

## GENERAL TERMS AND CONDITIONS OF PREVOLUTION COMMUNICATIONS

These General Terms and Conditions apply to all offers, assignments, agreements and commitments between Prevolution Communications and its counterparty, hereinafter referred to as: "the Client", as well as to all work carried out by Prevolution Communications as a result thereof, unless the parties have expressly agreed otherwise in writing.

### Article 1: Definitions

**1.1 Client:** the natural or legal person with whom Prevolution Communications has concluded the contract/order for the supply of products and/or services.

**1.2 Assignment:** any mutual acceptance or agreement, confirmed in writing or by email, for the delivery of/to one or more products or services of Prevolution Communications or the request of the Client to Prevolution Communications to perform certain work, whether or not for payment.

**1.3 Estimate:** a document drawn up by Prevolution Communications describing and estimating the work and the costs associated with that work, without any obligation and by electronic means.

**1.4 Documents:** all materials, information or data provided by the Client to Prevolution Communications.

1.5 Prevolution Communications expressly rejects the general terms and conditions of the Client, by whatever name, unless expressly agreed otherwise in writing.

1.6 The present terms and conditions shall also apply to agreements concluded with Prevolution Communications for the execution of which third parties should be engaged by Prevolution Communications.

1.7 Any stipulations deviating from these general terms and conditions, including those included in the general terms and conditions used by the Client and/or in the conditions used by third parties, shall not be binding on Prevolution Communications, unless otherwise agreed in writing.

### Article 2: Agreement/Assignment

2.1 An agreement shall be deemed to have been concluded only when the offer is accepted by the Client. The acceptance by the Client shall be effected by approval through the administration system of Prevolution Communications or by a written or electronic agreement.

2.2 The Client must notify Prevolution Communications in writing of any changes to the contract/assignment in a timely manner. If the latter fails to do so, incorrect implementation of the changes shall be for the account and risk of the Client. Amendments to the contract/assignment shall be effective by and from the acceptance thereof by Prevolution Communications, which acceptance may be evidenced by, among other things, the implementation of the desired amendments. If the amendments or additions to the agreement/assignment have financial and/or qualitative consequences, Prevolution Communications shall be

entitled to charge the costs thereof to the Client. Prevolution Communications shall inform the Client thereof in advance.

2.3 If no agreement/assignment is concluded on the basis of the offer/quotation, the offer/quotation and all related documents shall immediately be returned to the address of Prevolution Communications by the Client at its first request and at its expense and risk.

2.4 The agreement/assignment between Prevolution Communications and the Client shall be entered into for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.

2.5 If no definite duration has been agreed with regard to the cooperation and it has lasted longer than six months, a notice period of at least six months must be observed. Notice of termination must be given by registered letter. During this period of notice, the Customer shall be bound to fulfill his payment and other obligations towards Prevolution Communications as if there had been no question of termination.

2.6 If a period has been agreed or given for the execution of certain activities or the delivery of certain products, this shall be an indicative period and shall never be a deadline. If a period is exceeded, the Client must therefore give Prevolution Communications written notice of default. Prevolution Communications should then be given a reasonable period to carry out the agreement as yet.

### Article 3: Rights and obligations between Prevolution Communications and the Client

3.1 Prevolution Communications shall perform the agreed work to the best of its understanding and ability and in accordance with the agreement/assignment. The agreement/assignment expressly concerns a best-efforts obligation on the part of Prevolution Communications. Prevolution Communications cannot guarantee that the purpose or intended result that the Client intends to achieve with the Assignment will be achieved.

3.2 If and to the extent required for the proper performance of the agreement/assignment, Prevolution Communications shall be free to have certain work carried out by third parties. The applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.

3.3 The client warrants the accuracy, completeness and reliability of the documents provided, even if they originate from third parties. The client shall indemnify Prevolution Communications against any damage resulting from incorrect or incomplete documents.

3.4 If the requested data are not provided to Prevolution Communications in time, Prevolution Communications shall be entitled

to suspend the work on the execution of the contract/assignment and/or to charge the Client for the losses resulting from the delay in accordance with the usual rates.

3.5 If Prevolution Communications, and/or any third parties engaged by it, carries out work at the customer's location, the customer shall provide (free of charge) the reasonable facilities required for carrying out the work. The Client shall ensure that the employees of the Client involved in the execution of the agreement/assignment are sufficiently available and deployable.

3.6 Prevolution Communications shall be entitled to execute the agreement/assignment in several phases and to invoice the part thus executed separately.

3.7 If, during the execution of the contract/assignment, it becomes apparent that it is necessary to change or supplement it, the parties will make adjustments to the contract in good time and in mutual consultation.

3.8 As soon as the work has been completed and can therefore be delivered, Prevolution Communications shall notify the Client accordingly.

### Article 4: Estimate/Quote

4.1 All offers made by Prevolution Communications are without obligation, unless expressly stated otherwise by Prevolution Communications in writing or by e-mail. The prices stated in the estimate are exclusive of VAT and other government levies.

4.2 Quotations by Prevolution Communications are valid for 30 days, unless otherwise indicated. Quotations may be subject to change due to unforeseen changes in the work.

4.3 Costs incurred or to be incurred in connection with the execution of the agreement/assignment will be charged to the Client, insofar as these costs have not been paid directly by the Client. This concerns costs to third parties.

4.4 If the amount invoiced by Prevolution Communications to the Client exceeds the amount stated in the quotation/offer by a percentage of up to 10%, this excess shall be considered by the Parties as a budget risk, which risk shall be borne by the Client. Prevolution Communications shall not be obliged to inform the Client of this.

4.5 In the event of additional work ordered by the Client, Prevolution Communications shall inform the Client in writing of the costs involved. It is then up to the Client to accept this offer through the administration system of Prevolution Communications, either in writing or electronically.

**Article 5 Prices**

5.1 Prevolution Communications shall determine the price on the basis of its hourly rate, the hours spent on the contract/assignment and the costs incurred in carrying out the contract/assignment. All prices and cost estimates used by Prevolution Communications are exclusive of VAT and exclusive of any travel, shipping, transport and postage costs.

5.2 Prevolution Communications' price is not dependent on the outcome or result of the services performed by Prevolution Communications.

5.3 Prevolution Communications shall be entitled to pass on to the Client any price changes that have occurred after the quotation was issued, such as wages and/or increases in the prices of third parties engaged by Prevolution Communications for the execution of (part of) the contract/assignment. Such an increase may only be charged to the Client if it has been communicated before the effective date. Prevolution Communications may also increase the fees if, during the execution of the work, the amount of work originally agreed upon or expected is underestimated to such an extent, and this is not attributable to Prevolution Communications, that Prevolution Communications cannot reasonably be expected to perform the agreed work for the amount of fees originally agreed upon.

5.4 Prevolution Communications shall be entitled to adjust the price for the services provided by it in the event of changes to the agreed project proposal or quotation, including with regard to the design, functionality, implementation, method, scope, analysis and/or reporting that take place in consultation with or at the request of the Client.

5.5 Prevolution Communications shall be entitled to charge the Client for additional additions, tests, discussions and/or implementations that take place at the request of the Client.

5.6 Prevolution Communications shall be entitled to commission third parties on behalf of and at the expense of the Client if third parties are engaged at the request of the Client and/or if, in the opinion of Prevolution Communications, this is useful or necessary for the execution of the agreement/assignment or follows from the nature of the agreement/assignment.

5.7 If Prevolution Communications engages third parties in the execution of the contract/assignment in its own name, Prevolution Communications shall charge the Client for the goods and/or services supplied by the third party, possibly increased by an agreed agency fee.

5.8 If and insofar as any conditions used by a third party engaged in the execution of a contract/assignment apply and/or if such third party is bound by conditions or regulations that apply to the legal relationship between such third party and Prevolution Communications, Prevolution Communications may also invoke such conditions and/or relevant regulations against the Client. In all other respects, the present general terms and conditions shall continue to apply in full to the legal relationship between the Parties.

**Article 6: Payment**

6.1 Unless expressly agreed otherwise, payment shall be made without discount or set-off within 14 days of the invoice date at the latest by transferring the amount due to a bank account to be designated by Prevolution Communications. The term of payment is a strict deadline. The Client shall not be entitled to suspend any payment obligation.

6.2 Prevolution Communications may require an advance payment when entering into the contract/assignment. The advance payment shall be stated in the quotation and/or assignment. The client is obliged to pay the advance payment, unless otherwise agreed in writing.

6.3 If payment is not made in time, Prevolution Communications shall be entitled to suspend its work.

6.4 All costs, including but not limited to judicial and extrajudicial costs incurred by Prevolution Communications with respect to the collection of amounts due, shall be borne by the Client. The extrajudicial costs shall be at least 15% of the principal amount with a minimum of € 500 per case/invoice.

6.5 A payment made by the Customer will first be applied to reduce all costs and interest owed and finally to reduce the longest outstanding invoices.

6.6 If payment is not made within the period specified in paragraph 6.1, the Customer will be in default by operation of law (without notice of default being required); the Customer will owe interest of 2% per month on the amount due and payable from the moment that the Customer is in default. For the purpose of calculating the interest, a part of the month shall count as a whole month.

6.7. Prevolution Communications shall further be entitled to charge all costs, including all judicial and extrajudicial costs, which must be incurred to secure the collection of the monies due.

6.8. Prevolution Communications may request the Client to provide security for the fulfilment of its obligations under the Agreement at the time of entering into and/or at the time of the Agreement/assignment. Such security may be provided, inter alia, by paying an advance invoice or providing a bank guarantee. Prevolution Communications may also stipulate that, before starting the work, the invoice for the agreed work must be paid.

**Article 7: Suspension, dissolution and early termination of the agreement**

7.1 If the Client does not comply, does not comply properly or does not comply on time with any obligation arising for it under this or any other agreement/assignment entered into with Prevolution Communications, the Client shall be deemed to be in default by operation of law and Prevolution Communications shall, at its option, be entitled at all times

to suspend the agreement/assignment in whole or in part, or to declare the agreement/assignment dissolved in whole or in part, or to claim performance, without prejudice to Prevolution Communications' claims for compensation. In that case, Prevolution Communications shall also be authorized to cancel all other current transactions with the Client, insofar as not yet carried out, under the same conditions. All such cases shall always result in all amounts owed to Prevolution Communications becoming due and payable.

7.2 Prevolution Communications shall be entitled to terminate the contract/assignment, in whole or in part, with immediate effect and without any notice of default and without judicial intervention being required, by means of a written notification to the Client, in the event of suspension of payments, bankruptcy, receivership or administration and/or closing down or liquidation of the Client, and also if any attachment is levied on the Client.

7.3 During force majeure, the obligations of Prevolution Communications shall be suspended. If the period in which fulfilment of the obligations by Prevolution Communications is not possible because of force majeure lasts longer than 2 months, both parties shall be authorized to dissolve the agreement without any obligation to pay compensation.

7.4. If Prevolution Communications proceeds with suspension or dissolution, it shall not be obliged in any way to compensate for damage and costs caused by this in any way.

7.5 In case of a contract/assignment for an indefinite period, both parties may terminate the contract. In case of an agreement/assignment for a definite period of time, both parties may also cancel the agreement/assignment, in deviation from the law. A reasonable notice period must be observed for termination, which may depend on the agreement/assignment.

7.6 If, at the time of the dissolution or termination referred to in the preceding paragraphs of this article, Prevolution Communications has already delivered services for the benefit of the Client and in execution of the contract/assignment, it shall be entitled to separately invoice the services already delivered or deliverable, and the Client shall be obliged to pay this invoice as if it were a separate contract. Amounts invoiced prior to the dissolution or termination of the agreement in connection with work already performed or delivered in execution of the agreement shall remain due in full with due observance of the foregoing and shall become immediately payable at the time of dissolution or termination.

**Article 8: Force Majeure**

8.1 In the event of force majeure and other circumstances of such a nature that, in all reasonableness, Prevolution Communications cannot be expected to comply with the order (on time), Prevolution Communications shall be entitled, at its sole discretion, to change the order in such a way that its execution will be possible or to extend the period of execution by a period of time equal to the duration of the aforementioned circumstances or to terminate the contract in whole or in part.

8.2 The circumstances referred to above in paragraph 8.1 shall also include fire, blockade, business interruption, power failure, extreme temperature fluctuations,

natural disasters, confiscation, strikes or work stoppages and the event that Prevolution Communications, irrespective of the reason, is not enabled to carry out the contract by staff and materials - whether or not from third parties - used by Prevolution Communications in the execution of the contract.

#### **Article 9: Complaints**

9.1 The Customer must commit to examine the work performed (or have it examined) after its completion. In doing so, Client should check whether the work performed complies with the agreement/assignment.

9.2 Complaints, of any nature whatsoever, regarding the execution of any obligation under the agreement/assignment entered into by the parties must be clearly described and well-founded, as soon as possible, but in any case within 8 (eight) working days after receipt of the (partial) invoice, after termination of the (partial) agreement/assignment or after detection, by the Client to Prevolution Communications in writing, at the risk of forfeiting any claim. After the expiry of the aforementioned term, complaints shall no longer be dealt with and the Client shall have forfeited its rights in this respect, unless the term is unreasonably onerous in the case in question.

9.3 If a complaint is well-founded, Prevolution Communications shall be given the opportunity to perform the Work again. Prevolution Communications will only be liable within the limits of Article 10 if it is no longer possible to carry out the work after all according to objective standards.

9.4 Even if the Client complains in time, its obligation to pay and take delivery of the work will remain.

#### **Article 10: Liability**

10.1 Prevolution Communications has a best-efforts obligation and no obligation to achieve a result.

10.2 If Prevolution Communications is liable for any damage, the liability of Prevolution Communications shall be limited to a maximum of one time the invoice value of the order(s), at least to that part of the order(s) to which the liability relates, up to a maximum of €1,000.

10.3 Prevolution Communications shall not be liable for any damage of whatever nature arising from the fact that Prevolution Communications has relied on incorrect and/or incomplete information provided by the Client.

10.4 Prevolution Communications shall at most be liable for direct damage.

10.5 Direct damage shall be understood to mean only the reasonable costs incurred to establish the cause and extent of the damage, insofar as the establishment relates to damage within the meaning of these general conditions, any reasonable costs incurred to have the defective performance of Prevolution Communications satisfy the agreement/assignment, insofar as they can be attributed to Prevolution Communications, and reasonable costs incurred to prevent or limit the damage, insofar as the Client proves that these costs have resulted in a limitation of the direct damage as referred to in these general conditions.

Prevolution Communications shall never be liable for indirect losses, including consequential losses, loss of profit, lost savings and losses due to business interruption.

10.6 If Prevolution Communications has been authorized by the Client to incur expenses to third parties for the execution of the contract/assignment, the Client shall be liable for such expenses at all times.

#### **Article 11: Retention of title**

11.1 The ownership of products, services, advice and campaigns shall remain with Prevolution Communications until the Customer has fulfilled all obligations arising from all agreements/assignments entered into with Prevolution Communications, including the obligations arising from non-fulfilment of these agreements/assignments. Goods that are subject to retention of title by Prevolution Communications may not be resold and may not be used as a means of payment.

#### **Article 12: Industrial and intellectual property**

12.1 Unless otherwise agreed, Prevolution Communications shall retain the copyrights as well as all other rights of industrial or intellectual property to the ideas, concepts, designs and quotations/offers provided by it. These are and shall remain the property of Prevolution Communications and may not be copied, shown to third parties or used in any other way without its express prior written consent, regardless of whether Prevolution Communications has charged any costs for this. The Client shall be obliged to return these items to Prevolution Communications upon first request under penalty of a fine of €1,000 per day.

12.2 Prevolution Communications may transfer the copyright and all other rights of industrial or intellectual property to the Customer. With regard to this transfer, a fee may be/was agreed.

12.3 All material produced by Prevolution Communications may not be edited or incorporated into products other than those for which it was originally intended or created without the express permission of Prevolution Communications.

#### **Article 13: Privacy and data protection**

13.1 The responsibility for the data processed through the use of the services of Prevolution Communications lies entirely with the Client.

13.2 The Client warrants to Prevolution Communications that the content, use and/or processing is not unlawful and does not result in any infringement of third party rights.

13.3 The Client shall indemnify Prevolution Communications against any legal action by third parties, on any grounds whatsoever, in connection with these data or the execution of the agreement/assignment.

#### **Article 14: Dispute resolution and applicable law**

14.1 All disputes in connection with agreements between Prevolution Communications and the Client, to which these conditions apply and which do not fall within the jurisdiction of the sub-district court, shall be settled by the competent court in the district where Prevolution Communications has its registered office.

14.2 The legal relationship between Prevolution Communications and the Client shall be governed by Dutch law to the exclusion of any other law. Disputes shall be adjudicated in the first instance exclusively by the Court of First Instance in the Netherlands.

#### **July 2021**

These General Terms and Conditions are a translation of the “Algemene Voorwaarden Prevolution Communications” and available for download at [www.prevolution.nl/terms-conditions](http://www.prevolution.nl/terms-conditions). In the event of any difference between these two Terms and Conditions, the Dutch text will prevail.