

Barts *Boekje*

GENERAL TERMS AND CONDITIONS

1. Definitions

Offer: the legal act, the offer, whether or not verbal, resulting in an Agreement upon acceptance (as referred to in Book 6, Section 217 of the Dutch Civil Code).

Cancellation: all forms of termination or dissolution of the Agreement/Order.

Barts Boekje: Barts Boekje B.V., having its registered office at Oudezijds Achterburgwal 121A, 1012 DE in Amsterdam, registered with the Trade Register of the Chamber of Commerce under number 74495348.

Content: any material to be created and/or produced by Barts Boekje on behalf of the Client, including, but not limited to, campaigns, images, video, audio, social media statements and texts, both for the Barts Boekje Platform and for other channels.

Service(s): the services to be provided by Barts Boekje to the Client on the basis of the Agreement, which include in any case: offering advertising space on the Website, placement of do-follow links to websites on the Website, offering opportunities to sponsor or participate in (part of) the Website, creating (sponsored) Content for the Barts Boekje Platform or for the Client's own channels. The Service(s) are further described in the Order Confirmation or Agreement.

Quotation: any offer made by Barts Boekje to the Client in response to a request for the execution of an Order.

Order: all forms of service provided by Barts Boekje.

Order confirmation: see Agreement.

Client: the legal entity or person identified as such in the Order Confirmation or Agreement who has made or wishes to make an Agreement with Barts Boekje, or for whom Barts Boekje makes an Offer or provides a Service, and the Client's representative.

Agreement: the arrangement or arrangements in any form, such as an Order Confirmation, made between Barts Boekje and the Client, whether in the past (with retroactive effect) or in the future, and any amendment or supplement thereto, as well as any further terms and conditions on which Barts Boekje will provide its Services.

Party/Parties: Barts Boekje and the Client, both individually and together.

Platform: the (media) channels of Barts Boekje, including the Website, social media profiles and print.

Fee: the fee agreed for the Order. This may consist of a fixed amount, hourly rate, project price or fixed fee. The most recent standard rates are published in the rate card, which can be found at www.bartsboekje.com.

Terms and Conditions: the present general terms and conditions.

Website: a website operated by Barts Boekje or one of its representatives, in the broadest sense of the word and therefore including social-media platforms.

2. Applicability & general

2.1. These Terms and Conditions apply to and form an integral part of the agreements contained in

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the Contract (also referred to as Order Confirmation) and all related and ensuing (legal) acts concerning the execution of an Order and the provision of Services by Barts Boekje.

- 2.2. By referring to (including in the Order Confirmation) and/or submitting the Terms and Conditions, these Terms and Conditions are explicitly declared to apply to the Service(s) purchased by the Client, or to the Content produced by Barts Boekje.
- 2.3. Any deviating terms, amendments and/or supplements to these Terms and Conditions apply only if and insofar as expressly accepted by Barts Boekje in writing, and only to the specific Order for which they were agreed.
- 2.4. Barts Boekje explicitly rejects the application of any (general) terms and conditions used by the Client.
- 2.5. In the event of a conflict between the provisions of the Terms and Conditions and/or the Order Confirmation, the provisions of the Order Confirmation shall prevail over the Terms and Conditions.
- 2.6. Once these Terms and Conditions have applied to a legal relationship between Barts Boekje and the Client, the Client is deemed to have agreed in advance to the applicability of these Terms and Conditions to any future Agreements.
- 2.7. These Terms and Conditions will be sent to you upon request and can also be found at www.bartsboekje.com/algemene-voorwaarden and are filed with the Chamber of Commerce.

3. Offer and conclusion of Agreement

- 3.1. The Order or the Agreement takes effect upon written, digital or verbal acceptance by the Client of an offer made by Barts Boekje, or upon written, digital or oral acceptance by Barts Boekje of an Order placed by the Client. The Agreement/Order Confirmation sent by Barts Boekje, as well as the Terms and Conditions, are deemed to accurately and fully reflect the Contract, unless the Client immediately objects in writing.
- 3.2. At the Client's request, Barts Boekje may provide a written Quotation for the provision of Services. The Quotation is valid for the term stated in the Quotation. If no term is stated in the Quotation, the Quotation is valid for fourteen days.
- 3.3. Unless explicitly stated otherwise, all Offers made by Barts Boekje, in any form whatsoever, are non-binding. Changes to any Order are only binding on Barts Boekje if such changes are confirmed in writing by Barts Boekje, or if they have actually been carried out by Barts Boekje. Obvious typographical errors in an Offer or Quotation are not binding on Barts Boekje.
- 3.4. Each Contract is entered into under the suspensive condition that the Client appears to be sufficiently creditworthy for the financial fulfilment of the Contract. On or after entering into the Agreement, Barts Boekje is entitled, before performing any further services, to demand security from the Client to ensure that both the payment obligation and the other obligations arising from the Agreement are met.
- 3.5. If an offer is accompanied by budgets, plans, concepts and/or other documents, these remain the property of Barts Boekje at all times, and must be returned to Barts Boekje upon request. They may not be reproduced or provided to third parties without the consent of Barts Boekje, nor may the Client use these documents other than under the collaboration with Barts Boekje.

4. Obligations on the part of Barts Boekje

- 4.1. Barts Boekje accepts requests for publication(s) on its Platform if, in its opinion, the brand/product/subject fits its target group.
- 4.2. Barts Boekje reserves the right to engage the services of third parties. These third parties work under the direction and responsibility of Barts Boekje.
- 4.3. Barts Boekje, or any third party engaged by Barts Boekje, is obliged to perform the Order to the best of its knowledge and ability, and in accordance with the requirements of good craftsmanship. The obligations of Barts Boekje, or any third party engaged by Barts Boekje, are an obligation to put in best efforts, not an obligation to achieve a certain result.
- 4.4. Any delivery date communicated to the Client is intended solely as a target date, unless otherwise agreed in the Contract/Confirmation of Order. If this date is exceeded, Barts Boekje

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will not be in default. Barts Boekje reserves the right to postpone or interrupt delivery of the Services due to unforeseen circumstances, including but not limited to technical issues. If the start date is postponed by Barts Boekje, the only compensation for the Client shall be the subsequent provision by Barts Boekje of the Services, or the provision of substitute Services to the Client, such in consultation with the Client. In the event that the provision of Services is interrupted, the only compensation for the Client shall be the subsequent provision of the Services to the Client, subject to consultation with the Client.

- 4.5. Barts Boekje shall grant the Client the rights required for the Order in accordance with the provisions of Article 10 of these Terms and Conditions.
- 4.6. The Client is obliged to adhere to the agreements laid down in the Agreement or the Order Confirmation.
- 4.7. In the unlikely event that a third party engaged by Barts Boekje is prevented from fulfilling the arrangements made by Barts Boekje due to illness, force majeure, or other unforeseen circumstances, Barts Boekje shall consult with the Client regarding an alternative delivery date. If the Parties fail to reach agreement, the Client has the right to dissolve the Agreement, and Barts Boekje shall refund any (advance) payments made. In the event of such a prevention from fulfilling the arrangements, the Client is not entitled to any compensation.
- 4.8. Barts Boekje shall arrange for payment to any third parties engaged by Barts Boekje.
- 4.9. Barts Boekje reserves the right, at its sole discretion, to refuse to publish an advertisement or content submitted by the Client or to suspend its execution, without incurring any liability to the Client.
- 4.10. The Services are offered and provided by Barts Boekje without any guarantee for (uninterrupted) availability, security, suitability, absence of viruses, reliability or otherwise.

5. Obligations on the part of the Client

- 5.1. The Client shall purchase the Services with due observance of the provisions of the Agreement or Order Confirmation.
- 5.2. The Client guarantees that, prior to the execution of the Order and subject to a reasonable period of time, it shall provide Barts Boekje with all of the information and documents that Barts Boekje requires to execute the Order properly.
- 5.3. The Client is obliged to check the provision of the Services by Barts Boekje at the start of the provision of the Services, and continuously thereafter, and to report any shortcomings immediately to Barts Boekje in writing, failing which the Client is deemed to have accepted the Services without reservation. If the Client reports any shortcomings in the Services to Barts Boekje, Barts Boekje will make every effort to remedy these shortcomings as quickly as possible.
- 5.4. The Client is not permitted to use Services in violation of the provisions of the Agreement/Order Confirmation, these Terms and Conditions, the relevant and applicable statutory provisions and the care that is common practice in society.
- 5.5. If the Client wishes to make any changes to the schedule that may affect the Order, the Client shall notify Barts Boekje immediately. The parties shall then consult on the possibility of adjusting the Order and the Agreement.
- 5.6. The Client is responsible for having and keeping any software, hardware, and/or (internet) connections necessary to be able to use the Services, available. The Client is furthermore responsible for providing a clear briefing, including any royalty-free images that may be available, to enable Barts Boekje to provide the Services.
- 5.7. The Client shall ensure that the information and materials specified in Article 5.6 are delivered on time and properly, by the latest delivery date specified by Barts Boekje. If any materials are not supplied on time and/or not in accordance with the instructions, Barts Boekje may suspend performance of the Order or reject it, without being liable in any way for compensation for any loss caused by such suspension or rejection.
- 5.8. Insofar as the Services consist of placing advertisements and/or placing links, the Client acknowledges that he is fully responsible for the content of the advertisements and links and/or the content of the websites which the advertisements and links are refer to. The Client

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indemnifies Barts Boekje against all third-party claims regarding the content of the advertisements and links and/or the content of the websites which the advertisements and links are refer to.

- 5.9.** The Client is bound by fulfilment of his/her obligations as specified in these Terms and Conditions and in the Contract/Order Confirmation. If the Client fails to do so, Barts Boekje is not bound by fulfilment of its obligations, and cannot be held liable for any damages resulting from such failure by the Client, without prejudice to the Client's obligation to pay the agreed remuneration in full.
- 5.10.** If the Client acts on behalf of a customer and, for any reason, after entering into an Agreement with Barts Boekje, does not appear to be authorised to enter into an Agreement on behalf of that customer, the Client who is acting as an intermediary, shall be bound by the Agreement and by these Terms and Conditions, and shall be entirely liable for compliance with the obligations arising therefrom.

6. Prices and payment

- 6.1.** Unless otherwise agreed, the price charged by Barts Boekje for the Services to be provided shall be stated in the Contract/Order Confirmation. Invoicing takes place prior to the execution of the Order, unless the parties have agreed otherwise in advance.
- 6.2.** Barts Boekje reserves the right to change the rates listed in its published and/or provided rate card at any time. These changes will have no effect on current Agreements and contracts.
- 6.3.** Prices charged by Barts Boekje do not include VAT or other taxes.
- 6.4.** Invoices are sent digitally. The Client must therefore provide Barts Boekje with a proper e-mail address to which the invoices can be sent.
- 6.5.** Unless stated otherwise in the Agreement/Order Confirmation/invoice, the Client must pay invoices within thirty (30) days after the invoice date. If the Client has not paid invoices within this period, the Client is automatically in default, without any notice of default being required.
- 6.6.** If Barts Boekje does not receive the Client's reference number on the invoice within the specified period, the invoice will be drawn up and sent without this reference number. This does not give the Client the right to suspend payment; the invoice must always be paid within the specified payment period.
- 6.7.** In the absence of timely or full payment, Barts Boekje is entitled to suspend the provision of Services or to dissolve the Contract, without being liable to pay any form of compensation to the Client. Dissolution is conditional upon the Client paying the agreed fee to Barts Boekje. If the agreed payment term is exceeded, the Client shall owe an immediately payable surcharge, consisting of the statutory interest on the outstanding amount or of extrajudicial collection costs. Barts Boekje shall, however, always send the Client a reminder for payment, giving the Client an additional reasonable period in which to meet its payment obligation.

7. Duration and (interim) dissolution

- 7.1.** The start and the duration of the Agreement are determined in the Agreement/Order Confirmation. The Agreement ends by operation of law as soon as all the agreed Services have been performed.
- 7.2.** Both Parties are entitled to dissolve the Agreement without further notice of default and with immediate effect, if the following situation occurs with regard to the other Party:
- an application for bankruptcy,
 - (provisional) suspension of payments,
 - a request for debt restructuring is submitted, or if:
 - the other Party is dissolved or ceases its activities,
 - the provision of the agreed Services, or any part thereof, is or is at risk of being in breach of applicable legislation or regulations, without any obligation on the part of Barts Boekje to pay any damages or compensation.
- 7.3.** Barts Boekje is entitled to terminate the Agreement in writing, with immediate effect and without stating reasons, if the Client is at any time deemed uncreditworthy by Barts Boekje.

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8. Cancellation

If the Client cancels all or part of the Order, Barts Boekje is entitled to charge the following fee for that part of the Agreement that has not yet been executed:

- a. from three working days prior to commencement of the execution of the Order, an amount of 100% of the cancelled arrangement(s);
- b. if the cancellation takes place four working days or more before commencement of the performance of the Order and if preparation and/or production of expressions or Content has already commenced or implementation work has been carried out in connection with the provision of the Services, the cancellation costs shall amount to 50% of the entire cancelled appointment(s), plus any out-of-pocket expenses incurred. In that case, any discount provided shall not be applicable.

9. Liability, indemnity and force majeure

- 9.1.** Barts Boekje performs the Agreement and the Services to be provided by Barts Boekje with the utmost care. In the event of any shortcoming in the fulfilment of its obligations, Barts Boekje shall only be liable for any damage related to or arising from the execution of the Services if such damage is caused by intent, gross negligence or intentional recklessness on the part of Barts Boekje.
- 9.2.** Barts Boekje is not liable for any damage resulting from a personal data breach (data leak), regardless of how it occurs, or damage resulting from failure to report such a breach or to do so in a timely manner.
- 9.3.** Barts Boekje's liability shall in no event exceed compensation of up to the invoice value of the Services to which the liability is related. Any such compensation must be related to the extent to which Barts Boekje has failed. Minor discrepancies do not entitle the Client to such compensation.
- 9.4.** Barts Boekje is not liable for consequential loss. In this respect, consequential loss includes in any case: loss of profit, missed savings, loss caused by delay, damage due to interruption in the business operations and reduced goodwill in the business or profession of the Client.
- 9.5.** The Client must notify Barts Boekje in writing of any damage discovered as a result of breach of contract within a reasonable period. A reasonable period of time is defined as fourteen (14) days after completion of the Agreement. If the Client does not notify Barts Boekje of any complaint within the aforementioned period, Barts Boekje shall be deemed to have properly fulfilled the Contract. Any complaints submitted after this period will not be considered by Barts Boekje.
- 9.6.** All rights of the Client to claim damages, dissolution or performance of the Agreement in case of breach of contract shall lapse fourteen (14) days after completion of the performance of the Agreement.
- 9.7.** The Client indemnifies Barts Boekje against any and all damage and/or claims by third parties related to or result from (a) the use of the Services for the Client, and (b) the Client's acts and/or omissions contrary to the provisions of the Agreement/Order Confirmation and these Terms and Conditions.
- 9.8.** Barts Boekje cannot be held to timely fulfilment of the Contract if prevented from doing so as a result of force majeure. Force majeure includes, but is not limited to, non-attributable failure by third parties or suppliers, temporary unavailability or inadequate availability of hardware, software and/or (internet) connections necessary for the provision of the Services, force majeure resulting from war or threat of war, rioting, strikes, lockouts, business interruptions, or the illness or inability to work of third parties contracted by Barts Boekje. Barts Boekje shall notify the Client immediately if it believes that a situation of force majeure exists or is likely to arise.
- 9.9.** If the force majeure is temporary, Barts Boekje reserves the right to suspend performance of the Contract until such time as the circumstance constituting the force majeure no longer exists. If the force majeure situation continues for more than one (1) month and/or is permanent, Barts Boekje has the right to terminate the Agreement in writing. In such cases, Barts Boekje may claim payment for services rendered before the force majeure event occurred.

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10. Intellectual Property

- 10.1.** Copyright, or any other intellectual property right, in any proposals, Content, plans, editorial contributions, products, images or other components of its Services produced by or on behalf of Barts Boekje, shall be vested with Barts Boekje. Unless otherwise agreed in writing, the Client is only permitted to use a link that refers directly to content produced by Barts Boekje, and is not permitted to use or operate such a link commercially, including any such use in advertising. Barts Boekje indemnifies the Client against any third-party claims, and any resulting claims by third parties, regarding the use by the Client of the materials and data supplied by Barts Boekje to the Client, and the intellectual property rights attached to them.
- 10.2.** The Client guarantees that any material provided by it for publication by Barts Boekje does not contain anything that violates any other applicable rights, including copyright or any other form of intellectual property rights, and that the Client is authorised to have the material published and/or reproduced by Barts Boekje.
- 10.3.** The intellectual property rights to materials and data provided by the Client to Barts Boekje with regard to the execution of the Agreement shall be vested with the Client or its licensors. The Client shall indemnify Barts Boekje and hold it harmless against any and all third-party rights and resulting claims regarding the use by Barts Boekje of the materials and data supplied by the Client to Barts Boekje, and the intellectual property rights vested therein. The Client guarantees that any fees due to third parties for publishing and/or reproducing the materials have been or will be paid by the Client.

11. Confidentiality

- 11.1.** The Parties will observe confidentiality with respect to confidential and/or business-sensitive information provided by the other Party during the conclusion and the term of the Agreement and the execution of the Services. This obligation will also continue after the termination of the Agreement.
- 11.2.** Confidential information includes at least all information which directly or indirectly identifies a natural person (personal data).
- 11.3.** The Parties shall not disclose any confidential and/or business-sensitive information without the prior written consent of the other Party.

12. Other provisions

- 12.1.** The contents of the Agreement/Order Confirmation and the Terms and Conditions jointly determine the legal relationship between the Parties and supersede all previous agreements between the Parties regarding the subject matter of the Assignment.
- 12.2.** If and insofar as any part or provision of the Terms and Conditions or the Agreement turns out to be contrary to any mandatory provision of national or international law, this will not affect the validity of the other part of the Agreement or the Terms and Conditions. With respect to the replacement of the part that is contrary to the law, the Parties will lay down new provisions that correspond as far as possible with the purport of the invalid provision.
- 12.3.** Subject to the provisions of Article 4.3 of the Terms and Conditions, delivery times specified by Barts Boekje in an offer or Agreement do not constitute a firm deadline. If the Client exceeds this time limit, the Client does not have the right to dissolve the Agreement, and Barts Boekje shall not be liable for any loss suffered by the Client as a result.
- 12.4.** Without the prior written consent of Barts Boekje, the Client is not authorised to transfer the rights and obligations under the Agreement to any third party.

13. Applicable law

- 13.1.** These Terms and Conditions and the Agreement are governed by Dutch law.
- 13.2.** Any disputes arising from the Agreement and/or the Terms and Conditions will, if no amicable settlement can be reached between Barts Boekje and the Client, be submitted to the competent court in Amsterdam.