

General terms and conditions for advertisers

Definitions

In these general terms and conditions the following definitions apply:

Affiliprint: the private company Affiliprint B.V. with its registered office and principal place of business in (1314 CH) Almere at the P.J. Oudweg 5. Affiliprint is engaged in providing all forms of marketing services, mediating in promotional campaigns, creating and carrying out promotional campaigns, performing work as a full-service advertising agency as well as consultancy work and providing IT services.

Advertiser: the (legal) person or partnership that wishes to use Affiliprint's services, including but not limited to:

- producing printed promotional material, including but not limited to discount coupons, gift cards and vouchers (optional);
- providing the promotional material to (a part of) the Affiliprint relationship network (optional);
- distributing the promotional material among customers of (the selected part of) the Affiliprint relationship network.

Publishers: Affiliprint's business partners who distribute the promotional material to customers.

Media plan: the contract for services with which the Advertiser orders Affiliprint to provide a campaign or promotional campaign.

Order confirmation: the confirmation with which the independent orders in the Media plan are determined and agreed upon by the Advertiser and Affiliprint.

1. Assignment

- 1.1. These general terms and conditions apply to every offer that Affiliprint submits to the Advertiser and/or to every order that the Advertiser issues to Affiliprint.
- 1.2. The parties expressly agree that the general terms and conditions of the Advertiser do not apply to (future) legal relationships between the parties.
- 1.3. A contract of services between the Advertiser and Affiliprint is concluded after the Advertiser has signed the Affiliprint Media Plan. For each order, the services to be provided for that order will be stated in the Media plan.
- 1.4. An offer from Affiliprint is without obligation and serves as an invitation to place an order.
- 1.5. These general terms and conditions and/or a contract of services can only be changed with the written approval of both parties.

- 1.6. If the conditions of a contract of services deviate from the general terms and conditions, the conditions of the contract of services will prevail over these general terms and conditions.

2. Further details: the order confirmation

- 2.1. The Media plan is elaborated in separate orders that are created when the Advertiser signs the Order confirmation.
- 2.2. Affiliprint can only guarantee the order in question after the Order confirmation is signed.

3. General rights and obligations

- 3.1. Affiliprint will exercise the care of a good contractor in its work.
- 3.2. Affiliprint will keep the Advertiser informed via the website www.affiliprint.com, by slack, e-mail or telephone of the work carried out in execution of the order. The Advertiser will have access to all relevant information, including but not limited to information about the results relating to the use of the promotional material by customers of the Publishers and/or the individual results of the selected Publishers, provided that the Advertiser complies with its obligation to provide information within the meaning of paragraphs 5 and 6 of this article.
- 3.3. Affiliprint is permitted to outsource an order in whole or in part to third parties, unless the Advertiser explicitly objects to this.
- 3.4. Affiliprint is not authorized to represent the Advertiser. Affiliprint will enter into legal transactions with third parties in its own name and at its own risk.
- 3.5. The Advertiser is obliged to provide information requested by Affiliprint upon written request within a period set by Affiliprint. The Advertiser guarantees to Affiliprint that the information it provides is correct, complete and reliable.
- 3.6. If the contract has been signed by a media agency, these articles also apply to the customer that the media agency serves and the media agency is obliged to inform its customer about this.

4. Promotional material

- 4.1. The Advertiser shall provide the (digital design of the) promotional material to Affiliprint in a timely manner.
- 4.2. At the request of the Advertiser, Affiliprint will ensure that the promotional material is produced by a third party in accordance with the (digital) design and any further specifications as stated in the offer.
- 4.3. The date given by Affiliprint for production of the promotional material is informative, approximate

and can therefore never be regarded as a deadline.

- 4.4. The Advertiser is obliged to carefully examine the promotional material produced for defects. The advertiser has the option to request a proof print from Affiliprint.
- a. Upon the discovery of defects or reasonable expectation of discovering defects, the Advertiser must submit a complaint to Affiliprint within five working days, failing which the Advertiser can no longer invoke non-compliance of the performance.
 - b. Minor deviations between the promotional material produced and the (digital) design cannot be a reason for dissolution of the contract of services or compensation for damages.
- 4.5. The Advertiser guarantees to Affiliprint that he is entitled to use, produce, reproduce, distribute and/or publish the promotional material. The advertiser guarantees to Affiliprint that the promotional material does not infringe the rights of third parties and/or is contrary to regulations. The Advertiser indemnifies Affiliprint against claims from third parties in this regard.
- 4.6. The Advertiser guarantees to Affiliprint that the promotional material is suitable for the purpose for which it is used and that the promotional material, including the content and form, is not offensive.
- 4.7. Affiliprint is free to use the Advertiser's promotional material and logo for its own acquisition purposes or promotion of its own services, unless the Advertiser explicitly objects to this.
- 4.8. The Advertiser is free to simultaneously promote its products or services outside of Affiliprint. However, the Advertiser is not permitted to give the same or higher discount to customers on its promotional material or to apply the same or more favorable conditions outside the contract with Affiliprint.

5. Distribution of promotional material

- 5.1. If the promotional material has been produced by Affiliprint or by a third party on behalf of Affiliprint, Affiliprint will ensure that the promotional material produced is provided to the Publishers selected by the Advertiser.
- 5.2. Affiliprint will instruct the Publishers to distribute the promotional material to its customers. Unless the parties have agreed otherwise, distribution will take place upon delivery of its own products or services by the Publisher.
- 5.3. The date given by Affiliprint for distribution of the promotional material is informative, approximate

and can therefore never be regarded as a deadline.

- 5.4. Affiliprint will randomly check whether the distribution of the promotional material by the Publishers is carried out correctly.
- 5.5. The Advertiser indemnifies Affiliprint against claims from the Publisher related to the content or design of the promotional material.
- 5.6. Affiliprint acts as an intermediary and is not liable for timely distribution.

6. Termination

- 6.1. The parties are not entitled to terminate the contract of services (prematurely), except as provided in paragraph 2 of this article.
- 6.2. Each of the parties is entitled to terminate the contract of services (interim) with immediate effect in the following cases:
- a. if the other party is declared bankrupt;
 - b. if the other party is granted (provisional) suspension of payments;
 - c. if the other party is dissolved;
 - d. if statutory debt restructuring is declared applicable to the other party.
 - e. if the other party has acted contrary to (one of) its obligations under this agreement.

7. Compensation

- 7.1. The Advertiser owes Affiliprint a fee in accordance with the provisions of the Media plan and/or the individual Order Confirmations.
- 7.2. Affiliprint has the right to request an advance payment from the advertiser.
- 7.3. If, after the conclusion of the contract of services, but before the order has been fully executed, rate-determining factors such as wages and/or prices change, Affiliprint is entitled to adjust the previously agreed remuneration accordingly after written notification. The advertiser has the right to declare the previously signed agreement invalid if both parties do not agree with the new rates.
- 7.4. The fee is exclusive of sales tax and other levies imposed by the government.
- 7.5. Payment must be made in Euro without any deduction, discount or settlement by deposit or transfer to the bank account indicated on the invoice within fourteen days of the invoice date. The day of payment is the day on which the amount due is credited to Affiliprint's account.
- 7.6. If the Advertiser has not paid within the stated payment term or another payment term agreed between the parties, the Advertiser is legally in

default and Affiliprint is entitled to charge statutory commercial interest from that moment on.

- 7.7. If the Advertiser has not paid within the payment term, the Advertiser is obliged to reimburse all extrajudicial and judicial (collection) costs incurred by Affiliprint.
- 7.8. The Advertiser is at all times and regardless of the agreed payment terms obliged, at Affiliprint's first request, to provide (or have provided) security for the payment of the amounts to be paid to Affiliprint under the agreement, failing which Affiliprint is entitled to suspend obligations. The security offered must be such that the claim, including any interest and costs, is properly covered and that Affiliprint can recover these without difficulty.

8. Liability

- 8.1. Affiliprint's liability towards the Advertiser, for whatever reason, is limited per event (in which a related series of events is regarded as one event) to a maximum of the net invoice amount in respect of the work performed from which the damage has arisen and which invoice amount has actually been paid by the Advertiser.
- 8.2. Affiliprint's liability for indirect or consequential loss, including trading loss, loss of income, immaterial loss or missed savings, is at all times excluded.
- 8.3. Affiliprint is not liable for any damage suffered by the Advertiser as a result of the actions of the Publisher charged with distributing the Advertiser's promotional material.

9. confidentiality

The parties will observe mutual confidentiality with regard to the content of the agreement(s) existing between them and everything that is or becomes known to them regarding the business operations and/or relationships of the other party.

10. Business relations clause

For a period of two years after entering into the contract of services, the Advertiser is prohibited from distributing promotional material in any way, without the intervention of Affiliprint, via Publishers who have distributed the Advertiser's promotional material - through the intervention of Affiliprint.

11. Penalty clause

The Advertiser is in default by operation of law if it acts in breach of its obligations under article 10. In cases where the Advertiser is in breach, for each breach it is liable for a penalty of €15,000, plus a further €1,500 per day or part of a day that the breach continues, which is immediately due and payable and may not be reduced by the court, after Affiliprint has notified the discovery of the breach, without prejudice to Affiliprint's right to claim performance, dissolution, and/or compensation.

12. Final provisions

- 12.1. These general terms and conditions as well as Affiliprint's Media plan and contract of services between parties are governed by Dutch law.
- 12.2. Disputes arising from or related to these General Terms and Conditions as well as the offers and contracts for services between parties shall be settled exclusively by the competent judge of the Court of Midden-Nederland.
- 12.3. If Affiliprint or the Advertiser do not agree with the Mediator's conclusion, the dispute may be submitted to the competent court in the jurisdiction in which Affiliprint is established, unless Affiliprint chooses to submit the case to the court that, in the absence of this article is authorized to hear the dispute.
- 12.4. If any provision of these general terms and conditions is void or annulled, the other provisions of these general terms and conditions will remain in full force and the void or annulled clause will be replaced by a clause that approximates the scope of the original clause as much as possible.