

Bluefield General Conditions

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1. Subject and applicability of the conditions of sale

1.1. Bluefield (Bluefield International KVK 63252856, Bluefield Media KVK 56580436, Bluefield Agency KVK 56580312, Clickvin B.V. | Immense | D-sign internet productions Kvk 64946991, Link Design B.V. | Link Interactive | Socialnomics | Dutch Design Network (DDN) Kvk 33282888, Totta Research B.V., KVK 56673493, Totta Data Lab B.V., KVK 67771467) is a full-service (advertising & media) consultancy with the goal of deploying marketing, advertising and media focused on results. Bluefield's offering can be subdivided into the following domains: marketing strategy, advertising strategy and media strategy, media planning, media execution and development for both off-line and online media, performance-based marketing and e-commerce.

1.2. These General Conditions are part of all agreements and apply moreover to all (other) activities and legal transactions between Bluefield and Client that relate to the (intended) delivery of services by Bluefield, also in such cases in which those (legal) transactions do not result in, or are not related to, an agreement.

2. Definitions**2.1. In these conditions, the following concepts carry the following meaning.**

- (a) Client: any natural person or legal entity at whose behest Bluefield performs services, or with whom Bluefield concludes an agreement or with whom Bluefield conducts discussions or negotiations about the conclusion of an agreement;
- (b) Services: all work activities, in any form and by any name whatsoever, that Bluefield performs for or on behalf of Client;
- (c) Applications: all software applications that Bluefield makes available (online) to Client throughout the duration of the agreement;
- (d) Bluefield: Bluefield's registered offices are located at MediArena 11, 1114 BC, Amsterdam;

3. The Services

3.1. Bluefield's provision of services comprises media strategy, media planning and media execution for both off-line and online media. Bluefield retains the right to make changes to the services throughout the duration of the agreement. More particularly, Bluefield is entitled to make changes to a service if this is based on a mandatory change required of Bluefield by a contract partner or by changes in legislation and/or applicable law.

3.2. Bluefield grants the Client the irrevocable, non-exclusive, non-transferable right to use the Applications in accordance with applicable laws and

regulations and solely within the context of the agreement between the Client and Bluefield. This right of use terminates at the moment the agreement terminates, regardless of the reasons for this.

- 3.3. Bluefield is entitled to block access to (parts of) the Applications, temporarily or otherwise, or to limit their use if, in Bluefield's opinion, this is not necessary. Bluefield is entitled to implement procedural and technical changes and/or improvements to the Applications. Should these changes result in considerably reduced availability of the Applications, then Bluefield shall inform Client of this in a timely manner. Bluefield is not liable for any damages or costs incurred by Client resulting from any of the measures stated in this article.
- 3.4. Bluefield shall make efforts to keep the Applications operational, except for the time required for maintenance activities.

4. Client's obligations

- 4.1. Client guarantees that he has full availability of all rights required to execute the agreement and that he can transfer these rights to Bluefield as necessary without this causing a breach of the rights of third parties.
- 4.2. In particular, Client guarantees that the intellectual property rights in the sense of copyright and all other intellectual property rights related to the content he delivers are available to him and that he is authorised, to the extent required to execute the agreement, to publicise such content and reveal this to third parties for purposes of publication. Client bears the sole responsibility for the accuracy of his content and bears sole liability for any infraction of rights. Client guarantees that the content he delivers and its use by Bluefield, along with any links to other webpages, do not contravene relevant laws. In particular, Client guarantees that he shall not forward any content whose publication or distribution is forbidden by law (e.g. because it contravenes criminal law or mandatory law), is contrary to good morals, or infringes the rights of third parties (moral rights, usufruct for names, copyrights, trademarks, data protection rights, other industrial property rights etc.). In addition, Client shall communicate no content that glorifies war or that can undeniably have a pernicious influence on children and young people, that represents people either dying or who are or were subject to extreme physical or psychological suffering in a way that infringes on human dignity, or shows an actual event without a justified interest in this specific manner of presentation, or that otherwise violates human dignity, contravenes (Dutch) law concerning narcotics, the Opium Act or the Arms Act or that may not be made publicly accessible, and Client shall refrain from the introduction of viruses, Trojan horses or other equivalent programs, or which may not be made publicly accessible, that can cause damage to data or systems or that can record or remove data or systems in secret.
- 4.3. In the event of breaching these conditions, Client shall immediately remove the particular content, shall compensate Bluefield for all damages caused by the breach and shall indemnify Bluefield against all claims lodged and to be lodged

by third parties because of the breach, and Client shall fully compensate for all costs of defence. Any limitations to liability, such as those included in article 7 of these Conditions, do not apply to the aforementioned. In the event that court proceedings are conducted against Bluefield on the basis of such a breach, then Client, at Bluefield's request, shall make himself a party to the dispute on the side of Bluefield. In the event of such a breach, Bluefield can immediately suspend its services and terminate the agreement without notice.

5. Payment

- 5.1. Unless agreed otherwise beforehand, Client shall transfer payment for the Services performed by Bluefield to a bank account indicated by Bluefield within 14 (fourteen) days after the invoice date.
- 5.2. Bluefield shall perform media buys only after the entire campaign amount for the current quarter, or the amount associated with the media by for that quarter, has been deposited to Bluefield's bank account. Bluefield shall in no case (pre-) finance campaigns for Client unless deviating arrangements are made for this.
- 5.3. Without further notice of default, Client shall owe the legal interest applicable in the Netherlands on all amounts unpaid within the deadline of the last day of the payment and starting on that day. At the end of each month, the amount on which the interest is calculated shall be increased by the interest owed for that month.
- 5.4. Objections concerning the (amount of the) invoice must be submitted in writing, immediately after receipt of the invoice, to the address of the sender stated on the invoice. Bluefield must receive objections no later than six weeks after the invoice date, on pain of lapse of the entitlement to lodge an objection to the invoice.
- 5.5. In the event that Client repeatedly acts in contravention of this article 5, Client grants Bluefield permission to provide selected credit agencies with information about Client.

6. Force majeure

- 6.1. In the event of shortcomings on the part of Bluefield in its (timely) compliance with its contractual obligations as a consequence of force majeure such as war or social unrest, natural disasters or fire, epidemics or quarantine, shortcomings on the part of its suppliers, governmental measures or such circumstances, e.g., Bluefield shall be exempt from compliance with those obligations, to the extent that the situation of force majeure affects these.

7. Bluefield's liability

- 7.1. Bluefield's liability due to attributable shortcoming in its compliance with this agreement (breach) is limited to compensation of the direct damage arising from the breach up to the invoiced amount for the Services for the particular assignment over a period of 12 months prior to the notice of breach. Purchases of media and advertisements from third parties at the behest of Client lie outside this liability.

- 7.2. The liability of each of the parties for indirect damages, namely forgone profits and savings, is excluded.
- 7.3. The limitations and exclusions of liability included in articles 7.1 and 7.2 do not apply if the damage from a party is the result of the other party's intent or deliberate recklessness or of such acts on the part of that party's highest-ranking supervisory personnel, or if liability cannot be excluded on the basis of compulsory legal provisions. Regardless of any shorter statutory deadlines, all claims against Bluefield arising from this agreement must be brought before the court within two (2) months after these occur, without prejudice to any compulsory statutory deadlines, which may deviate from this.

8. Duration, suspension and termination

- 8.1. The agreement is concluded for an indefinite period of time, unless parties have agreed otherwise.
- 8.2. The agreement can be cancelled, dissolved or otherwise terminated only to the extent provided for in this article 8.
- 8.3. Parties can cancel the agreement in writing at any moment by taking a cancellation period of six (6) months into account, unless agreed otherwise.
- 8.4. A party is authorised to dissolve this agreement immediately and without further notice and solely for the future - either entirely or partially, at its option - in the event that and at the moment that:
- (a) the other party requests bankruptcy or is declared bankrupt;
 - (b) control over the other party or the deciding vote in the other party comes to redound to a third party;
 - (c) the other party does not satisfy any obligation to the other party or does not do so completely and this shortcoming is not resolved within a time period of 30 days, which the other party shall state in writing.
- 8.5. Should Client terminate the agreement in the meantime, Bluefield is entitled to compensation for the loss of personnel arising from this, unless facts and circumstances attributable to Bluefield are the basis for the cancellation.
- (a) Furthermore, Client is obliged to pay the invoices for the work activities performed up to that point. The preliminary results of the work activities performed up to that point shall be made available to Client on the condition of payment of the invoices;
- 8.6. Should Bluefield terminate the agreement in the meantime, then Bluefield, in consultation with Client, shall ensure the transfer of the work activities yet to be performed to third parties, unless facts and circumstances attributable to Client are the basis for the cancellation.

- (a) Should the transfer of the work activities present extra costs for Bluefield, Client is obliged to compensate for these.

8.7. Bluefield is authorised to suspend its compliance with the obligations pursuant to the Agreement or to dissolve the Agreement if:

- a) Client does not comply with the obligations in the Agreement or does not do so in full;
- b) Bluefield, on the basis of circumstances made known to it after the conclusion of the Agreement, has good reasons to fear that the Client shall not comply with the obligations in the Agreement. In the event that good reasons exist to fear that the Client shall comply only partially or improperly, then the suspension is permitted only to the extent that the shortcoming justifies this;
- c) Client, upon the conclusion of the Agreement, is requested to provide surety for the payment of his obligations in the Agreement and this surety remains unmet or is insufficient;

8.8. Furthermore, Bluefield is authorised to dissolve the Agreement (or to have this be done) if circumstances arise of such a nature that compliance with the Agreement is no longer possible, or that, within the bounds of reasonableness and fairness, circumstances arise of such a nature that Bluefield cannot otherwise reasonably be expected to honour compliance with the unchanged Agreement.

8.9. If the Agreement is dissolved, Bluefield's claims on the Client are due and payable immediately. If Bluefield suspends its compliance with the obligations, it retains its claims by law and by virtue of the Agreement;

- (a) Bluefield always retains the right to claim compensation of damages.

9. Confidentiality

9.1. Parties shall attempt to maintain confidentiality toward third parties with respect to the content of this agreement and all information, documents and data related to this that cannot be found in the public domain and not to publicise such content, information, documents or data to third parties. For purposes of this article, "third parties" are not understood to be enterprises allied with Bluefield or professional advisers of parties who, pursuant to their profession, are bound to confidentiality in agreements, to professional codes of conduct or by law, and who are involved with the conclusion, evaluation or implementation of the agreements on behalf of one of the parties, such as accountants, tax advisers, lawyers and consultants in particular. After the end of this agreement, this obligation still remains in force for two years. The obligation does not apply in the following cases:

- (a) if this agreement or one of the parties expressly authorises the other party to publicise information;
- (b) with regard to information that is generally accessible and known at the moment of its publication, with the exception of address information;
- (c) with regard to information created independently without the use of confidential information from the other party;
- (d) if a party is required to publicise the information pursuant to an official or court order; or
- (e) if confidentiality stands in the way of a party's lodging its own claims.

9.2. The party making a claim to one of these exceptions takes on the burden of proof for this.

10. Protection of personal information

- 10.1. In the context of Bluefield's provision of Services for Client, Bluefield obtains personal information - in the sense indicated by the (Dutch) law on the protection of principal information - and Bluefield obtains this information in the role of (sub) processor.
- 10.2. Bluefield shall process the personal information solely to the extent necessary for the execution of the agreement and shall take the purposes into account determined by the Client, or to the extent that this is required based on a legal instruction. Bluefield shall not archive, store or process the personal information for other purposes in any other manner whatsoever.
- 10.3. Bluefield shall not forward the personal information to a third country without an appropriate level of protection, without prior written permission from Client, and then only if all legal requirements for that forwarding have been met.
- 10.4. Bluefield shall execute appropriate technical and organisational security measures to protect the personal information from loss or any form of unlawful processing. !
- 10.5. In the context of the provision of the Services, Bluefield has the right to hire (sub) processors (such as an affiliate network, e.g.) who will process personal information for Bluefield. !
- 10.6. Client guarantees that the personal information provided to Bluefield has been collected in accordance with the applicable laws and regulations and that the provision to and further processing by Bluefield, as described in this article 10, are permitted on the basis of these laws and regulations.

11. Final provisions

- 11.1. The agreement and its execution are subject to Dutch law, with the exclusion of the CISG dated 11 April 1980. In the event of disputes, the court in Amsterdam is the (sole) competent court.
- 11.2. The conditions that apply at the moment of the conclusion of the contract are applicable. Any general conditions used by the Client do not apply. Bluefield retains the right to change these conditions of sale for purposes of future transactions. Bluefield shall inform the Client of these changes. Client will be expected to have agreed with the changed general conditions if he has not made a written objection to the changed provisions within one month.
- 11.3. Bluefield is entitled to transfer all of its rights and obligations under any agreement between parties to an enterprise allied with Bluefield.
- 11.4. Client is not permitted to settle claims against Bluefield's claims or to exercise any right of retention in any manner whatsoever.
- 11.5. Should one or more provisions in this agreement be null and void or otherwise unenforceable, then this does not affect the validity of the remaining provisions in the agreement. In such cases, parties shall act in good faith concerning the adaptation of the particular provision in such a manner that this is indeed enforceable and corresponds as much as possible with parties' intentions concerning the relevant provision.