
- 11.3 Orders, confirmations of Orders and Agreements may be early (*'tussentijds'*) cancelled (*'annuleren'*), withdrawn (*'intrekken'*), revoked (*'herroepen'*) or terminated (*'opzeggen'*) by Contractor on all grounds referred to here above in these General Terms and Conditions and may further be early terminated without ground by Contractor and at any time by fifteen (15) days' written notice (i) before the start of the Campaign by reimbursing all amounts already paid by Client, and (ii) after start of the Campaign by reimbursing an amount equal to the amount of the Contract Price already paid minus the Pro Rata Campaign Price. Furthermore, Contractor may dissolve (*'ontbinden'*) or terminate (*'opzeggen'*) the Agreement with immediately effect if:
- (i) Client breaches any term, warranty or condition in these General Terms and Conditions or in the Agreement.
 - (ii) Client is not able to pay its debts, becomes insolvent, reschedules its debts, files for bankruptcy, postponement of payments (*'surceance van betaling'*), commits any act of bankruptcy, makes any assignment for the benefit of its creditors, files for the winding up of the company, if (part of) its properties have been seized or if any (other) step is taken for the purposes of the appointment of an administrator, trustee in the bankruptcy, or liquidator of the company (including the appointment).
- In all these circumstances, all amounts owed to Contractor are due immediately without prejudice to any right of action or remedy of the Contractor still existing and Client is deemed to have waived its rights of remedies towards Contractor.
- 12. Data Protection**
- 12.1 The Contractor respects the Client's information and undertakes to comply with applicable Data Protection legislation from time to time in place. The Contractor reserves the right to use Advertising Copy for printing proofs and sales, marketing and development purposes and Client agrees with that.
- 13. Reference consent, use of image**
- 13.1 The Client grants the Contractor the irrevocable right for the purpose of marketing campaigns of the Contractor to use the names and company logos of the Client or, in the case of contracts with a Client as an agency for its advertisers, these advertisers, and

the use of advertising images or, if applicable, photos and videos created for the Campaign by for example illustrating and publicising these names, company logos, advertising images, photos and videos in both print and electronic media (e.g. but not limited to brochures, presentations, website, social media accounts, rate cards, e-mail signatures, mailings). If the Client acts as an agency for its advertisers, it guarantees that these advertisers have agreed with the above.

14. Communications and Notices

- 14.1 The Client and Contractor may communicate with each other by means of electronic mail, (email), electronic storage (including cloud applications) and the use of internet. There are risks associated with the use of email, electronic storage and the internet, such as, but not limited to distortion, delay, interception, manipulation and viruses. Contractor will not be liable for any loss or damage that may ensue from the use of email, electronic storage and/or the internet, including – but not limited to – damages as a result of non-delivery or delay of the delivery of electronic communication, omissions, distortion, interception or manipulation of electronic communication by third parties or by software/equipment used for transmission, receiving or processing of electronic communication, transfer of viruses and not or not normal functioning of the telecom network or other for the electronic communication necessary means, except insofar the damages are the result of intent or willful recklessness. The foregoing also applies for the use thereof by Contractor in relation to third parties. Should there be any doubt about the content or transmission of email and/or electronic storage, data extracts from computer systems of Contractor will be decisive.
- 14.2 Any notice to be given under these Terms and Conditions shall be in writing (which includes email communication) and shall be deemed to be effectively sent if sent by email and/or by post to the Client, Agent and to the Contractor at their respective addresses or the address and email addresses stated on the Order and confirmation of the Order and/or the Agreement.

15. Non solicitation

- 15.1 During the performance of the Work and for one (1) year after termination of the Agreement, Client will not employ any of the Contractor's employees involved with the Work or otherwise have them perform work or negotiate in that context with these employees, except with the Contractor's express prior written consent.

16. Continued effect and validity

- 16.1 All rights and obligations arising from the Agreement that by their purport are intended to continue in force after termination of the Agreement will remain in full force after the Agreement has ended.
- 16.2 If any clause in these General Terms and Conditions is contrary to mandatory rules of law, is deemed unacceptable in light of the reasonableness and fairness, or is deemed inapplicable for any other reason, such clause will have the meaning that is closest to the meaning it has according to the text of that clause and the rest of these General Terms and Conditions, but which meaning would not be contrary to mandatory rules or would not be deemed unacceptable or inapplicable. Also, all the other clauses of these General Terms and Conditions will in any event remain in full force and effect.

17. Transfer

- 17.1 Client may not transfer the rights, obligations or claims arising from or related to the Agreement to a third party without the express written permission of Contractor. Contractor may transfer its rights and obligations to subsidiaries within its group of



companies and Client herewith consents beforehand with any such transfer. Contractor may also assign any claims it may have on Client to third parties.

18. Applicable law and Jurisdiction

18.1 These General Terms and Conditions, the Order and the Agreement shall be governed by Dutch Law.

18.2 All disputes arising from or connected to the Order, the Agreement and these General Terms and Conditions will fall under the exclusive jurisdiction of the District Court of Amsterdam, The Netherlands, also in summary proceedings and the parties submit to that exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods with regard to Movable Property (the 'Vienna Sales Convention') does not apply.

