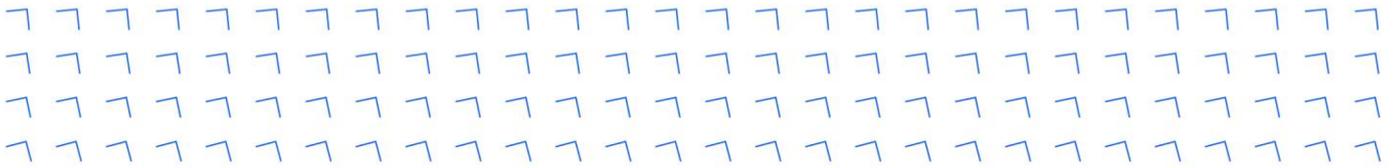


General Terms and Conditions
Blue Field International B.V.



General Terms and Conditions

Version: 1 August 2021

Article 1 - General

- 1.1 Blue Field (Blue Field International Chamber of Commerce 63252856), having its registered office at Joan Muyskenweg 39, 1114 AN Amsterdam, and all operating companies affiliated with it (Blue Field Agency, Totta Research, Totta DataLab, LinkDesign and Clickvin), is a full-service marketing consultancy firm having as its object the successful deployment of marketing, advertising and media. The services offered by Blue Field can be divided into the following subareas: Strategy regarding Marketing, Advertising & Media, Media Planning, Media Execution and Development for both offline and online media, Performance Based Marketing, E-commerce, Insights and Analytics, Branding & Design.
- 1.2. These General Terms and Conditions ("Terms and Conditions") form part of all agreements concluded by Blue Field ("Contractor") with any commissioning party ("Client") and also apply to all (other) acts and legal acts between the Contractor and the Client that are related to the (intended) provision of services under the assignment by the Contractor, even if those (legal) acts are performed by third parties on the instructions of the Contractor or may not lead to or are not related to an agreement. Any quotation, offer, instruction or agreement between the parties are referred to hereinafter as an "Assignment".
- 1.3 Deviations from these Terms and Conditions (including on the part of the Contractor's operating companies) can only be agreed in writing as special conditions and only apply to the Assignment to which they have been explicitly declared applicable. Any general terms and conditions of the Client will not apply unless the parties agree in writing to the full or partial applicability of said terms and conditions in addition to the applicability of these Terms and Conditions.
- 1.4 If one or more provisions of the Terms and Conditions are null and void or voidable, the other provisions of these Terms and Conditions will continue to apply in full.
- 1.5 Every Assignment (in connection with Insights) will take place with due observance of the international MOA (ICC/ESOMAR Code of Conduct) on market and social research, in so far as not deviated from in these General Terms and Conditions.

Article 2 - Preconditions

- 2.1 The Contractor must sufficiently familiarise itself with the Client's objectives pertaining to the Assignment.
- 2.2 Proposals by the Contractor are based on the information provided by the Client. The Client warrants that it has provided all essential information for the design and performance of the Assignment to the best of its knowledge. The Client also warrants that it is entitled to use all data provided to the Contractor to perform the Assignment, including personal data.
- 2.3 The Client itself is responsible for determining whether the nature and scope of the Assignment correspond with the Client's needs.
- 2.4 All information provided by the Client to the Contractor during the performance of any Assignment is strictly confidential and the Contractor is obliged to observe its confidentiality. This confidentiality obligation also applies if the Contractor has received information from the Client and the Assignment is not given to the Contractor.
- 2.5 The Contractor reserves the right to change the services under the Assignment during the term of the agreement concluded with the Client. More specifically, the Contractor has the right to modify a service if it is based on a change imposed on

the Contractor by a contracting partner or by changes in legislation and/or applicable law, force majeure or unforeseen circumstances.

- 2.6 The Contractor grants the Client the irrevocable, non-exclusive, non-transferable right to use the Applications (possible software applications that the Contractor provides to the Client during the term of the Assignment, online or otherwise), in accordance with the applicable laws and regulations and exclusively within the framework of the agreement between the Client and the Contractor. This right of use ends upon termination of the Assignment, regardless of the reason for the termination.
- 2.7 The Contractor is entitled to temporarily or permanently block access to all or parts of the Applications, or to restrict their use if the Contractor believes this is necessary. The Contractor is entitled to make procedural and technical changes and/or improvements to the Applications. If these changes result in a greatly reduced availability of the Applications, the Contractor will inform the Client of this in good time. The Contractor is not liable for any direct or indirect damage or costs incurred by the Client as a result of any measures set out in this article.
- 2.8 The Contractor will always make reasonable efforts to maintain the Applications, subject to the time required for maintenance work.

Article 3 - Client's obligations

- 3.1 The Client warrants that it has all the necessary rights to have the Assignment performed, and that it can transfer these rights to the Contractor in so far as necessary and without this leading to any infringement of third-party rights.
- 3.2 In particular, the Client warrants that it has the intellectual property rights within the meaning of the Copyright Act (*Auteurswet*), and all other intellectual property rights with regard to the content supplied by it, and that it is authorised, in so far as necessary to perform the Assignment, to publish such content and to disclose it to third parties for the purpose of publication. The Client bears sole responsibility for the accuracy of its content and bears exclusive liability for any infringement of any rights. The Client warrants that the content supplied by it, and the use thereof by the Contractor, as well as the links to certain web pages, are not contrary to the relevant laws and regulations.
- 3.3 In the event of a breach of these Terms and Conditions, the Client shall immediately remove the content in question, reimburse the Contractor for all damage caused by the breach, and shall indemnify the Contractor against all claims brought and to be brought by third parties for such breach, and shall fully compensate all costs of defence .

Article 4 - Proposals and quotations

- 4.1 All of the Contractor's proposals and quotations are, in principle, without obligation, and remain valid for one month unless the offer states a different period for acceptance. An Assignment will be deemed to have been concluded once the Contractor has confirmed the Assignment after agreement has been reached on the proposal, or after agreement has been reached because the Client has started performing the Assignment with the Client's knowledge, or in the absence thereof by the Contractor being handed relevant documents and items necessary for the performance of the Assignment.
- 4.2 The Contractor may charge costs for making a proposal, provided that this has been agreed with the Client in advance.
- 4.3 If the Client has requested more than one (potential) contractor to submit a proposal, the Client is obliged to inform all (potential) contractors of the number of requests. If the Client fails to perform this obligation and no assignment is granted to the Contractor, the Client shall owe all costs incurred by the Contractor in connection with making the proposal.

- 4.4 The rates and costs offered by the Contractor cannot be increased for four months after the offer, unless the performance of the Assignment cannot take place within the period stated in the proposal due to the Client's actions or the Contractor has reserved the right of increase. The amounts stated in quotations are always exclusive of VAT and other government levies and applicable costs unless agreed otherwise.
- 4.5 In the event of Assignments which involve projects being repeated annually or several times each year, the Contractor is entitled to index the rates and costs each year on 1 January based on the Statistics Netherlands consumer price index.
- 4.6 The Contractor reserves the right to refuse the Assignment without stating reasons.
- 4.7 If, at the Client's request, the Contractor draws up a quotation for third-party costs, this quotation will only be indicative. In the event of collaboration with third parties subsequently concluded, the third-party terms and conditions will apply to the relevant deliveries in addition to these General Terms and Conditions.

Article 5 - Liability

- 5.1 The Contractor shall perform the Assignment to the best of its knowledge and ability. This obligation constitutes a best-efforts obligation unless agreed otherwise in writing. The Contractor's liability due to attributable failure in the performance of the Assignment is limited to compensation of the direct damage ensuing from that breach of contract to a maximum of the invoiced amount under the relevant Assignment over twelve months prior to the notice of liability, or the payment to be made to the Contractor by the insurers, with the higher amount being applicable. Except in the event of wilful intent or gross negligence on the part of the Contractor, the Contractor cannot be held liable for:
(i) errors in the material provided by the Client, (ii) misunderstandings or errors in the performance of the Assignment if these are caused by the Client's acts, (iii) errors by third parties engaged by or for the Client, (iv) errors in quotations from suppliers or for amounts exceeding quotations from suppliers, and (v) errors in the design or the text/data, if the Client has checked and/or approved such. Unless agreed otherwise, an investigation into relative intellectual property rights is not part of the Assignment and the Client will be liable in this respect.
- 5.2 Any damage caused by test material, or its use, made available to the Contractor by the Client is for the account of the Client, unless this damage is attributable to wilful intent or gross negligence on the part of the Contractor or its staff. The Client indemnifies the Contractor or its staff against any claims that third parties may have in this respect.
- 5.3 The Contractor's liability for consequential damage, including lost profits and loss of savings, is excluded.
- 5.4 Regardless of any shorter statutory periods, all claims against the Contractor ensuing from the Assignment must be brought within two (2) months of arising, without prejudice to any mandatory statutory periods that deviate from this.
- 5.5 Without prejudice to the foregoing, the Client indemnifies the Contractor from and against any claims of third parties that suffer damage in connection with the performance of the Assignment and which damage is attributable to the Client.
- 5.6 Before manufacturing, reproduction or disclosure commences, the parties must give each other the opportunity to check and approve the latest models, prototypes or tests of any design. Colours in PDF proofs (screen colours) may differ from printed colours. The Contractor cannot be held liable for this difference.

Article 6 - Delivery period, schedule and transfer of risk

- 6.1 Agreed delivery periods are not binding in the event of delay due to unforeseen circumstances related to interim changes in the Assignment or factors beyond the Contractor's control. If the Contractor foresees a delay, it will immediately inform the Client.
- 6.2 If the Client wishes to make a change to the agreed time schedule, the Contractor will cooperate, provided that the Client consults with the Contractor in good time and also on the condition that, depending on the circumstances of the case in question, the Contractor can reasonably be required to cooperate. The latter will also depend on the Client's willingness to compensate the costs that the Contractor must incur as a result of the change in the agreed time schedule desired by the Client.
- 6.3 The Client must purchase or take delivery of the items constituting the subject of the Assignment immediately upon completion. If the items are available to the Client or are offered to the Client for delivery but the delivery is not accepted by the Client for any reason whatsoever, delivery will be effected by means of a written notification from the Contractor to the Client.
- 6.4 The risk of loss or damage to the items that are the subject of the Assignment will pass to the Client upon the legal and/or actual delivery of such items to the Client and when these are thus brought under the Client's control or under the control of a third party to be designated by the Client or when the items are ready for delivery, all after the Client has been informed thereof in writing.

Article 7 - Term and termination

- 7.1 The agreement relating to the Assignment is concluded for an indefinite period of time, unless the parties have agreed otherwise.
- 7.2 The parties may terminate the agreement at any time in writing with due observance of a notice period of six (6) months, unless agreed otherwise.
- 7.3 A party is authorised to terminate the agreement, in whole or in part, at that party's discretion, with immediate effect, without further notice of default, solely for the future in the event and at the time that: (i) the other party files for bankruptcy or is declared bankrupt, (ii) control over or the decisive vote in the other party passes to a third party, (iii) either party fails to perform an obligation to the other party or fails to do so in full and fails to remedy this within a period of 30 days to be set by the other party in writing.
- 7.4 If the agreement is terminated prematurely by the Client, the Contractor is entitled to compensation for the resulting loss of capacity utilisation, unless the facts and circumstances that led to the termination are attributable to the Contractor.
- 7.5 In addition, the Client will continue to be obligated to pay the invoices for work carried out until then. The initial results of the work carried out up to that point will be made available to the Client, subject to payment of the invoices.
- 7.6 If the agreement is terminated prematurely by the Contractor, the Contractor will, in consultation with the Client, arrange the transfer of work to be carried out to a third party, unless the facts and circumstances that led to the termination are attributable to the Client.
- 7.7 If the transfer of the work entails extra costs for the Contractor, the Client shall be liable for such costs.
- 7.8 If the Client wishes to make a change to the agreed time schedule, the Contractor will cooperate, provided that the Client consults with the Contractor in good time and also on the condition that, depending on the circumstances of the case in question, the Contractor can reasonably be required to cooperate. The latter will also depend on the Client's willingness to compensate the costs that the Contractor must incur as a result of the change in the agreed time schedule desired by the Client.

- 7.9 The Contractor is authorised to suspend performance of the obligations pursuant to the agreement or terminate the agreement if: (i) the Client fails to perform the obligations ensuing from the agreement or fails to perform these in full, (ii) circumstances of which the Contractor learned after the conclusion of the agreement give good cause to fear that the Client will fail to perform its obligations under the agreement. In the event that there is good cause to fear that the Client will only perform its obligations in part or will not perform them properly, suspension will only be permitted in so far as the failure justifies it, and (iii) upon the conclusion of the agreement, the Client was asked to provide security for the performance of its obligations ensuing from the agreement and this security has not been provided or is insufficient.
- 7.10 In addition, the Contractor will be authorised to terminate the agreement if circumstances occur that are of such a nature that performance of the agreement is no longer possible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances occur that are of such a nature that the Contractor cannot be reasonably expected to maintain the agreement unchanged.
- 7.11 If the agreement is terminated, the Contractor's claims against the Client will become immediately due and payable. If the Contractor suspends performance of its obligations, it will retain its claims under the law and the agreement: The Contractor will at all times retain the right to claim damages.

Article 8 - (Premature) termination of the Assignment/suspension and termination of the Assignment

- 8.1 If, as a result of a cause attributable to the Contractor, the Contract is not performed in accordance with the proposal on which it is based, the Client will give the Contractor written notice of default and, with due observance of a period of one week, will give the Contractor a further opportunity to perform the Contract properly. The Client is not obliged to give the Contractor the opportunity to do so only if the provision of such opportunity cannot reasonably be required of the Client. Additional costs that the Contractor had to incur after having been given notice of default will not be eligible for compensation. The Client will be entitled to cancel the Assignment only if the Contractor's failure continues even after notice of default has been given.
- 8.2 If, as a result of a cause attributable to the Client, the Contractor has been unable to perform the Assignment or has been unable to perform it in accordance with the proposal on which it is based, the Contractor will give the Client written notice of default with due observance of a period of one week, making a further offer to perform the Assignment, unless this cannot reasonably be required of the Contractor. If the Client does not take up the aforementioned offer, the Client will be obliged to compensate the Contractor for any damage suffered by the Contractor as a result of the non-performance of the Assignment. The Contractor is entitled to terminate the Assignment without notice of default and/or suspend the performance of the Assignment if the Client fails to perform its obligations towards the Contractor, or fails to do so in good time or properly.
- 8.3 If the Assignment is terminated prematurely for any reason whatsoever, the Client will not be permitted to use or continue to use the designs made available to it and any licence extended to the Client as part of the Assignment or any right of use will lapse.

Article 9 - Changes/upward contract variation

- 9.1 If the Client wishes to make changes to the design and/or content of the Assignment, the Client will consult with the Contractor in good time. The Contractor will cooperate in the desired changes, provided that such can be

reasonably required of the Contractor and consensus is reached in this respect and on the additional costs that can either reasonably be charged or deducted.

- 9.2 The Contractor is never permitted to make changes to the agreed design and/or content of the Assignment without the Client's consent.
- 9.3 If the Contractor is required to perform more or less work than provided for in the proposal on which the Assignment is based, it will consult with the Client about this. The additional work to be performed by the Contractor will be at the Client's expense, unless the need to perform this additional work results from negligence on the part of the Contractor or because the Contractor made an incorrect estimate or could reasonably have foreseen the need for the work in question. The parties will determine the amount of the fee involved in the relevant additional work in consultation.

If the Contractor is required to perform less work, the Client may claim a reduction of the fee to be paid, provided and in so far as the Contractor also actually incurs lower costs as a result. The parties will determine the amount of the reduction involved in the performance of less work in consultation.

Article 10 - Force majeure

- 10.1 If a party is prevented from performing the Assignment or is unable to perform one of its obligations as a result of causes beyond that party's reasonable control, including disasters, fire, storm, tornado, tidal wave, flood, earthquake, epidemic, pandemic, acts of war, terrorist act, explosion, power failure, material shortage or rationing, labour dispute or disruption, strike, lock-out, lock-down, vandalism, sabotage, riots, disturbances, government measures or regulations, communication or utility breakdown, accident or insurrection, it will be exempted from its performance for as long as such inability to perform exists, and the performance period will be extended by the period of the delay or inability to perform resulting from such events. Notwithstanding the foregoing, either party may terminate the agreement in writing with due observance of a notice period of fourteen (14) days if the performance of the other party under this agreement is suspended for a period of more than sixty (60) consecutive days.

Article 11 - Payment

- 11.1 Payment must be effected within fourteen (14) days of the invoice date, in a manner to be specified by the Contractor in the currency as invoiced.
- 11.2 If the Client fails to pay within the period of fourteen (14) days, the Client will automatically be in default by operation of law. In that case, the Client will owe the statutory interest. The Client is not entitled to set off any amounts owed by it to the Contractor, nor shall it be entitled to suspend payment under any dispute in that respect. If the Client fails to perform its obligations, or fails to do so in good time, all reasonable costs incurred to obtain satisfaction out of court shall be for the account of the Client. In any event, the Client shall owe collection costs if there is a monetary claim. The collection costs will be calculated in accordance with the collection rate as advised by the Netherlands Bar Association in collection cases, with a minimum of € 350.00.
- 11.3 If the Contractor has incurred higher costs which were reasonably necessary, these will also be eligible for compensation. Any reasonable judicial and enforcement costs incurred will also be borne by the Client.
- 11.4 The interest on the payable amount will be calculated as from the time the Client defaulted until such time as the entire amount has been paid.
- 11.5 If the Client is wound up, is declared bankrupt or files for bankruptcy, is admitted to statutory debt restructuring pursuant to the Dutch Debt Restructuring (Natural Persons) Act [*Wet schuldsanering natuurlijke personen*], attachment is levied against it or is granted a suspension of payments, provisional or otherwise, the

Contractor's claims will fall due immediately and without judicial intervention. The Client allows the Contractor to pass on data about the Client to selected credit agencies if the Client repeatedly acts contrary to the payment terms under this article.

- 11.6 The Contractor is entitled to charge its costs each month for work performed and costs incurred for the performance of the Assignment. Payments will first be used to satisfy the costs, then to satisfy the interest that has become due and, finally, to satisfy the principal sum and the current interest.
- 11.7 In so far as applicable to any Assignment, the Contractor shall only make media purchasing if the full campaign amount of the present quarter, or the amount involved in the media purchase in that quarter, has been credited to the Contractor's bank account. In no event shall the Contractor finance or pre-finance campaigns for the Client, unless different arrangements are made in this respect.

Article 12 - Intellectual property

- 12.1 Unless otherwise agreed in the specific award of an Assignment, all intellectual property rights based on intellectual property laws and regulations (including copyright) on the following material are vested in or will be transferred to the Client:
- a. questionnaires, instructions, specifications, data files and other information provided by the Client;
 - b. the results of the Assignment - in the form of lists, probability scores, reports, recommendations, etc. - if the Assignment concerns qualitative and/or quantitative customisation for the Client, on the condition that the Client has paid the amount owed to the Contractor in respect of the Assignment in full.
- 12.2 The Contractor is not permitted to inform third parties of any part of the material referred to in Article 12.1 without the Client's consent.
- 12.3 All rights, including copyright, to the following material are and will remain vested in the Contractor:
- a. proposals, cost statements, quotations, etc.;
 - b. all material produced by the Contractor, such as models, texts, visual material, techniques, questionnaires, instruments and software, and the outcome of a multi-client market survey (both quantitative and qualitative) for more than one client.
- 12.4 The Client is not permitted to inform third parties of any part of the material referred to in Article 12.3 without the Contractor's consent. The designs developed by the Contractor will remain the exclusive property of the Contractor unless other arrangements have been made with the Client in the offer. In addition, the Client is not permitted to make or procure changes to the design without the Contractor's written consent.
- 12.5 The Client indemnifies the Contractor from and against third-party claims with regard to intellectual property rights on materials or data provided by the Client that are used in the performance of the agreement. If the Client provides data carriers, electronic files or software, etc. to the Contractor, it warrants that these data carriers, electronic files or software, etc., are free of viruses and defects.

Article 13 - Confidentiality

- 13.1 The parties shall observe confidentiality towards third parties with regard to the content of the Assignment and any related information, documents and data that are not in the public domain, and shall not disclose such content, information, documents or data to third parties. For the purposes of this article, 'third parties' are not understood to mean a company affiliated with the Contractor or professional

advisers of parties who, by virtue of their profession, are bound by confidentiality under the Assignment, by a professional code of conduct or by law. This obligation will remain in force for another two years after the end of the Assignment.

- 13.2 The obligation does not apply in the following cases: (i) if, in the Assignment, a party expressly authorises the other party to disclose information, (ii) with regard to information that is publicly accessible and known at the time of its publication, with the exception of address information, (iii) with regard to information independently produced without using the confidential information of the other party, (iv) if a party is required by law or by virtue of an official or court order to disclose the information, or (v) if confidentiality precludes a party from bringing its own claims.
- 13.3 The Client is obliged to safeguard the privacy interests of the respondents (if applicable with regard to the Market Survey). The Client shall only be entitled to use the research results obtained through the Market Survey for statistical or comparative purposes, provided that those results cannot be traced back to individual respondents. Nevertheless, the Client and the individual respondents will be free to mutually agree on arrangements that deviate from this provision.
- 13.4 The party invoking one of these exceptions assumes the burden of proof in doing so.

Article 14 - Personal data

- 14.1 Personal data within the meaning of the General Data Protection Regulation (GDPR) received by the Contractor in the context of the Assignment from/for the Client are obtained by the Contractor in the role of processor or subprocessor.
- 14.2 In so far as applicable, the Contractor shall only process the personal data in so far as this is necessary for the performance of the Assignment and with due observance of the purposes as determined by the Client, or in so far as this is required by statutory regulation. The Contractor shall not store or retain the personal data for other purposes or process the personal data in any other way.
- 14.3 The Contractor shall not transfer the personal data to a third party without an appropriate level of protection, and shall not do so without the prior written consent of the Client, and shall do so only if all statutory requirements for transfer have been met.
- 14.4 The Contractor shall implement appropriate technical and organisational security measures prescribed by law to secure the personal data against loss or any form of unlawful processing.
- 14.5 In the context of the provision of the services, the Contractor is entitled to engage processors or subprocessors who will process personal data for the Contractor.
- 14.6 The Client warrants that the personal data provided to the Contractor have been collected in accordance with applicable laws and regulations and that the provision to and further processing by the Contractor as described in this article is permitted under laws and regulations.

Article 15 - Final provisions

- 15.1 The Contractor is entitled to transfer all its rights and obligations under any agreement between the parties to a party affiliated with the Contractor.
- 15.2 The Client is not permitted to set off its claim or a third-party claim against claims of the Contractor, or to exercise a right of retention in any way.
- 15.3 If one or more provisions of the Terms and Conditions are null and void or otherwise unenforceable, this does not affect the validity of the other provisions of the Terms and Conditions.

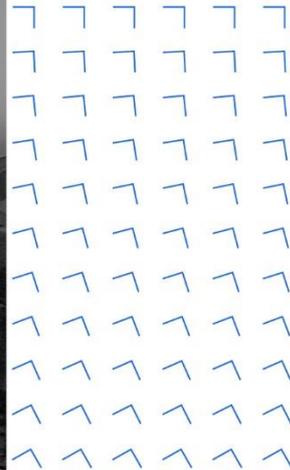
In such a case, the parties shall negotiate in good faith to amend the relevant provision in such a way that it is enforceable and does as much justice as possible to the intentions of the original provision.

- 15.4 The terms and conditions applicable at the time of the conclusion of the contract will apply. Any general terms and conditions used by the Client are not applicable. The Contractor reserves the right to amend these Terms and Conditions for future transactions. The Contractor shall notify the Client of such changes. The Client will be deemed to have agreed to the amended General Terms and Conditions if no objection to the amended provisions is made in writing within one month.

Article 16 - Applicable law/dispute settlement

- 16.1 The agreement (on which the Assignment is based) and all disputes ensuing from that agreement shall be governed by Dutch law. The parties irrevocably agree to the exclusive jurisdiction of the Amsterdam District Court in connection with all actions arising out of or in connection with that agreement, and waive any objection to the effect that such location is an inconvenient forum.

These General Terms and Conditions have been filed with the Amsterdam Chamber of Commerce under number 63252856.



letstalk@bluefield.eu
+31 85 40 15 165

Amsterdam
Joan Muyskenweg 39
1114 AN Amsterdam
The Netherlands

Munich
Mandlstraße 26
80802 Munich
Germany

bluefield.eu

Bluefield © 2020, Amsterdam

All copyrights and intellectual property rights of this presentation are owned by Bluefield in Amsterdam. It is not permitted without written permission from Bluefield to reproduce this presentation or share it with third parties, or outsource work arising from the content of this presentation to third parties.