

## General terms and conditions for publishers

### Definitions

In these general terms and conditions the following definitions apply:

**Affilprint:** the private company Affilprint B.V. with its registered office and principal place of business in (1314 CH) Almere at the P.J. Oudweg 5. Affilprint 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.

**Publisher:** the partner of Affilprint responsible for distributing promotional material to customers.

**Advertiser:** the (legal) person or partnership that wishes to use Affilprint'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 Affilprint relationship network (optional);
- distributing the promotional material among customers of (the selected part of) the Affilprint relationship network.

### 1. Assignment

- 1.1. These general terms and conditions apply to every registration of the Publisher and/or on every order that Affilprint issues to the Publisher.
- 1.2. The parties expressly agree that the Publisher's general terms and conditions do not apply to (future) legal relationships between the parties.
- 1.3. The conclusion of a Contract of services is free of form. This can be done in writing or digitally.
- 1.4. An offer from Affilprint and/or a registration from the Publisher is without obligation and serves as an invitation to make an offer by the other party.
- 1.5. The general terms and conditions and/or the 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 these general terms and conditions, the conditions of the contract of services will prevail over these general terms and conditions.

### 2. General rights and obligations

- 2.1. The Publisher will exercise the care of a good contractor in its work.
- 2.2. The Publisher is obliged to comply with timely and responsible instructions from Affilprint regarding the execution of the order.
- 2.3. The Publisher is obliged to keep Affilprint informed of its activities in carrying out the order.
- 2.4. The Publisher reports to Affilprint on the manner in which he has fulfilled the order.
- 2.5. The Publisher will warn Affilprint if the order issued by Affilprint contains obvious errors or the promotional material shows obvious defects and/or infringes the rights of third parties.
- 2.6. The Publisher is not permitted to outsource an order in whole or in part to third parties.
- 2.7. The Publisher is obliged to provide information requested by Affilprint upon written request within a period set by Affilprint. The Publisher guarantees to Affilprint that the information it provides is correct, complete and reliable.
- 2.8. The information requested by Affilprint may be related to determining the amount of promotional material delivered and/or determining the amount of promotional material used and/or determining the amount of the compensation. In that case, Affilprint has (indirectly) the right to inspect all documents and/or data carriers that can substantiate whether and, if so, how much promotional material has been distributed. Affilprint may instruct an expert to examine these documents and/or data carriers of the Publisher. The costs for the expert will in principle be borne by Affilprint. If the investigation shows that the Publisher has provided incorrect, incomplete or unreliable information to Affilprint, the costs of the expert will be borne by the Publisher.

### 3. Distribution of promotional material

- 3.1. Affilprint will ensure that the printed promotional material produced is provided in a manner to be specified by the Publisher.
- 3.2. The Publisher will ensure that the promotional material is distributed to its customers within the agreed deadline and during the agreed period. Unless the parties have agreed otherwise, distribution will take place upon delivery of its own products or services by the Publisher.
- 3.3. **Affilprint will randomly check whether the distribution of the promotional material by the Publisher takes place correctly. If this is not the case, Article 6.7 applies.**

- 3.4. Affiliprint does not guarantee to the Publisher that the Advertiser is entitled to use, produce, reproduce, distribute and/or publish the promotional material. Affiliprint does not guarantee to the Publisher that the promotional material does not infringe the rights of third parties and/or is contrary to regulations.
- 3.5. The Publisher guarantees that he is entitled to distribute the promotional material to its customers and/or that by distributing the promotional material he is not acting in conflict with the rights of third parties and/or regulations. The Publisher indemnifies Affiliprint against claims from third parties in this regard.
- 3.6. The Publisher is not permitted to change and/or damage promotional material of the Advertiser.
- 3.7. The Publisher guarantees that the Advertiser's promotional material is not distributed simultaneously with (promotional) material from the Advertiser's competitors.
- 4. Production delivery of envelopes (applicable if Affiliprint manages the envelopes and produces them on behalf of the Publisher).**
- 4.1. The Publisher agrees that instead of including loose inserts with the packages, envelopes will be produced, which can contain inserts of various Advertisers. These envelopes will be branded with the Publishers and usually also Affiliprint's brand name. The Publisher is responsible for the layout of the design and/or use of logos, etc. These envelopes will contain the Publisher's design, as specified in the agreement between the Publisher and Affiliprint.
- 4.2. The Publisher is responsible for the design of the envelopes. The Publisher acknowledges that Advertiser has the right to determine the specifications of the inserts, including but not limited to material and dimensions. The Publisher agrees to adhere to the specifications established by Advertiser.
- 4.3. The Publisher represents and warrants that the design of the envelopes complies with all applicable laws and regulations and does not infringe the intellectual property rights of any third party. The Publisher authorizes Affiliprint to use their brand name on the envelopes as agreed in these terms and conditions.
- 4.4. Affiliprint has the right to have external, specialised partners carry out the work as part of the envelope process if necessary. The external partner(s) will be responsible for carrying out the work as specified in the agreement between Affiliprint and the external partner(s).
- 4.5. The external partner is responsible for ordering the envelopes as specified in this agreement. However,

Affiliprint will give the order for this. The external partner will take all necessary steps to order and receive the envelopes in a timely manner according to the agreed specifications.

- 4.6. The external partner will make every effort to package the envelopes in an appropriate and secure manner for distribution. However, the external partner is not liable for damage that occurs during transport, unless this damage is the result of negligence on the part of the external partner or its agents.
- 4.7. The external partner will place and send the received envelopes to the Publisher, as agreed in the agreement between Affiliprint and the external partner. The external partner will ensure that the envelopes are placed and sent correctly according to Affiliprint's instructions.
- 4.8. The Publisher agrees to inspect envelopes upon receipt and report any defects or discrepancies in writing to Affiliprint within 24 hours. If the Publisher does not submit written notice of defects or discrepancies within two days after receipt, the envelopes are deemed accepted as delivered.
- 4.9. If during the term of this agreement significant changes occur in market conditions or other relevant factors affecting the expected number of orders, Affiliprint reserves the right to adjust the forecasts after consultation with the Publisher. As a result, the Publisher will receive an invoice, unless there are other options. Affiliprint will make every effort to come up with alternative solutions for this.
- 4.10. The Publisher is responsible for paying the costs for the envelopes as specified in the agreement between Affiliprint and the Publisher. The costs include production, inserting and shipping of the envelopes.
- 4.11. The Publisher is responsible for distributing the received envelopes until all envelopes have been distributed, as agreed in the agreement between Affiliprint and the Publisher. The Publisher will ensure that the envelopes are distributed in a timely and efficient manner.
- 4.12. If orders are placed more than three months in advance with the publisher's permission, Affiliprint is entitled to charge 50% of the total envelope costs as an advance.
- 4.13. Affiliprint cannot always guarantee that the number of available insert slots in an envelope will be completely booked with Advertiser inserts. This is based on the number of sales. However, Affiliprint will make every effort to make the content as complete as possible. The external partner is responsible for placing the available contents in the envelopes.

4.14. Affiliprint retains full authority to determine what is included in the envelopes. It is expressly agreed that the contents of the envelopes will never consist of competing products or promotional material from competing parties. This applies unless the Publisher excludes in advance specific groups or categories from which competing parties are permanently excluded.

## 5. Termination

- 5.1. The parties are not entitled to terminate a contract of services (prematurely), except as provided in paragraph 2 of this article.
- 5.2. 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.
- 5.3. If the agreement ends due to cancellation or expiry of the term, neither party will owe each other any compensation.

## 6. Compensation

- 6.1. The (calculation method for the) amount of the compensation for the distribution of the promotional material will be determined in each separate (digital or written) contract of services.
- 6.2. If the Publisher wishes, Affiliprint will register the fees due in its portal for which the Publisher has an account and user data.
- 6.3. The Publisher has the right to charge the credit balance to Affiliprint at any time. The Publisher will submit a payment request to Affiliprint via the portal on the website [www.affiliprint.com](http://www.affiliprint.com). However, this right of the Publisher expires two years after the claim for compensation arises.
- 6.4. Credits accrued through participation in, but not limited to, barter campaigns will not be paid out in cash.
- 6.5. The compensation is exclusive of sales tax and other levies imposed by the government.
- 6.6. Payment of the compensation will be made by deposit or transfer to the bank account indicated on the invoice within thirty days of the invoice date.
- 6.7. Affiliprint has the right to suspend payment of the compensation if the Publisher has not distributed the

promotional material, has not distributed it on time or has not distributed it correctly. Affiliprint also has the right not to make the payment if there is no possibility to distribute the promotional material. In that case, the Publisher is obliged to pay direct damages to Affiliprint.

- 6.8. Affiliprint has the right to suspend payment of the fee until the Advertiser has paid Affiliprint's invoice for the distribution of the promotional material.

## 7. Liability

- 7.1. Affiliprint's liability, on whatever grounds, is limited to an amount of € 10,000 per event (where a related series of events counts as one event). The compensation must be related to the extent to which Affiliprint is alleged to have failed. Minor deviations do not give any right to compensation. In any case, Affiliprint's liability is limited to the invoice value of the placed orders.
- 7.2. Affiliprint's liability for indirect or consequential damage, including business damage, loss of income, immaterial damage or missed savings, is at all times excluded, unless this damage is caused by intent or deliberate recklessness on the part of Affiliprint.
- 7.3. Affiliprint is not liable for any damage suffered by the Publisher as a result of the actions of the Advertiser who wishes to distribute the promotional material and/or the use, publication and distribution of the promotional material.

## 8. 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.

## 9. Business relations clause

For a period of two years after entering into the contract of services, the Publisher is prohibited in any way, directly or indirectly, without the intervention of Affiliprint, to distribute promotional material for Advertisers for which the Publisher, after the intervention of Affiliprint, has distributed promotional material.

## 10. Penalty clause

The Publisher is legally in default if he acts contrary to his obligations under Article 9. In that case, the Publisher will forfeit to Affiliprint a fine of € 15,000.00 per violation for each violation, as well as a fine of € 1,500.00 for each day

or part of a day that the violation continues after notification of its discovery by Affiliprint, without prejudice to the Affiliprint's right to demand performance, dissolution and/or compensation.

## 11. Final provisions

- 11.1. These general terms and conditions as well as Affiliprint's Media plan and contracts of services between parties are governed by Dutch law.
- 11.2. Disputes arising from or related to these general terms and conditions as well as Affiliprint's Mediaplan and contracts of services between the parties will, if no amicable solution to the dispute can be reached between Affiliprint and the Publisher, will be submitted to a registered mediator affiliated with NMI (hereinafter referred to as Mediator). The choice

of the Mediator is determined in consultation between Affiliprint and the Publisher.

- 11.3. The costs for the Mediator are paid by the losing party, unless otherwise agreed in advance.
- 11.4. If Affiliprint or the Publisher 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.
- 11.5. 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.