adwise
YOUR DIGITAL BRAIN

ADWISE B.V.

General terms and conditions

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What these terms cover

These terms consist of a general section and annexes with specific provisions per service. If an annex conflicts with the general section, the annex prevails (article 2.1).

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General

1 Definitions

1.1 In these General Terms and Conditions, the following terms are written with an initial capital letter, both in the singular and in the plural. These terms are understood to mean:

- **a.** Annex: An appendix to these Terms containing specific provisions regarding the Service to be provided;
- **b.** Adwise: Contractor: Wise Fundaments Group B.V., and its group companies that have declared these Terms applicable, acting independently or jointly;
- **c.** Service: The services to be provided and the work to be performed by Adwise for the Client under the Agreement, including, where applicable, the results of services;
- **d.** IP Rights: All intellectual property rights and related rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and neighbouring rights, as well as rights to know-how and one-line performances;
- **e.** Client: The natural person(s) or legal person(s) who has entered into or will enter into an Agreement with Adwise;
- **f.** Agreement: Any arrangement between the Client and Adwise for the provision of the Service by Adwise for the benefit of the Client;
- **g.** Parties: Adwise and the Client;
- **h.** Personal Data: Any information relating to an identified or identifiable natural person, as referred to in Article 4(1) of the General Data Protection Regulation (GDPR)
- **i.** Terms: These general terms and conditions of Adwise, including all applicable Annexes.

2 Applicability

2.1 These Terms apply to and form an integral part of all offers and quotations of Adwise, Agreements and all other legal relationships related thereto between Adwise and the Client or its legal successor. The specific Annexes as agreed between Adwise and the Client also apply. If any part of this general section of these Terms conflicts or is incompatible with the provisions of the Annex agreed between Adwise and the Client, the provisions of the relevant Annex(es) prevail.

2.2 Where these Terms state that an action must be performed in writing, this also includes by e-mail. Electronic communication between the Parties is deemed to have been received on the day it is sent, unless proven otherwise.

2.3 Deviations from these Terms are only valid if expressly agreed in writing by Adwise and the Client, and apply only to the specific Agreement for which they were agreed.

2.4 The applicability of any purchasing or general terms and conditions used by the Client is expressly rejected.

2.5 Once these Terms have applied to a legal relationship between Adwise and the Client, the Client is deemed to have agreed in advance to the applicability of these Terms to Agreements concluded or to be concluded thereafter.

2.6 If and to the extent that any provision of these Terms is declared null and void or is annulled, the remaining provisions of these Terms remain fully in force. In that case, the Parties will consult to agree on a new provision to replace the void/annulled provision, taking into account the purport of the void/annulled provision as far as possible.

2.7 In the event of a conflict between provisions in an Agreement and these Terms, the provisions in the Agreement prevail.

2.8 The applicability of articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is hereby excluded.

3 Quotations and formation of the agreement

3.1 Quotations and other offers of Adwise are without obligation and must be regarded as an invitation to enter into an Agreement, unless Adwise has expressly stated otherwise in writing.

3.2 Offers and quotations lose their validity four (4) weeks after their date, unless expressly stated otherwise in writing.

3.3 The Client guarantees the accuracy and completeness of the information provided to Adwise by or on behalf of the Client on which Adwise bases its offer. If that information proves to be inaccurate or incomplete, Adwise has the right to amend the offer.

3.4 An Agreement is formed when the Client confirms in writing an unaltered, valid quotation and/or offer of Adwise.

3.5 Orders placed by the Client are irrevocable.

3.6 Adwise is entitled at all times to break off negotiations without stating reasons and without being liable for any resulting damage or being obliged to continue negotiating.

4 Performance of the agreement and delivery

4.1 Adwise will perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship, all on the basis of the state of science and technology known at that time. Adwise will endeavour to perform the work properly and carefully, to represent the interests of the Client to the best of its knowledge and to strive for a result that is useful to the Client. However, Adwise cannot guarantee that the result desired by the Client will always be achieved with the work.

4.2 The obligations of Adwise under the Agreement are best-efforts obligations. Any arrangements regarding a service level are always laid down separately in writing in a Service Level Agreement. The fee of Adwise does not depend on the outcome or result of the services provided.

4.3 The Parties determine in the Agreement the delivery periods and dates as well as the place and manner in which the Service is delivered and/or completed. The lead time of an assignment depends on various factors and circumstances, such as the quality of the data and information provided by the Client and the cooperation of the Client and relevant third parties. Stated delivery periods are therefore not strict deadlines. In the event that a (delivery) period is or threatens to be exceeded, the Parties will consult as soon as possible in order to take appropriate measures. Exceeding agreed delivery times, regardless of the cause, does not entitle the Client to compensation, unless expressly agreed otherwise in writing.

4.4 If a phased performance of the Agreement has been agreed, Adwise is entitled to postpone the start of the Service belonging to a subsequent phase until the Client has approved and/or paid for the results of the preceding phase in writing.

4.5 Adwise is not obliged to follow instructions that change or supplement the content or scope of the agreed Service; if such instructions are followed, the work concerned will be paid for in accordance with the usual rates of Adwise and Adwise will notify the Client of this.

4.6 Adwise is entitled to have the Agreement performed in whole or in part by third parties, or at least to engage third parties in the performance of the Agreement.

4.7 Services are deemed accepted between the parties if the Client has not substantiated in writing and in detail, within five (5) working days after delivery of the relevant Service, why the Service is not accepted. If the Service has not been accepted and the Client can demonstrate with sufficient means that the Service delivered does not conform to the Agreement, Adwise must replace or adjust the Service within a reasonable period. If the Client again does not accept the Service, the parties will go through the acceptance procedure once more. This procedure will be repeated each time the Client again substantiates during the renewed acceptance test why the Service delivered does not conform to the Agreement.

5 Prices, fees and terms of payment

5.1 All prices and fees are exclusive of value added tax (VAT) and other levies imposed by the government. Prices are based on performance during normal working hours.

5.2 Work not stated in the quotation is not covered by the Agreement and may increase the price.

5.3 Unless expressly agreed otherwise in writing, price indications, estimates, budgets and/or pre-calculations of Adwise are indicative only and no rights or expectations can be derived from them. Adwise is only obliged to inform the Client when a pre-calculation or estimate is exceeded if the parties have agreed to this.

5.4 All prices stated by Adwise in writing or electronically are subject to programming and typing errors or slips of the pen. Adwise is not bound by such errors and/or slips.

5.5 The Parties will specify in the Agreement the date or dates on which Adwise invoices the Client for the fee for Services. Invoices are paid by the Client in accordance with the payment conditions stated on the invoice. In the absence of a specific arrangement, the Client will pay within fourteen (14) days of the invoice date. All payments will be made without any deduction, suspension or set-off.

5.6 Payments made by the Client always serve first to settle all interest and costs due and then the payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.

5.7 If the Client fails to pay the amounts due on time, the Client is in default, without any reminder or notice of default being required, and owes statutory interest on the outstanding amount from the due date. If, after a reminder, the Client continues to fail to pay the claim, Adwise may hand over the claim for collection, in which case the Client, in addition to the total amount then due, is also obliged to pay all judicial and extrajudicial costs, including the costs of external experts. The extrajudicial costs are set at a minimum of 15% of the amount to be claimed, with a minimum of € 250 (two hundred and fifty euros).

5.8 Adwise has the right to retain Services that are still in the possession of Adwise for as long as the Client has not fulfilled its payment obligation, regardless of whether the payment arrears relate to those Services.

5.9 Adwise reserves the right to pass on to the Client price increases resulting from changes in taxes, collective labour agreements, social security charges or statutory regulations that arise after the date of the quotation but before the date of (partial) delivery of the Service. This also applies in the event of price increases or indexations of underlying software, licences, tooling, data costs and security.

5.10 During the term of an Agreement, Adwise is entitled to increase and/or index the prices for its Services annually, with effect from 1 January, in accordance with the consumer price index of the preceding calendar year as published by Statistics Netherlands (CBS) (CPI All households). This price increase will not exceed the higher of the following two: the percentage stated in the most recent CPI by Statistics Netherlands or 5.5% per year. For domain names, hosting & SLAs, and third-party software & tools, the indexation of the relevant partner is decisive. Adwise is entitled to implement the cost increase at a later date if it considers this desirable from an administrative point of view.

5.11 Comments or complaints about invoices, notes and expense claims sent must be made known in writing within fourteen (14) days of receipt of the relevant invoice, note or expense claim, failing which they are deemed accepted. Such complaints do not suspend the obligation to pay.

5.12 Adwise is entitled to invoice the Client in instalments and/or on the basis of advance payments, to set off amounts, or to require security for performance by the Client.

5.13 If the financial position of the Client changes during the performance of the Agreement, Adwise has the right to refrain in whole or in part from further performance of the Agreement or to change the terms of payment.

5.14 The Client agrees to electronic invoicing by Adwise.

6 Change of the assignment or additional work

6.1 If, during the performance of the Agreement, it becomes apparent that it is necessary for proper performance to change or supplement the work to be performed, the Parties will amend the Agreement accordingly in good time and in consultation.

6.2 Adwise reserves the right, in the interest of the service provision and in order to try to optimise the result for the Client, to implement changes in the work without the prior consent of the Client.

6.3 The Client accepts that the time schedule of the Agreement may be affected if the scope of the Agreement is extended and/or changed in the interim. If the interim change affects the agreed fee, Adwise will notify the Client of this as soon as possible.

6.4 If, as a result of a change to the Agreement due to additional requests or wishes of the Client, Adwise has to perform additional work, this work will be charged to the Client on a cost-plus basis at the rates customary at that time, unless expressly agreed otherwise in writing.

7 Responsibilities of the client

7.1 The Client will ensure that all data, materials and/or information that Adwise indicates are necessary, or that the Client should reasonably understand to be necessary for the performance of the Agreement, including information on legislation and regulations specific to the Client's sector that Adwise must observe, are provided to Adwise in a timely, accurate and complete manner, and will provide all cooperation required by Adwise. Quotations and offers of Adwise as well as the Agreement subsequently concluded are based on the information provided by the Client. Adwise is not liable for damage arising because it relied on inaccurate and/or incomplete data and information provided by the Client.

7.2 If data required for the performance of the Agreement is not provided to Adwise in time, Adwise has the right to suspend the performance of the Agreement and/or to charge the Client the additional costs resulting from the delay at the customary rates applicable at that time.

7.3 To the extent that user names and/or passwords are provided by Adwise in the context of the Agreement, the Client is responsible for these user names and/or passwords and fully liable for any misuse made of the user names and passwords, unless such misuse is the result of intent or gross negligence on the part of Adwise.

7.4 To the extent that user names and/or passwords are provided by Adwise in the context of the Agreement, the Client is prohibited from providing this information to third parties without the consent of Adwise.

7.5 The Client indemnifies Adwise against any infringement of third-party rights, including intellectual property rights, in materials and/or data supplied by the Client.

7.6 The Client at all times remains responsible for adequate equipment and facilities that provide access to a network through which the Client can receive the services provided by Adwise.

8 (Interim) termination and its consequences

8.1 An Agreement commences on the date described in article 3 for the period agreed in writing between the Parties, and ends by operation of law on the date agreed between the Parties or at the moment the provision of the Service has been completed. If no period has been agreed, the Agreement has been entered into for an indefinite period.

8.2 Unless expressly agreed otherwise in writing, the Parties may terminate the Agreement in the interim in writing and stating reasons, subject to a notice period of three (3) months if the Agreement has a minimum term of one (1) year. For an Agreement with a minimum term of less than one (1) year, a notice period of one (1) month applies. If the Client terminates the Agreement in the interim, Adwise is entitled to charge cancellation costs.

8.3 Adwise is entitled to terminate the Agreement in whole or in part with immediate effect, without judicial intervention and without being obliged to pay any form of compensation, in the event of bankruptcy or suspension of payments of the Client, as well as in the event of cessation or liquidation of the business of the Client other than for the purpose of reorganisation or merger, or if the decisive control over the business of the Client changes.

8.4 Termination of the Agreement on the grounds of an attributable failure is only permitted after a notice of default, in writing and as detailed as possible, setting a reasonable period for subsequent performance, unless otherwise provided in these Terms or otherwise prescribed by law.

8.5 In the event of termination of the Agreement, there will be no undoing of what Adwise has already delivered and/or performed and the related payment obligation, unless the Client proves that Adwise is in default with regard to the essential part of those performances. Amounts invoiced by Adwise before the date of termination in connection with what Adwise has already properly performed or delivered in the performance of the Agreement remain due in full, subject to the provisions of the previous sentence, and become immediately payable at the moment of termination.

8.6 In the event of termination of the Agreement, all rights granted to the Client lapse. The Client is no longer entitled to use the Service.

8.7 Articles in the Agreement or these Terms that by their nature are intended to remain in force after the end of the Agreement remain fully in force after termination of the Agreement.

9 IP Rights

9.1 Unless expressly provided otherwise in the Agreement, all IP Rights in all Services provided in the context of the Agreement, as well as in all other materials or information made available by Adwise, vest exclusively in Adwise and/or its licensors. The Client acknowledges these rights and will refrain from any infringement thereof.

9.2 Nothing in these Terms and/or the Agreement implies a transfer of IP Rights. The Client only acquires the non-exclusive and non-transferable right to use the Services for the purposes laid down in the Agreement and under the conditions set out in the Agreement. Unless expressly provided otherwise in writing, the right of use granted applies only to the Netherlands. The Client is not permitted to remove and/or change any indication of IP Rights from the results of Services.

9.3 The Client indemnifies Adwise against all third-party claims relating to IP Rights in connection with the publication of texts, images or any other data and materials provided to Adwise by or on behalf of the Client.

9.4 Adwise expressly does not waive its moral rights referred to in article 25 of the Dutch Copyright Act (Auteurswet).

9.5 Adwise is permitted to use the Service and the materials used for the performance of the Agreement, such as designs, drawings, films, software, (electronic) files, reports, formats and interviews, for its own promotion and/or publicity, unless expressly provided otherwise in writing in the Agreement.

9.6 Adwise reserves the right to apply technical protection measures in the Services. The Client is not permitted to circumvent these technical protection measures or to offer means for that purpose.

10 Privacy

10.1 If, in the context of the performance of the Services by Adwise, Personal Data of customers of the Client must be processed, Adwise may be regarded as a "processor" and the Client as a "controller" within the meaning of the General Data Protection Regulation (GDPR).

10.2 The Client guarantees to Adwise that the data is not unlawful and does not infringe the rights of third parties. The Client indemnifies Adwise against any (legal) claim by third parties, including supervisory authorities and data subjects, on any grounds whatsoever, in connection with the processing of this data in the context of the Agreement.

10.3 Under the legislation on the processing of Personal Data (such as the General Data Protection Regulation), the Client has obligations towards third parties, such as the obligation to provide information, as well as to give access to, correct and delete Personal Data of data subjects. The responsibility for complying with these obligations rests fully and exclusively with the Client. Where technically possible, Adwise will cooperate with the obligations to be fulfilled by the Client, including forwarding requests from third parties in the context of the obligations of the Client. The costs associated with this cooperation are fully borne by the Client.

10.4 Adwise will take (or have taken), maintain and, where necessary, adjust appropriate technical and organisational measures to secure the Personal Data to be processed on behalf of the Client in order to prevent unlawful processing. Adwise will not process the Personal Data obtained from the Client for its own purposes.

10.5 The Client will discuss with Adwise the appropriate technical and organisational measures to be taken to secure Personal Data against loss or any other form of unlawful processing.

10.6 The Client acknowledges that it is fully aware of the aforementioned measures to be implemented by Adwise and hereby declares that, taking into account the state of the art and the costs of implementation, these guarantee an appropriate level of security, given the risks involved in the processing and the nature of the data to be protected.

10.7 If, despite the fact that Adwise has implemented the agreed appropriate measures, a security incident occurs involving 1) destruction, 2) loss, 3) falsification, 4) unauthorised dissemination of and/or access to, or 5) any other form of unlawful processing of Personal Data, the Client cannot hold Adwise liable for any damage suffered by the Client as a result.

10.8 If the Client expressly requests measures which, in the opinion of Adwise, cannot be regarded as appropriate technical and organisational measures, they will be implemented entirely at the expense and risk of the Client. Adwise accepts no liability for any damage suffered by the Client or third parties.

10.9 The Client fully indemnifies Adwise against all third-party claims, including but not limited to fines imposed by supervisory authorities, which are in any way based on the assertion that the technical and organisational measures taken by Adwise as referred to in article 10.8 are not appropriate and/or otherwise not sufficient.

11 Confidentiality

11.1 The Parties will treat as strictly confidential and keep secret all information, facts and circumstances they obtain from each other, in whatever form - written, oral, electronic or tangible - including but not limited to software, (source) codes, programs, applications, customer data, know-how, technical specifications and documentation, during the term of the Agreement and for two (2) years after the end of the Agreement.

11.2 The Parties will only use this information for the purposes for which it was provided and will observe at least the same duty of care and safeguards that apply to their own internal confidential information. The Parties will only provide confidential information to employees and employees of affiliated companies and subcontractors to the extent necessary in the context of (the performance of) the Agreement. Corresponding confidentiality provisions must be imposed on such employees and subcontractors.

11.3 The confidentiality obligations regarding confidential information do not apply to the extent that the receiving Party can demonstrate that the information concerned:

- **a.** was already known to it at the time of receipt;
- **b.** was already publicly known at the time of receipt;
- **c.** has become publicly known after receipt without this being attributable to the receiving Party;
- **d.** was lawfully received from third parties together with the right to disclose it without any confidentiality obligation;
- **e.** must be provided on the basis of laws or regulations or pursuant to a court order, and the providing Party has informed the other Party of such mandatory disclosure;

f. has been made public with the approval of the providing Party.

11.4 Adwise reserves the right to use the name of the Client as a reference and to make it public as such.

12 Exclusivity and non-competition

12.1 For the duration of the Agreement and subject to the provisions of the agreement, the Client grants Adwise the exclusive right to carry out the assignment(s) awarded.

12.2 During the term of the Agreement and for one (1) year after its end, the Client will only employ, or otherwise have work for it directly or indirectly, employees of Adwise involved in the performance of the Agreement with the prior written consent of Adwise.

12.3 For each breach of the provision in the previous paragraph, the Client forfeits an immediately payable penalty of € 50,000 (fifty thousand euros) per breach, or € 1,000 (one thousand euros) per day for each day the breach continues, without prejudice to the statutory right of Adwise to claim damages. These damages explicitly include any legal costs and other costs incurred by Adwise to (have) establish(ed) the breach and to establish liability.

13 Liability

13.1 Except in the case of intent or deliberate recklessness on the part of Adwise, the total liability of Adwise for an attributable failure in the performance of the Agreement, a tort or on any other grounds, expressly including any failure to fulfil a warranty obligation agreed with the Client, is limited to compensation of the direct damage suffered by the Client up to a maximum of the amount invoiced to the Client under the (partial) assignment(s) relating to the Agreement (excluding VAT and excluding media costs). If the Agreement is a continuing agreement with a term of more than one year, the fee stipulated for the agreement is set at a maximum of 50% of the total fees stipulated for one year (excluding VAT and excluding media costs). In no event, however, will the total liability of Adwise for direct damage, on any grounds whatsoever, exceed € 250,000 (two hundred and fifty thousand euros). A series of related failures is regarded as one failure.

13.2 The liability of Adwise for damage resulting from death, bodily injury or material damage to property will never exceed a total of € 1,000,000 (one million euros).

13.3 The liability of Adwise for indirect damage, consequential damage, reputational damage, lost profits, missed savings, reduced goodwill, damage due to business interruption, damage resulting from claims by customers of the Client, damage in connection with the use of goods, materials or software of third parties prescribed by the Client to Adwise, or with the engagement of third parties prescribed by the Client to Adwise, is excluded. The liability of Adwise for mutilation, destruction or loss of data or documents is also excluded.

13.4 Adwise is not liable for damage covered by any insurance taken out by the Client.

13.5 The exclusions and limitations of the liability of Adwise as described in the preceding paragraphs of this article are entirely without prejudice to the other exclusions and limitations of liability of Adwise under this general section of these Terms and the Annex(es).

13.6 Unless performance by Adwise is permanently impossible, the liability of Adwise for an attributable failure in the performance of an Agreement only arises after the Client has promptly given Adwise notice of default in writing, setting a reasonable period for subsequent performance, and Adwise still attributably fails to fulfil its obligations after that period. The notice of default must contain as complete and detailed a description of the failure as possible, so that Adwise is given the opportunity to respond adequately.

13.7 A condition for any right to compensation to arise is always that the Client reports the damage to Adwise in writing as soon as possible, but in any event within fourteen (14) days after it has arisen. If Adwise is not notified within the aforementioned period, Adwise will be released from all liability in connection with such damage. Any claim for damages against Adwise lapses by the mere expiry of twelve (12) months after the claim arose.

13.8 The use of the Services by the Client is entirely at the Client's own risk and responsibility. Adwise accepts no liability for the use of the Services by the Client. The Client indemnifies Adwise against third-party claims in connection with the performance of the Agreement and/or arising from the use of the Services by the Client.

13.9 The Client indemnifies Adwise against all third-party claims for product liability as a result of a defect in a product or system supplied by the Client to third parties that consisted partly of equipment, software or other materials supplied by Adwise, unless and to the extent that the Client proves that the damage was caused by that equipment, software or other materials.

13.10 The provisions of this article, as well as all other limitations and exclusions of liability stated in these Terms, also apply for the benefit of all (legal) persons whom Adwise engages in the performance of the Agreement.

14 Force majeure

14.1 In the event of force majeure, there is no attributable failure in the performance of the Agreement by the Parties.

14.2 Force majeure includes, among other things, interruptions in the supply of electricity, strikes, excessive absenteeism of employees due to illness, riots, government measures, fire, natural disasters, floods, failures of suppliers of Adwise, failures of third parties engaged by the Parties, disruptions in the internet connection, disruptions in equipment and/or (telecommunication) networks and other unforeseen circumstances over which Adwise has no control.

14.3 If the force majeure continues for at least thirty (30) days, the Parties are entitled to dissolve the Agreement in whole or in part, without being obliged to pay any damages, undo performance or provide compensation in respect of this dissolution.

14.4 If, at the time of the force majeure, Adwise can still partially perform or has partially performed, it is entitled to perform this performance and invoice it separately, as if it were a separate Agreement.

15 Transfer of rights and obligations

15.1 The rights and obligations under the Agreement may be (sub)licensed and/or transferred to third parties by Adwise. The Client is not authorised to do so.

16 Complaints procedure

16.1 Any complaint regarding the performance or non-performance of any assignment(s) included in the Agreement must be submitted by the Client to Adwise in writing within fourteen (14) days of its appearance and/or publication, failing which any claim lapses.

16.2 Adwise will endeavour to handle the complaint reported in accordance with the previous paragraph as well as possible.

16.3 Submitting a complaint does not affect the other obligations of the Client.

17 Settlement and mediation

17.1 If a dispute between the Parties cannot be settled amicably, the dispute will, before being submitted to the court, be submitted to authorised representatives of the Parties in order to explore the possibilities of a settlement.

18 Governing law

18.1 All agreements between Adwise and the Client to which these Terms apply are governed exclusively by Dutch law.

18.2 The applicability of the Vienna Sales Convention (CISG) is expressly excluded.

18.3 All disputes relating to agreements between Adwise and the Client to which these Terms apply will - unless Adwise chooses otherwise - be settled, to the exclusion of all other courts, by the competent court in the district in which Adwise has its registered office.

19 Filing of the terms

19.1 These Terms have been filed with the Chamber of Commerce in Enschede under number 08137396.

19.2 The latest filed version, or the version that applied at the time the agreement was concluded, always applies.

ANNEX

Consultancy

1 Applicability

1.1 The provisions in this Annex apply, in addition to the General Terms and Conditions, to Services in the field of consultancy and/or training to be purchased by the Client from Adwise, or the hiring of professionals on an hourly basis with a best-efforts obligation, hereinafter referred to as "Consultancy".

2 Consultancy

2.1 All Consultancy services provided by Adwise will be performed under the provisions of the Agreement.

2.2 In performing the Services, Adwise will exercise the greatest possible care with regard to the interests of the Client. In particular, Adwise will ensure the confidentiality of all data and information made available to Adwise by the Client in the context of the Agreement.

2.3 If the Agreement has been entered into with regard to Consultancy services to be provided by a specific person, Adwise is always entitled to replace this person with one or more other, equally qualified, person(s).

2.4 To the extent that the Consultancy services are provided at the Client's premises, the Client will provide an adequate and safe workplace. The Client will ensure that employees of Adwise are informed of any local health and safety regulations.

2.5 The Client will ensure that its employees and other independent contracting parties fully cooperate with (employees of) Adwise in connection with the provision of Consultancy services and provide (employees of) Adwise adequately with all information reasonably required for the proper provision of the Consultancy services.

3 Rates and working hours

3.1 The hourly or daily rate applied by Adwise for Consultancy services is based on working days of eight hours. The Client will reimburse Adwise for the travel expenses and any other expenses incurred in providing such services.

3.2 The Client may also order training courses from Adwise (scheduled sessions on location at Adwise or on-site) at rates and on days as laid down in the Agreement.

4 Liability

4.1 In addition to article 13 of the General Terms and Conditions, except in the case of intent or deliberate recklessness on the part of Adwise, Adwise cannot be held liable in any way for the Consultancy services provided and their possible consequences.

ANNEX

Development

1 Applicability

1.1 The provisions in this Annex apply, in addition to the General Terms and Conditions, if Adwise develops a website (hereinafter: "Website") or application (hereinafter "App") on behalf of the Client, and/or performs a related service (hereinafter "Service"). This includes, but is not limited to, webshops, websites, commerce platforms, portals, 'my' environments and integrations. The other capitalised terms in this Annex are defined in the General Terms and Conditions.

2 Development of websites and/or apps

2.1 Adwise will endeavour to develop the Website and/or App or to perform the Service in accordance with the specifications included in the Agreement.

2.2 Adwise has the right to require written approval of a design and/or concept of the Website and/or App and/or Service before starting development, and to suspend development and charge the Client any costs resulting from the delay at the customary rates until this approval has been received.

3 Rights of the client

3.1 Unless otherwise provided in the Agreement, Adwise grants the Client the non-exclusive, non-transferable and non-sublicensable right to use the Website and/or App and/or Service.

3.2 Unless agreed otherwise in writing, the source code of the Website and/or App and/or Service and the technical documentation used or produced in the development of the Website and/or App and/or Service will never be made available to the Client.

3.3 The Client is at all times itself responsible for the use of the Website and/or App and/or Service. The Client is not permitted to use the Website and/or App and/or Service for acts and/or conduct contrary to the Agreement, applicable laws and regulations, public order, morality or in any other unlawful manner. The Client indemnifies Adwise against all third-party claims and other damage in respect of a breach of the foregoing.

3.4 If the IP Rights in (part of) the Website and/or App and/or Service belong to licensors of Adwise, the Client may be bound by the licence provisions and conditions of these third parties, including - but not limited to - content management software or restrictions regarding the issuing of licences, which may affect the provisions of paragraph 1 of this article.

4 Delivery, installation and acceptance

4.1 Adwise will endeavour to deliver the Website and/or App and/or Service in the manner specified in the Agreement.

4.2 If an acceptance test has been agreed, the Website and/or App and/or Service is deemed accepted on the first day after the test period or, if Adwise receives a test report as referred to in paragraph 5 before the end of the test period, at the moment the errors stated therein have been remedied, notwithstanding the presence of errors which, under paragraph 8, do not prevent acceptance.

4.3 By way of derogation from the foregoing, if the Client makes the Website and/or App and/or Service public or otherwise uses it for production or operational purposes before the moment of acceptance, it will be deemed fully accepted from the start of that use.

4.4 If, during the performance of the agreed acceptance test, it becomes apparent that the Website and/or App and/or Service contains errors that hinder the progress of the acceptance test, the Client will inform Adwise of this in writing and in detail, in which case the test period is interrupted until the Website and/or App and/or Service has been adjusted in such a way that this obstacle has been removed.

4.5 If, during the performance of the agreed acceptance test, it becomes apparent that the Website and/or App and/or Service contains errors, the Client will inform Adwise of the errors by means of a written and detailed test report no later than the last day of the test period. Adwise will use its best efforts to remedy reported errors within a reasonable period, and Adwise is entitled to apply temporary solutions, program workarounds or problem-avoiding restrictions in the Website and/or App.

4.6 The Client may not withhold acceptance of the Website and/or App and/or Service on grounds other than those relating to the specifications expressly agreed between the Parties, and/or because of the existence of minor errors that do not reasonably prevent the Website and/or App and/or Service from being put into use, without prejudice to the obligation of Adwise to remedy these minor errors under the warranty scheme of article 5 of this Annex, if applicable.

4.7 Adwise is not obliged to remedy any errors as referred to in paragraph 5 and paragraph 6 if they arose as a result of:

- **a.** a modification of the Website and/or App and/or Service, of whatever nature, not made by Adwise;
- **b.** the use of the Website and/or App and/or Service in a manner not permitted under the Agreement;
- **c.** incorrect use of the Website and/or App and/or Service, whether or not by the Client; or
- **d.** input errors or errors related to the data used by the Client.

4.8 If the Website and/or App and/or Service is delivered and tested in phases and/or parts, the non-acceptance of a particular phase and/or part does not affect any acceptance of an earlier phase and/or another part.

5 Warranties

5.1 For a period of three (3) months after delivery or, if an acceptance test has been agreed, three (3) months after the end of the test period, Adwise will remedy any defects in the Website and/or App and/or Service accepted by the Client free of charge, if and to the extent that the Client has notified Adwise of these defects in writing within that period.

5.2 After the warranty period stated in the previous paragraph of this article has expired, Adwise will charge costs for performing (repair) work, unless agreed otherwise in writing.

5.3 Unless agreed otherwise in writing, Adwise does not guarantee that the Website and/or App and/or Service functions (properly) in combination with all software (including web browsers) and/or equipment, or that the Website and/or App and/or Service functions and/or is accessible without disruptions, interruptions or other errors.

5.4 If Adwise delivers to the Client a Website and/or App and/or Service that Adwise has obtained from its suppliers, Adwise is not obliged to provide a more extensive warranty to the Client than Adwise can claim from its supplier.

ANNEX

Advertising

1 Applicability

1.1 The provisions in this Annex apply, in addition to the General Terms and Conditions, to Services in the field of online Advertising and campaign management to be purchased by the Client from Adwise, with the exception of non-Advertising related services, including but not limited to work in the field of Consultancy, hereinafter referred to as "Advertising".

2 Forecasts and advice

2.1 To the extent that Adwise has made forecasts in advance, in a media plan or otherwise, about possible results of advertising campaigns, these are only estimates and do not bind Adwise.

2.2 The Annex entitled 'Consultancy' applies to non-Advertising related services, including but not limited to work in the field of Consultancy.

3 Obligations of the client

3.1 The Client will provide all cooperation reasonably required by Adwise and will provide Adwise in good time with all information reasonably necessary for the performance of the Agreement, including information on legislation and regulations specific to the Client's sector that Adwise must observe, including information on advertising bans and information obligations.

3.2 If the Client - whether or not through third parties - supplies advertising material to Adwise, the Client guarantees that this advertising material has always been drawn up in accordance with applicable laws and regulations, including - but not limited to - the Dutch Advertising Code (Nederlandse Reclame Code), and the Client also guarantees that this advertising material does not infringe (IP) rights of third parties. If this is not the case, the Client indemnifies Adwise against all third-party claims and other damage resulting from it.

3.3 If the Client - whether or not through third parties - supplies advertising material to Adwise, the Client guarantees that this advertising material meets the technical specifications communicated in advance by Adwise to the Client, is free of technical defects and is sufficiently suitable for the placement of measurement systems. If this is not the case, the Client indemnifies Adwise against all third-party claims and other damage resulting from it.

3.4 All orders of the Client relating to Advertising must be paid, and revocation or cancellation is not possible. Media spends (advertisements) through Adwise are invoiced monthly in arrears on the basis of actual use, with the invoices of the media partners being decisive. Spends are exclusive of a 5% service fee for (pre)financing, risk coverage and (administrative) services. The payment term is 14 days, and if payment has not been received after 30 days, Adwise has the right to put running campaigns/media spends on hold. Media spends are estimated in advance in consultation with the client and/or in accordance with the roadmap. Media budget paid by the Client for spends relating to placed advertisements cannot be returned to the Client and the Client cannot be credited for it.

3.5 The Client is obliged to fulfil all obligations towards third parties, to the extent that these affect the performance of the Agreement by Adwise.

4 Obligations of Adwise

4.1 At the request of the Client, Adwise will specify within a reasonable period after spending the budget made available by the Client for Advertising which part of the budget has been spent on the purchase of media and which part on campaign management costs.

4.2 If Adwise independently draws up advertising material on behalf of the Client, Adwise guarantees that the advertising material complies with applicable laws and regulations and does not infringe (IP) rights of third parties, whereby any liability of Adwise lapses if the Client, contrary to the provisions of article 3 paragraph 1 of this annex, has provided no, incorrect or incomplete information.

5 Access to third-party accounts

5.1 To the extent necessary for the performance of the Agreement, the Client provides Adwise with all information required for read-only access to accounts with third parties/service providers.

5.2 Adwise will comply with reasonable instructions and guidelines provided by the Client regarding the use of the Client's accounts with third parties/service providers. However, Adwise only has obligations towards the Client and is in no way liable towards these third parties.

5.3 To the extent that the Client uses accounts of Adwise with third parties/service providers, the Client always strictly follows the instructions provided by Adwise in this regard, including - but not limited to - payment terms. The Client is liable for and indemnifies Adwise against all damage resulting from the Client's failure to comply, or to comply in time, with these instructions.

6 Cookies and analytics data

6.1 To the extent that the activities of the Client, or of the party with which agreements are concluded on behalf of the Client in the context of Advertising, involve placing and reading information on the terminal equipment of end users (hereinafter: Cookies), the Client acknowledges that it is fully responsible for complying with all applicable legislation when placing and reading Cookies or otherwise collecting analytics data, and acknowledges that no responsibility whatsoever rests with Adwise in this context.

6.2 The Client guarantees that the Client always acts fully in accordance with all applicable laws and regulations relating to Cookies, including - but not limited to - the Dutch Telecommunications Act (Telecommunicatiewet). In particular, the Client guarantees, in accordance with applicable laws and regulations, not to place or read (or have placed or read) any Cookies before the Client has obtained sufficient consent from the end user, and to provide end users with sufficient information in the form of a cookie policy before the Client proceeds to place and read Cookies. The Client will always (be able to) demonstrate this sufficiently in writing at the request of Adwise.

6.3 The Client is liable for all damage suffered or yet to be suffered by Adwise as a result of non-compliance with this article 6 and/or breach by the Client of applicable laws and regulations, and fully indemnifies Adwise against all third-party claims, including - but not limited to - fines imposed by supervisory authorities, that result from and/or are related to a breach of this article by the Client.

7 Measurements

7.1 The calculation of the agreed fees is based on the administration and measurement systems of Adwise, unless a higher calculation follows from the measurement systems of the Client, in which case the measurement systems of the Client will be used.

7.2 In the event of an interruption, suspected manipulation of the measurement systems or a deviation of more than 10% between the measurement systems of Adwise and the Client, Adwise is entitled to calculate the fee due on the basis of reasonably estimated measurement results, whether or not based on previous measurement results.

8 Miscellaneous

8.1 Surcommissions (Surcos), amounts still to be received (NTOs), other discounts and/or volume discounts accrue to Adwise.

8.2 Adwise is in no way liable for any damage resulting from advertisements placed on behalf of the Client.

ANNEX

Hosting

1 Applicability

1.1 The provisions in this Annex apply, in addition to the General Terms and Conditions, if Adwise, on behalf of the Client, stores and transmits information via and/or provides access to a communication network, hereinafter referred to as: "Hosting".

2 Availability of hosting services

2.1 The Client is responsible for the availability of the equipment and software, connections and other preconditions on the Client's side to enable access to the system.

2.2 Arrangements regarding service levels will be laid down in a Service Level Agreement (SLA).

2.3 Adwise will endeavour to enable the most uninterrupted possible use of the Hosting services.

2.4 Adwise is not liable for the non-availability or reduced availability of the Hosting services as a result of power failure or power disruption, disruptions in telecommunications or the internet, defects in the equipment or software of the Client and all other causes beyond the control of Adwise.

2.5 Adwise has the right to (temporarily) take the Hosting services out of service or to restrict their use for the purpose of maintenance work or adjustments to the system and will inform the Client of this in advance. In that case, the Client is not entitled to compensation.

2.6 If the permitted data traffic and the permitted disk space are exceeded, Adwise is entitled to charge reasonable additional costs for this without further notice.

2.7 If, after the end of the term of the Agreement, the Client does not wish to extend the cooperation with Adwise, Adwise will cooperate with the transfer to third parties, at the rates of Adwise applicable for this.

3 Obligations of the client

3.1 The Client is expressly prohibited from disseminating information or offering facilities or functionalities through or via websites hosted by Adwise, if and to the extent that this information is contrary to:

- **a.** applicable laws and regulations, including regulations of self-regulatory bodies;
- **b.** the Agreement; or
- **c.** reasonable guidelines and instructions given by Adwise.

3.2 With regard to the information to be made public by the Client and its use of the internet, the Client will at all times behave as may be expected of a careful user. To this end, the Client will, among other things, comply with all statutory regulations and observe "netiquette", and will refrain from conduct contrary to morality or public order, spamming, infringement of IP Rights of third parties, disclosure or dissemination of (child) pornography, sexual harassment or otherwise harassing third parties, infringement of the privacy of third parties or damaging the honour or reputation of third parties, hacking, carrying out DDoS or other attacks, and distributing viruses, worms or other programs that may cause damage to individual systems or disrupt the functioning of the internet.

3.3 The Client is obliged to use the Hosting services in such a way that the proper functioning of the communication network is not impeded and other clients are not impeded in their use of the Hosting services.

3.4 If the Client does not comply with the foregoing and/or if Adwise receives a report from third parties that this is the case, Adwise is entitled to suspend or discontinue the Hosting services without further notice, block connections or remove content. In cases where this is justified given the seriousness of the breach, Adwise is entitled to terminate the Agreement with immediate effect. Such suspension, discontinuation, blocking, removal and/or termination does not entitle the Client to compensation from Adwise.

3.5 The Client indemnifies Adwise against all claims and demands of third parties, including but not limited to claims relating to information and/or data made public by or via the websites of the Client and claims of supplier(s) of Adwise arising from the Client's failure to fulfil any of its obligations under the Agreement, more specifically under this article.

Create.
Accelerate.
Disrupt.

adwise
YOUR DIGITAL BRAIN