

GENERAL TERMS AND CONDITIONS

Cross Media Nederland B.V.



Section I. General Conditions

Clause 1. Definitions

Capitalised terms have the meaning stated in this clause both in the singular and in the plural.

- a. **General Terms and Conditions:** these general terms and conditions, which have been filed with the Chamber of Commerce under number 56824742.
- b. **Cross:** the private limited liability company Cross Media Nederland B.V., trading under the trade name Cross, having its registered office in Schiedam at Nieuwe Haven 133, 3116 AC and registered in the Chamber of Commerce of the Chamber of Commerce under number 56824742.
- c. **Services:** all work which the Client has instructed Cross to perform, including – but not limited to – advertising, marketing strategy, creating content, sales services (i.a. media sales and recruiting sponsorships), campaign management and offering a Platform, all this in the broadest sense of the word.
- d. **Intellectual Property:** all intellectual property rights and related rights, including – but not limited to – copyrights, database rights, rights to domain names, trade name rights, rights to know-how, trade name rights, design rights, neighbouring rights and patent rights.
- e. **Client:** any natural person or legal entity who purchases Services from Cross on the basis of the Contract.
- f. **Contract:** contracts between the Client and Cross on the basis of which Cross provides services for the Client, such as the Advertising Contract, the Participation Contract and the Premium Subscription, and of which these General Terms and Conditions form an inseparable part.
- g. **The Parties:** Cross and the Client together.
- h. **Products:** the media products provided by Cross, including – but not limited to – magazines and the facilitation and continued availability of the Platform, podcasts and webinars.

Clause 2. Applicability

1. These General Terms and Conditions apply to all offers of and Contracts with Cross, in so far as the Parties do not explicitly deviate from these General Terms and Conditions in writing.
2. The applicability of any general terms and conditions used by the Client is expressly rejected.
3. If Cross does not always demand strict compliance with these General Terms and Conditions, this does not in any way mean that its provisions do not apply or that Cross loses the right to demand strict compliance with the provisions of these General Terms and Conditions in other cases.
4. If one or more provisions in these General Terms and Conditions are at any time wholly or partially null and void, or could be nullified, the other provisions of these General Terms and Conditions will remain in full effect. In that case, the Cross and the Client will enter into consultations in order to agree on new provisions to replace the null and void or nullified provisions, taking into consideration the objective and purport of the original provisions as much as possible.
5. Cross reserves the right to change or supplement these General Terms and Conditions. Changes enter into effect 30 days after the Client is notified of the changes.

Non-substantive changes of minor importance may be made at any time and do not require notice.

6. All clauses referred to in Section I (General Conditions) of these General Terms and Conditions apply in full to Section II (Advertising), Section III (Conference Participation) and Section IV (Video Platform) of these General Terms and Conditions.

Clause 3. Offer and formation of the Contract

1. All offers from Cross are free of obligation. An offer sent by Cross lapses after thirty (30) days. If the Client accepts an offer, Cross reserves the right to withdraw the offer for a period of three (3) business days after receipt of the acceptance.
2. Offers and/or rates do not automatically apply to new engagements.
3. Cross is not bound by a deviating acceptance of an offer from Cross by a potential Client.
4. Cross cannot be bound by offers if they include an obvious mistake or clerical error.
5. A Contract is concluded between Cross and the Client when the Client accepts an offer from Cross, when the Client places an order and Cross accepts this order, or when Cross commences performance of the Services and/or supply of Products with no objection from the Client.
6. Cross has the right to refuse a potential Client or an engagement from a potential Client at its own discretion without stating reasons and without being liable to pay compensation for any reason whatsoever.

Clause 4. Client's obligations

1. The Client is obliged to make available all data and/or information that Cross deems necessary for the proper performance of the Contract and/or of which the Client knows or can reasonably know that Cross needs it for the proper performance of the Contract, in the form, quantity and manner desired by Cross and, moreover, in good time so that Cross can perform the Contract without delay. Cross has the right to suspend performance of the engagement until the Client has complied with the obligations referred to above.
2. If any facts or circumstances occur of which the client knows or can reasonably be expected to know that they are or may be relevant to the performance of the Contract, the Client will notify Cross of these facts and circumstances without undue delay.
3. The Client will bear the extra costs resulting from delay in the performance of the Contract, as a result of the failure to provide the required information, data and documents or failing to do so in good time or properly.
4. If the Client makes data carriers, electronic files, software and the like available to Cross, the Client will guarantee that these do not contain any viruses, defects or a comparable issue.
5. If Services must be performed on-site, the Client will be responsible for ensuring that the site and the required resources are made available to Cross free of charge.
6. If the Client fails in the performance of the obligations referred to in paragraphs 1 through 5, and this results in extra costs or work for Cross or otherwise results in loss, the Client will be required to compensate Cross for said costs, extra work and loss.

Clause 5. Performance of the Contract

1. Cross will perform the Contract to the best of its knowledge and ability, and in accordance with high

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standards on the basis of a best efforts obligation. Cross therefore does not guarantee the result intended in the Contract.

2. Cross determines the manner in which, and by which persons, the Services will be performed, but in doing so will take the wishes expressed by the Client into consideration as much as possible.
3. If a term is agreed in the Contract for the completion of certain Services and/or the supply of Products, this will always be a time indication but never a deadline. If Cross exceeds an indicated term, this will not give the Client the right to dissolve the Contract or entitle the Client to any compensation.
4. Cross has the right to have certain Services or supplies performed by third parties.
5. Cross has the right to use the Client's name and logo as a reference and/or client case.

Clause 6. Advice

1. The term of the performance of the Services in the field of advertising depends on several factors and circumstances, including – but not limited to – the quality of the data and information provided by the Client and the cooperation of the Client or relevant third parties.
2. The Client always bears the risk and expense of the use, in the broadest sense of the word, of Cross's advice or advisory report by the Client. Notwithstanding Cross's option to present rebuttal evidence, the Client bears the full burden of proof that the advice, or the manner in which this advice is provided, allegedly does not satisfy what may reasonably be expected or agreed on in writing, or what may be expected of a reasonably acting and competent similar company.
3. The Client does not have the right to disclose or provide insight into Cross's working procedures, methods and techniques and/or the substance of the Cross's advice and reports in any way, except with Cross's express prior written permission.

Clause 7. Changes, contract variations

1. The Client may request Cross to change the Contract. Cross will not be required to comply with a request for a change until Cross has accepted the Client's request in writing.
2. Contract extras are understood to mean: all extra work not included in the offer or the Contract arising at the request of the Client or necessarily ensuing from the Services.
3. If Cross accepts a request to change the Contract and the Contract is terminated in full or in part as a result of this change, then Cross will have the right to claim compensation of the resulting loss it incurred in the amount of at least 50% of the amount owed for the Services not performed.
4. All changes in the performance of the Contract as a result of the fact that a different performance is necessary as a consequence of any circumstance whatsoever will be charged to the Client if these changes are accompanied by additional costs. Cross will inform the Client in advance where possible about the related extra costs. The absence of a written agreement with the Client with regard to the contract extras will not affect Cross's claims for compensation.
5. The General Terms and Conditions will also continue to apply in the event of a change of the Contract or contract extras.

Clause 8. Prices and payment terms and conditions

1. The Client owes Cross the full fee due under the Contract. Prices are in euro and are exclusive of VAT. The fee is not contingent on the results of the Services performed.
2. If a price is based on information provided by the Client, and it becomes apparent that this information is incorrect or incomplete, or subsequently changes, Cross will have the right to adjust the prices provided, even after the Contract has already been concluded.
3. Cross has the right to increase the agreed prices, without the Client being able to dissolve the Contract, if the price increase results from a right or obligation pursuant to laws or regulations, or as a result of an increase in the price of raw materials, materials or wages.
4. Cross has the right to require an advance payment prior to performing the Contract. A paid advance will be deducted from the final invoice. As long as the Client has not paid the advance invoice on time and/or in full, Cross will have the right to suspend performance of the Contract and/or charge the ensuing extra costs to the Client.
5. Unless agreed otherwise, the Client will receive an invoice at the end of the week in which Cross has performed the Services. Unless agreed otherwise, the Client must pay the invoice within twenty-eight (28) days after the date of the invoice, without setoff or suspension, by means of the payment method indicated by Cross. The Client will bear any additional costs in connection with payments from or to a different country.
6. If the Client fails to perform its payment obligations correctly and/or on time, the Client will be in default by operation of law. In that case, the Client will be required to pay Cross the statutory collection costs. Furthermore, the Client will bear all judicial and extrajudicial costs that Cross incurs in order to collect any amounts wrongfully left unpaid by the Client.
7. Cross has the right to suspend performance of the Contract if the Client fails to perform its payment obligation(s).

Clause 9. Suspension and dissolution

1. Cross has the right to dissolve the Contract with immediate effect and/or suspend performance of the Contract – in addition to its statutory rights to dissolve the Contract and suspend performance – if one of the following events occurs:
 - a. if the Client fails to perform its obligations under the Contract and/or the General Terms and Conditions, or fails to do so in full or in good time;
 - b. if, after entering into the Contract, Cross has become aware of information that gives sufficient reason to fear that the Client will not perform its obligations;
 - c. if an application to grant a temporary or permanent suspension of payments has been filed for the Client;
 - d. if a petition for bankruptcy has been filed in respect of the Client;
 - e. if the Client's activities are terminated or the Client's business is wound up;
 - f. if attachment is levied against the Client;
 - g. if the Client otherwise loses the power of disposition or legal capacity with respect to its assets or parts thereof.

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The Client is required to inform Cross without undue delay of the occurrence of one of the events referred to at c through g.

2. If Cross exercises its right to terminate or dissolve the Contract or suspend performance, the Client will bear all ensuing costs and loss incurred and all Cross's claims will become immediately due and payable.
3. The Client waives all rights to full or partial dissolution of the Contract or full or partial suspension of its payment or other obligations, unless Client is a consumer.

Clause 10. Liability

1. Cross is only liable in so far as it is apparent from this clause. The same applies to third parties Cross engages for the performance of the Contract.
2. Cross is not liable for any loss in the event of force majeure, as referred to in Clause 11.
3. Cross is never liable for any indirect loss, which is understood to include consequential loss, lost profit, lost savings and loss as a result of business interruptions.
4. Cross can never be held liable for losses of any nature whatsoever resulting from incorrect and/or incomplete information provided by or on behalf of the Client.
5. Cross can only be held liable for direct loss resulting from an attributable failure to perform the obligation(s) ensuing from the Contract. Direct loss is understood to mean:
 - a. the reasonable costs incurred to determine the cause and extent of the loss, in so far as this concerns the determination of the loss as referred to in these General Terms and Conditions;
 - b. any reasonable costs incurred to conform Cross's faulty performance to the Contract;
 - c. the reasonable costs incurred to prevent or mitigate loss, provided that the Client can demonstrate that these costs resulted in a mitigation of direct loss as referred to in these General Terms and Conditions.
6. If and in so far as it becomes apparent that Cross is liable, its cumulative liability will at all times be limited to the amount paid out under Cross's liability insurance in the case in question. If no amount or an insufficient amount is paid out under the aforementioned insurance for any reason whatsoever, any cumulative liability – regardless of the legal basis for that liability – cannot result in an amount having to be paid to the Client that is higher than the amount the Client has paid to Cross in the context of the Contract, or in the context of the part of the Contract to which the liability relates.
7. Cross will observe the usual care with regard to its Services, but does not guarantee that they will be free of any errors. Cross's information and content may contain spelling or typing errors. Furthermore, Cross will not be liable if the materials made available by the Client, including – but not limited to – lithographs, working drawings, slides, layouts and other materials, are damaged, except in the event of serious fault or gross negligence.
8. Cross is not liable for any harm or loss caused by complications related to the publication, availability or effect of information, content and/or the Services, or for any harm or loss resulting from use of the Services contrary to these General Terms and Conditions or for purposes other than those for which the Services are intended.

9. Any liability of Cross lapses six (6) months after the date on which the Contract was terminated – for any reason whatsoever.
10. The Client indemnifies Cross against all third-party claims in connection with or ensuing from the Contract between Cross and the Client.
11. The Client expressly indemnifies Cross against third-party claims regarding Intellectual Property rights to information, data and/or drawings provided to Cross by the Client.

Clause 11. Force majeure

1. Cross is not required to perform any obligation in respect of the Client if it is prevented from doing so due to force majeure. In these Terms and Conditions, force majeure is understood to mean, in addition to what it is understood to mean in the law and case law, all external causes, foreseen or unforeseen, that are beyond Cross's influence and due to which Cross is not able to perform its obligations, such as war, riots, pandemics, epidemics, quarantine, terrorism, strikes, fires, environmental and water damage, governmental measures, failures in the supply of energy and business supplies, malfunctions or failures of the internet, power failures, network attacks by malware, disability of staff or and engaged third party, cancellation by third parties, failures to perform by a supplier, general transport problems and computer network malfunctions.
2. Cross may suspend its obligations under the Contract for the time that the force majeure continues. If this period of time is longer than two months, then the Parties will be entitled to terminate the Contract without being obliged to compensate the other party.
3. If Cross has already performed some of its obligations under the Contract, or must still perform these, at the time of the occurrence of the *force majeure* situation, then Cross will be entitled to invoice this already performed part or the part that will be performed. The Client is required to pay this invoice.

Clause 12. Intellectual Property rights

1. The Client is expressly prohibited from infringing on Cross's Intellectual Property Rights, as well as from harming Cross's reputation. All Cross's Intellectual Property Rights and copyrights, including the graphic designs, ideas, photos, film material, electronic and other files, and similar items that Cross has developed and/or supplied in the context of the Services and/or Products accrue solely to Cross or the third parties it has engaged.
2. Every Client is prohibited from copying and/or otherwise reproducing or disclosing the Services, or the substance thereof, without Cross's prior written consent. The documents, including work processes, advisory reports, designs, images, models and other products/Services which Cross supplies to the Client are intended exclusively for the Client's use.
3. The Services, Products and offer – and the substance thereof – may be protected by Intellectual Property Rights and/or trade marks. By using the Services, each Client agrees that the Intellectual Property Rights accrue to either Cross and/or the third parties it engages, or to the relevant Client. The Client is obliged to respect all technical security measures and other measures relating to the Services and/or Products, as well as the Intellectual Property Rights to same.

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Clause 13. Confidentiality and privacy

1. The Parties are not allowed to provide any information that is or could be confidential to third parties, or use this information for any purpose other than that for which it was obtained. All Parties are subject to a duty of confidentiality in respect of such information. Information is deemed confidential if one of the Parties informs the other that this is so, or if such confidentiality ensues from the nature of the information.
2. It may occur that the Client provides personal and other data to the Client for the performance of the Contract. In that case, Cross will be deemed a co-controller.
3. The Client undertakes to lawfully process the personal and other data it has received.
4. The Client guarantees that the personal data provided to Cross is complete and correct.
5. The Parties are each responsible for the security of the personal data that falls within the scope of their responsibility. The Parties will implement and maintain sufficient and appropriate technical and organisational security measures to protect the personal data as required pursuant to the law, including the General Data Protection Regulation (GDPR).
6. Cross is not liable for any loss resulting from a failure on the part of the Client to comply with privacy or other legislation. The Client indemnifies Cross against third-party claims on the basis of such loss. This indemnification also applies to the costs incurred by Cross in connection with those claims, including the costs of legal proceedings and the costs of any fines imposed on Cross.
7. The privacy statement as published on Cross's website describes the manner in which Cross ensures the Client's and third parties' privacy.

Clause 14. Right of retention

1. Cross has the right to suspend the return of documents to the Client which Cross retains for the performance of the Services if and during the period in which the Client has not, or not fully, paid a due and payable debt to Cross.
2. Cross is not liable for loss of any kind arising from the right of retention exercised by it.

Clause 15. Complaints

1. Any complaint regarding the Services provided, stating the nature and basis of the complaint, must be lodged with Cross in writing within seven (7) days after the Services were provided or after the dispatch date of the documents/information constituting the subject of the Client's complaint, or within seven (7) days after the discovery of the defect if the Client can reasonably demonstrate that the defect reasonably could not have been detected earlier.
2. A complaint regarding a received invoice, stating the nature and basis of the complaint, must be lodged with Cross in writing within seven (7) days after the invoice date.
3. A complaint does not suspend the Client's payment obligations.
4. If the complaint is not lodged on time, all rights of the Client regarding the complaint will lapse.
5. If Cross finds that the complaint lodged is valid, then Cross will have the choice between adjusting the fee charged on the invoice, improving or redoing the rejected Services free of charge, or not or no longer performing the Contract, in full or in part, in exchange

for restitution of an amount equal to the fee already paid by the Client.

6. If Cross finds that the complaint lodged is not valid, the Client will bear the resulting costs – including the costs of the investigation – incurred by Cross.

Clause 16. Applicable law

1. All legal relationships to which Cross is a party are governed by Dutch law.
2. Unless the law dictates otherwise, all disputes between Cross and the Client will be submitted to the competent court of the district in which Cross has its registered office.
3. The Parties will first try to resolve a dispute in mutual consultation before resorting to the courts.

Section II. Advertising

Clause 17. Applicability and definitions

1. Section II will apply in addition to Section I if the Client enters into an Advertising Contract with Cross.
2. In the event of any conflict between the provisions of Section I (General Conditions) and Section II (Advertising), the provisions of Section II (Advertising) will prevail.
3. In addition to the provisions of Clause 1 of these General Terms and Conditions, the following definitions apply for this Section II:
 - a. **Advertisement:** a marketing tool to highlight a company or information, in any form whatsoever, including printed or digital.
 - b. **Advertising Contract:** the Contract or engagement on the basis of which Cross enters into one or multiple contracts with a Publisher to place Advertisements for the Client in a Medium on the basis of a mandate from the Client, but in its own name.
 - c. **Campaign Portal:** Cross's digital platform to which the Client receives access when the Client enters into an Advertising Contract with Cross, possibly in exchange for payment in case of a Premium Subscription.
 - d. **Medium:** a means of providing information, such as a magazine or newspaper, in which the Advertisements are published.
 - e. **Premium Subscription:** the Contract or premium subscription that Client purchases from Cross, for a fee agreed in advance, pursuant to which the Client will have access to specific functions in the Campaign Portal, including campaign/metrics results of the Advertisements placed.
 - f. **Publisher:** the legal entity or natural person with which Cross (as mandator) enters into a contract to place an Advertisement for the Client (as mandatory) in a Medium of the Publisher.

Clause 18. Nature of the Services

1. By entering into the Advertising Contract with Cross, the Client grants Cross the power – by means of a mandate as referred to in Article 7:414 of the Dutch Civil Code – to perform juridical acts on behalf of the Client, but in its own name, pursuant to Article 7:414(2) of the Dutch Civil Code. In that context, Cross will enter into a contract with a Publisher to place Advertisements for the Client in a Medium of the Publisher.
2. The Client, as mandator, is aware of the fact that Cross, as mandatory, has an interest in the conclusion of the

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juridical act as referred to in Article 7:418 of the Dutch Civil Code.

3. Cross, as mandatory, is a party to the contract with the Publisher in dealings with which it performs the juridical act in question. Cross and/or the Publisher are never required to provide the Client insight into the contract(s) between Cross and the Publisher pursuant to the mandate agreement with the Client.
4. The Client will bear the risk and expense of all acts and work performed by Client in the context of the Advertising Contract. The Client is responsible for the performance of all obligations ensuing from the Advertising Contract and the contract Cross entered into with the Publisher on behalf of the Client, for the placement of the Advertisement in the Medium.
5. The Client is aware of the fact that the Publisher may impose additional terms and conditions or instructions with regard to the placement of the Advertisement(s).

Clause 19. Terms and Conditions for Advertising

1. The Client is responsible for the contents of the Advertisements.
2. The Advertisements may not include statements that are contrary to the law, other regulations, including the Dutch Advertising Code (*Nederlandse Reclame Code*), public policy or public morality, nor may the contents thereof infringe any intellectual property or other rights of third parties. The Client indemnifies Cross against all third-party claims regarding all loss incurred or to be incurred by Cross as a result of in connection with the above.
3. The Publisher and/or Cross reserve the right to change the contents and form of the Advertisements at their own discretion and in all reasonableness, without the Client being entitled to compensation or reimbursement of the price for that Advertisement or part thereof.
4. Cross has the right to refuse an Advertisement without stating reasons and without being liable to the Client in any way.
5. The Client may only use the available advertising space for placing Advertisements and announcement regarding the Client's company. The Client is not permitted to resell the advertising space.
6. Cross will request the Publisher on behalf of the Client to consider a request for placement of an Advertisement on a particular page or location, but cannot guarantee that this request will be granted. Cross may charge the Client a surcharge if a request is granted.

Clause 20. Advertising material

1. The Client must provide the advertising material in accordance with the specifications provide by Cross and in the manner indicated by Cross.
2. The Client bears the risk of providing the advertising material to Cross in a timely and correct manner, regardless of the manner in which it is sent. The deadline for providing advertising material is specified in the Advertising Contract. Cross and/or the Publisher may refuse advertising material that was delivered late, or that is incomplete or unsuitable. Furthermore, late, incomplete or unsuitable advertising material may result in extra costs, which costs are to be borne by the Client.
3. The Client guarantees that digitally delivered advertising material is safe and does not contain any viruses, Trojan horses, worms or any other software

that can in any way damage Cross's computer systems and computer programmes.

4. Cross does not guarantee the quality of the appearance of the Advertisement in the Medium. However, Cross cannot guarantee reproduction and the Client must take printing and colour variations into consideration.
5. Cross and/or the Publisher endeavour to publish the Advertisement within the agreed publishing period. If an Advertisement is published in a digital medium, Cross will not guarantee that the Advertisement will be published uninterrupted, disturbance-free and/or error-free or that the Medium will be accessible at all times. Cross is in no way liable for any loss ensuing from the temporary or permanent unavailability of the Medium.
6. Cross and/or the Publisher is entitled to disable the digital Medium temporarily or permanently and/or to restrict its use without prior notice if, in their reasonable opinion, this is necessary, for example, in connection with the necessary maintenance of the Medium.
7. The Client is not permitted to use the relevant Advertisement and/or the advertising material for other media and/or other activities without Cross's prior permission.

Clause 21. Cancellation

1. If the Client cancels the Advertising Contract and/or the engagement for placing an advertisement, Cross will be entitled to claim compensation of the loss it incurred as a result of that cancellation in the amount of at least 50% of the amount related to the relevant Advertisement or order for an Advertisement upon cancellation.
2. The Client must notify Cross of the cancellation in writing.
3. A cancellation on the basis of this clause does not release the Client from its other obligations under the contract Cross entered into with the Publisher on behalf of the Client for the placement of the Advertisement in the Publisher's Medium.

Clause 22. Campaign Portal

1. The Client will gain access to Cross's Campaign Portal in the context of the Advertising Contract. The Campaign Portal is the digital platform where the Client must provide the advertising materials, can view the media planning, task list and where the Client will receive any reminders, among other things. Cross will provide to the Client a non-transferrable and non-exclusive right of use for a fixed term for the use for the Campaign Portal.
2. Cross will provide the Client with login details for the Campaign Portal. The Client must keep its login details, user name and password strictly confidential. Cross is not liable for any misuse of the login details, and Cross is always entitled to presume that the party logging in to the Campaign Portal is actually the Client. The Client bears the responsibility and risk associated with everything done via the Client's account.
3. If the Client knows or suspects that another party has unauthorised access to the Client's login details, the Client must change its password as soon as possible and/or notify Cross of that access for that Cross can take any suitable measures that may be necessary.
4. Cross bears a best-efforts obligation to provide the client with uninterrupted availability of, and access to, the Campaign Portal, but does not guarantee that the Campaign Portal will be fully accessible at all times.

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5. If and to the extent that Cross determines that a hazard might arise from the use of the Campaign Portal, it is entitled to block access to the Campaign Portal on a temporary basis. Cross is also entitled to take all measures which it considers reasonably necessary to ensure the effective functioning of an account and the Campaign Portal.
6. Cross is not responsible for any failures or disruptions in the Internet and telecommunications structure that are beyond Cross's influence and which could lead to interruptions in the availability of the Campaign Portal. Cross may – temporarily and with due observance of the Client's legitimate interests – limit the availability of the Campaign Portal if Cross considers this necessary in connection with any limits on capacity, the security/integrity of Cross's servers or maintenance to be performed on the Platform. Cross is entitled to perform maintenance on the Campaign Portal and may introduce new functionalities.
7. To the extent possible, Cross will keep the Client informed of any changes to the Campaign Portal unless those changes are minimal and will not significantly impact its use.
8. In situations of *force majeure* or national emergencies, Cross may temporarily or permanently modify the manner in which its Service is offered. In this respect, availability may be temporarily limited or expanded.
9. Cross actively maintains the Campaign Portal. Maintenance may be performed at any time, even if this may limit availability.

Clause 23. Intellectual Property Rights

1. The Client accepts that the Campaign Portal, the Services, the related software, the structure and the software applications, in the broadest sense of the terms, are all part of Cross's Intellectual Property.
2. The Client holds the Intellectual Property rights to the Advertisements and/or the advertising material which the Client provides to Cross in the context of the Advertising Contract. In so far as required for the performance of the Advertising Contract, the Client will grant Cross a right to exercise the copyright, and all other Intellectual Property rights, during the term of the Advertising Contract.
3. The Client indemnifies Cross against all third-party claims, and the third-party claims ensuing therefrom regarding Cross's use of the Advertisement and/or the advertising material which the Client provided to Cross and the copyrights and other Intellectual Property rights thereon.

Clause 24. Premium Subscription

1. The Client has the option to take out a Premium Subscription with Cross for payment, on the basis of which the Client will gain access to specific functionalities in the Campaign Portal, including the campaign/metrics results of placed Advertisements. The specifications of the term, the number of users and the prices for the subscription are specified in the Contract and/or the Premium Subscription.
2. The Premium Subscription is entered into for a fixed term of twelve (12) months. The Client cannot terminate the Contract early by notice during this term.
3. The Premium Subscription will be renewed automatically for an indefinite period of time after the agreed subscription term has ended, unless the Client terminates the Premium Subscription by written notice

to Cross with due observance of a notice period of one (1) month after the end of the agreed subscription term. During this renewal for an indefinite period of time, the Client may terminate the Premium Subscription early, with effect from the end of the month, with due observance of a notice period of one (1) month.

4. Cross invoices the subscription price annually in advance.
5. Cross expressly reserves the right to adjust the subscription rates, including based on annual indexation.

Section III: Conference Participation

Clause 25. Applicability and definitions

1. Section III will apply in addition to Section I if the Client enters into a Participation Contract with Cross.
2. In the event of any conflict between the provisions of Section I (General Conditions) and Section III (Conference Participation), the provisions of Section III (Conference Participation) will prevail.
3. In addition to the provisions of Clause 1 of these General Terms and Conditions, the following definitions apply for this Section III:
 - a. **Conference:** a conference, trade show, or meeting in the broadest sense of the word, in which Client will participate pursuant to the Participation Contract.
 - b. **Participation Contract:** the Contract or engagement on the basis of which Cross enters into contracts with third parties, on the basis of a mandate from the Client, but in its own name, on the basis on which contract the Client will participate in a Conference.
 - c. **Third Party:** the legal entity or natural person with which Cross, as mandatory, enters into a contract, on the basis of which contract the Client, as mandator, will participate in a Conference.

Clause 26. Nature of the Services

1. By entering into the Participation Contract with Cross, the Client hereby grants Cross the power – by means of a mandate as referred to in Article 7:414 of the Dutch Civil Code – to perform juridical acts on behalf of the Client, but in its own name, pursuant to Article 7:414(2) of the Dutch Civil Code. In that context, Cross will enter into an agreement with a Third Party on the basis of which the Client will participate in a Conference.
2. The Client, as mandator, is aware of the fact that Cross, as mandatory, has an interest in the conclusion of the juridical act as referred to in Article 7:418 of the Dutch Civil Code.
3. Cross, as mandatory, is a party to the contract with the Third Party in dealings with which it performs the juridical act in question. Cross and/or the Third Party are never required to provide the Client insight into the contract(s) concluded between Cross and the Third Party pursuant to the mandate agreement with the Client.
4. The Client will bear the risk and expense of all acts and work performed by Client in the context of the Participation Contract. The Client is responsible for performing all obligations ensuing from the Participation Contract, as well as the contract which Cross has concluded with the Third Party on the basis of which the Client will participate in a Conference.

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5. The Client is aware of the fact that the Third Party may impose additional terms and conditions or instructions with regard to its participation in the Conference.
6. Cross accepts no liability for any harm or loss whatsoever which the Client may incur or have inflicted upon it as a result of participating in the Conference.

Clause 27. Conference Participation

1. Cross and/or the Third Party will establish the dates on which, and the venue at which, the Conference will be held, as well as the times for set-up, holding the Conference, and take-down.
2. The Participation Contract will remain in full force and effect in the event of any change in the dates, times and/or venue. The Client can never institute a claim against Cross for the reimbursement of any costs or losses incurred in this context.
3. During the agreed period, the Client will be entitled to the booth space as stipulated by Cross in the Participation Contract.
4. Cross will be entitled to change the layout of the conference and change the space for a booth allocated to the Client. In such a situation, Cross will make its best efforts to offer the Client the equivalent booth surface area.

Clause 28. Client's obligations

1. The Client is obliged to use the booth it is allocated in a manner that is consistent with the purpose for which it was allocated. The Client may express a preference for a location. Cross and/or the Third Party will never be obliged to honour the preference(s) expressed by the Client, and can allocate a booth to the Client as they see fit.
2. The Client is prohibited from waiving or delegating the full use of the booth in favour of third parties, regardless of what such waiver or delegation is called.
3. The Client is prohibited from using the booth allocated to it in such a way that it presents a noise nuisance, obstructs access, could present a danger or cause damage to other participants or visitors, such to be determined at the sole discretion of Cross – and/or the Third Party.
4. The Client is obliged to take down its booth within the period set for that purpose, vacate the booth space and deliver it vacant and clean, with due observance of the Third Party's requirements in this respect.
5. The Third Party is entitled to issue safety and other instructions in order to ensure that the Conference is run smoothly.
6. If the Client fails to adhere to any provision in these General Terms and Conditions, or to any instruction issued by Cross and/or the Third Party, then Cross and/or the Third Party will be entitled to take all measures they deem necessary, including, but not limited to:
 - a. denying access to the Conference or the set-up sessions;
 - b. shutting down the Client's booth and/or removing, storing, transporting and/or destroying certain items from the booth at the Client's risk and expense;
 - c. refusing to allow the Client to participate in a subsequent Conference.

Clause 29. Items to be Displayed

1. If applicable, the Client may keep the booth stocked with sufficient items throughout the conference.

2. The Client is not entitled display any items other than those stipulated in the Participation Contract.
3. The Participant will bear the risk and expense associated with the Client's items and will continue to do so throughout the Conference, including during the set-up and take-down periods. Cross will not be liable for damage to, or loss or theft of, the goods and/or items belonging to the Participant.

Clause 30. Cancellation

1. If the Client cancels the Participation Contract, Cross will be entitled to claim compensation of the loss it incurred as a result of that cancellation of at least 50% of the amount related to the participation in question upon cancellation.
2. The Client must notify Cross of the cancellation in writing.
3. A cancellation on the basis of this clause does not release the Client from its other obligations under the contract that Cross entered into with the Third Party on behalf of the Client on the basis of which the Client will participate in a Conference.
4. As a supplement to the provisions in Clause 9 of these General Terms and Conditions, Cross has the right to dissolve the Participation Contract with immediate effect and/or suspend performance of the Contract if one of the following events occurs:
 - a. a competent government body issues an instruction, binding or otherwise, or imposes a requirement on the Third Party with regard to the organisation or structure of the Conference, or the permit needed for same;
 - b. in Cross's view, too few participants register for the Conference;
 - c. Cross and/or the Third Party become(s) aware of a situation and/or gain new insight of such nature that, had Cross known of the situation and/or insight in advance, it would not have permitted the Client to participate in the Conference.

If Cross exercises its right to dissolve the Contract or suspend performance, the Client will bear all ensuing costs and loss incurred and all Cross's claims will become immediately due and payable.

Section IV: The Platform

Clause 31. Applicability and Definitions

1. Section IV (The Platform) also applies to Section I if the Client concludes a Contract with Cross based on which Cross makes an online environment and/or Platform available to the Client as a Service.
2. In the event of any conflict between the provisions of Section I (General Conditions) and Section IV (The Platform), the provisions of Section IV (The Platform) will prevail.
3. In addition to the provisions of Clause 1 of these General Terms and Conditions, the following definitions apply for this Section IV:
 - a. **Platform:** an online environment Cross makes available to the Client and/or its end-users.

Clause 32. Nature of the Services

1. Cross will enter into a Contract with the Client based on which Cross makes an online environment and/or a Platform available to the Client.

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2. The Parties can agree that Cross will create a custom Platform for the Client.
3. Cross will populate the Platform with the content supplied by the Client. The Client bears the entirety of the risk and expense associated with the content it supplies.
4. Cross will provide to the Client a non-transferable and non-exclusive right of use for a fixed term for the use for the Platform. The specifications of the term, the number of users and the prices for the subscription are specified in the Contract.
5. Cross may impose additional restrictions or conditions on accessing and using certain parts or functionalities of the Platform.

Clause 33. Information Provision

1. The Client is obliged to provide Cross with the necessary information and/or content for the Platform.
2. The Client is independently responsible for all content which the Client makes available on or via the Platform.
3. By providing content to Cross, the Client guarantees that it is the owner of all the information that it provides to Cross, or that it is authorised/entitled to publish/disclose such information via the Platform.
4. The Client also guarantees that all the information and/or data that it publishes on the Platform via Cross is unencumbered by any third-party intellectual property rights, and that it does not violate any applicable laws or regulations.

Clause 34. Client's Obligations

1. The Client is not permitted to disclose, reproduce and/or change any information on or about the Platform without Cross's permission.
2. The Client is responsible for using the Platform with due care. In particular, the Client must:
 - a. ensure that the internet, telecommunication and/or other services, devices and software are appropriate and safe for the use of the Platform;
 - b. refrain from using the Platform in such a way as to prevent its proper functioning, breach its security or cause damage or loss to Cross, the Platform or third parties;
 - c. refrain from spreading any viruses via the Platform or otherwise disrupting the devices or systems of Cross or any other users of the Platform.
3. The Client is not permitted to use the Platform for acts contrary to the law, which in any case includes storing or distributing through the Service any information that is defamatory, pornographic, or racist, creating an account under someone else's name or otherwise impersonating another person; using indecent language; placing information on web locations not intended for that purpose; distributing information in violation of copyright, placing hyperlinks to information as referred to above; violating the privacy of third parties, for example by distributing personal data of third parties without permission.

Clause 35. Account

1. The Client must create an account in order to use the Platform.
2. During the registration procedure, the Client selects a user name and password which the Client can use to log in to the Platform after registering. The Client is responsible for choosing a sufficiently secure password.

3. The Client must keep its login details, user name and password strictly confidential. Cross is not liable for any misuse of the login details, and Cross is always entitled to presume that the party logging in to the Platform is actually the Client. The Client bears the responsibility and risk associated with everything that is done via the Client's account.
4. If the Client knows or suspects that another party has unauthorised access to the Client's login details, the Client must change its password as soon as possible and/or notify Cross of that access for that Cross can take any suitable measures that may be necessary.

Clause 36. Availability of the Platform

1. Cross bears a best-efforts obligation to provide the Client with uninterrupted availability of, and access to, the Platform, but does not guarantee that the Platform will be fully accessible at all times.
2. If and to the extent that Cross determines that a hazard might arise from the use of the Platform, it may temporarily or permanently block access to the Platform. Cross is also entitled to take all measures it considers reasonably necessary to ensure the effective functioning of an Account and the Platform.
3. Cross is not responsible for any failures or disruptions in the Internet and telecommunications structure on which Cross has no influence and which could lead to interruptions in the availability of the Platform. Cross may – temporarily and with due observance of the Client's legitimate interests – limit the availability of the Platform if Cross considers this necessary in connection with any limits on capacity, the security/integrity of Cross's servers or maintenance to be performed on the Platform. Cross is entitled to perform maintenance on the Platform and may introduce new functionalities.
4. To the extent possible, Cross will keep the Client informed of any changes to the Platform, unless those changes are minimal and will not significantly impact its use.
5. In situations of *force majeure* or national emergencies, Cross may temporarily or permanently modify the manner in which its Service is offered. In this respect, Availability may be temporarily limited or expanded.
6. Cross actively maintains the Platform. Maintenance may be performed at any time, even if this may limit Availability.

Clause 37. Intellectual Property Rights

1. The Client accepts that the Platform, the Services, the related software, the structure and the software applications, in the broadest sense of the terms, are all part of Cross's Intellectual Property.
2. The material and/or content that the Client supplies and that Cross puts on the Platform will remain the property of the Client. Cross will acquire a right to use this information in the context of the Service, including for any future issues that may arise in that respect. The limited right of use will also encompass the right to process the information in aggregated and anonymised form for statistical purposes, provided that this information cannot be traced to a natural person.

Clause 38. Unlawful conduct

1. Should any actual or potential criminal and/or unlawful acts occur, Cross will be obliged to report these to the police and to provide the competent authorities with the information which the Client has provided to Cross, as

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well as to perform all acts requested of it in the context of the investigation. Cross is entitled to deny the Client access to the account and to the Platform.

2. If, in Cross's view, the functioning of the Platform is being obstructed, harmed or otherwise jeopardised, Cross will be entitled to take all measures it considers reasonably necessary to eliminate or prevent this threat. In that context, Cross is specifically authorised to amend or delete information entered by the Client with immediate effect.
3. If and to the extent that a situation involves an infringement of rights held by Cross or third parties, and/or unlawful acts on the part of the Client, Cross will also be entitled to delete the Client's account or to impose other restrictions on the use of the Client's account or the Services.
4. Cross is not liable for any harm of any nature whatsoever arising from the use, improper or otherwise, of the Platform.