

## General terms & conditions Broadcast Partners

### Article 1: Definitions and application

1. These terms and conditions apply to all offers and to all contracts of purchase and sale, rent and lease, as well as to all contracts for professional services, including all contracts relating to the granting of licenses for the use of software and to the performance of work or the provision of services by Broadcast Partners.
2. The buyer, tenant or commissioning person/entity will be referred to as "the other party".
3. In these general terms and conditions, "written" is understood to mean: by letter, by e-mail, by fax or by any other according to generally accepted standard comparable means of communications.
4. The term "goods" in these general terms and conditions means in any case: the hardware and software to be delivered by Broadcast Partners and associated parts.
5. The term "documents" in these general terms and conditions means: the advice to be produced or provided by Broadcast Partners and/or the other party, calculations, drawings, reports, designs, etc. provided by the other party. These documents, including digital files, may be in writing or recorded on data carriers, such as CD-ROMs, DVDs, USB sticks, etc.
6. The term "information" in these general terms and conditions means: both the documents and the other (oral) information that (must) be provided by Broadcast Partners and/or the other party.

7. In case a provision of these general terms and conditions and/or the underlying agreement be declared non-binding, the remaining provisions will remain in force and parties will consult each other to provide and establish a comparable alternative substitution of the non-binding provision.
8. In the event of a discrepancy or conflict between these general terms and conditions and a translated version thereof, the Dutch text applies.
9. If Broadcast Partners has already submitted these general terms and conditions to the other party several times, a durable form of trade relation exists. In that case, Broadcast Partners has no obligation to hand over these general terms and conditions again to the other party in case of subsequent agreements in order to apply these general terms and conditions to such subsequent agreements.

### Article 2: Offers, quotations

1. Every offer and quotation from Broadcast Partners is valid during the period stated therein. An offer or quotation in which no period of validity is specified is without obligation. In the case of an offer or quotation without obligation, Broadcast Partners has the right to withdraw this offer or this quotation within 2 working days after receipt of the acceptance.
2. Prices, tariffs and rates stated in an offer, quotation, pricelists are exclusive of VAT and any possible costs, such as shipping costs, travel costs, administration costs and declarations of engaged third parties, unless agreed otherwise.



3. A composite/compound offer or quotation does not oblige Broadcast Partners to deliver part of the offered performance at a corresponding part of the price or rate.
4. If the offer or quotation is based on information provided by the other party and this information turns out to be incorrect or incomplete or changes thereafter, Broadcast Partners has the right to adjust the prices, rates and / or delivery times given.
5. The offer, quotation, prices and/or rates do not automatically apply to repeat orders or follow-up orders.
6. Models shown and/or provided and examples of the documents, specifications of functionalities, capacities, dimensions as well as other descriptions in brochures, promotional material and/or on the website of Broadcast Partners are as accurate as possible, but are only indicative. The other party cannot derive any rights from this.
7. The models and examples provided remain the property of Broadcast Partners and must be returned to Broadcast Partners at the first request at the expense of the other party.
8. Broadcast Partners has the right to charge the costs associated with an offer to the other party, provided that the other party has been informed of these costs in advance in writing.

**Article 3: Conclusion of an agreement**

1. The agreement is concluded after the other party has accepted Broadcast Partners' offer, even if this acceptance deviates from this offer on minor points. However, if the acceptance of the other party deviates on essential points, the agreement will only be concluded if Broadcast Partners has agreed to these deviations in writing.
2. Broadcast Partners is only bound by:
  - a) an assignment or order without prior offer;
  - b) oral agreements;
  - c) additions to or changes to the general terms and conditions or agreement.

3. after written confirmation thereof to the other party or as soon as Broadcast Partners - without objection from the other party - has started the execution of the assignment, order or agreements.
4. Broadcast Partners is permitted to transfer rights or obligations arising from this agreement, in part or in full, to third parties. To the extent required, the other party agrees to this in advance. The other party is not permitted to transfer rights or obligations arising from this agreement, in whole or in part, to a third party, except after it has received written permission from Broadcast Partners. Broadcast Partners will not withhold this permission on unreasonable grounds.

**Article 4: Remuneration/fee, prices, rates**

1. Unless the parties have agreed to work at an hourly rate, Broadcast Partners will perform the agreed performance for a fixed fee.
2. Broadcast Partners has the right to increase this fixed fee if during the execution of the agreement it appears that the agreed or expected amount of work was not properly estimated by the parties, without this being due to Broadcast Partners, and it cannot reasonably be expected from Broadcast Partners to perform the work for the agreed fee/remuneration.
3. If the parties have agreed to work at an hourly rate, Broadcast Partners will calculate the fee based on the number of hours spent applying the agreed or the usual hourly rate of Broadcast Partners.
4. The hourly rates apply for normal working days, which means: Monday to Friday (excluding recognized national holidays) between 9 a.m. and 5 p.m.
5. In the case of urgent orders or if the work must be carried out at the request of the other party outside the working days referred to in the previous paragraph, Broadcast Partners has the right to charge a surcharge on the hourly rate.

6. If a dispute arises between the parties regarding the number of hours spent and/or the hours charged, the time registration of Broadcast Partners is binding.
  7. If (cost) price-increasing circumstances occur between the date of conclusion of the agreement and the implementation thereof for Broadcast Partners as a result of changes in legislation and regulations, government measures, currency fluctuations or changes in the prices of the required materials and/or raw materials, Broadcast Partners is entitled to raise the agreed prices accordingly and charge the other party.
  8. In case of continuing performance contracts, the agreed remuneration is indexed each year on 1 January on the basis of the consumer price index for all households (CPI). The annual indexation of the reimbursement is never less than + 1%.
- d) in the event that work must take place on certain locations, Broadcast Partners will have access to this location on the agreed dates and times;
  - e) Broadcast Partners at the aforementioned location will have the required access to utilities such as electricity, internet etc. The costs of this access and use will be for the other party. Lost working hours as a result of failure or loss of these utilities will be at the expense of the other party;
  - f) if the work takes several days, there is a space available at this location where materials, tools, property of Broadcast Partners and the like can be stored without the risk of damage or theft of these materials, tools or properties;
  - g) the availability of other facilities reasonably required by Broadcast Partners at this location, without any additional costs for Broadcast Partners.

#### Article 5: Involvement of third parties

1. If a proper execution of the agreement requires this according to Broadcast Partners, it may have certain deliveries and work/activities carried out by third parties. The other party shall reimburse Broadcast Partners for the reasonable costs incurred by Broadcast Partners for this purpose.
2. The other party ensures that the information provided is correct and complete and indemnifies Broadcast Partners against claims from third parties arising from the incorrectness and / or incompleteness of this information.
  3. The other party is liable for loss, theft and other damage to the materials, tools, property etc. that Broadcast Partners uses or has stored at the location of the other party during the performance of the work.
  4. If the other party fails to meet the aforementioned obligations or fails to do so in time, Broadcast Partners has the right to suspend the execution of the agreement until the other party has fulfilled its obligations. The costs in connection with the delay or lost working hours, the costs for carrying out extra work and the other consequences arising therefrom will be worn by the other party.

#### Article 6: Obligations of the other party

1. The other party must ensure that:
  - a) he makes all information required for the performance of the agreement timely available to Broadcast Partners in the manner desired by Broadcast Partners;
  - b) any data carriers, electronic files etc. provided by the other party to Broadcast Partners are free of viruses and defects;
  - c) the goods supplied by Broadcast Partners are used and are adequately secured in accordance with the (user) instructions, instructions, advice, manuals provided by Broadcast Partners;



Article 7: Confidential information

1. The parties are under the obligation to keep confidential all information received from or about the other party received in the context of concluding and executing of the agreement and in case the other indicated that it concerns confidential information or which they know or can reasonably expect that this information must be treated confidentially.
2. Parties will only provide this information to third parties insofar as this is necessary for the execution of the agreement.
3. Each party will take all reasonably to be expected precautionary measures to keep confidential information secret and guarantees that its employees and other persons involved in the execution of the agreement under its responsibility will also comply with this confidentiality obligation.
4. The obligation of confidentiality does not apply if a party is obliged to disclose the confidential information as a result of laws and/or regulations or a court ruling. This exception also applies to employees and other persons as referred to in the previous paragraph.
5. Broadcast Partners is permitted at all times to publish about the agreed work and deliveries and to re-use the used methods etc., provided that the privacy of the other party remains guaranteed or Broadcast Partners has obtained permission from the other party.

Article 8: Risk of storage information

1. Broadcast Partners does not, in principle, store information received from the other party unless this is necessary for the execution of the agreement. Insofar as Broadcast Partners stores this information, it will do so in a careful manner and keep it in a careful manner and take all measures that can reasonably be taken to prevent loss of or unwanted access to this information.
2. However, Broadcast Partners is never liable for the loss or destruction of this information

- whether or not by hackers - unless this is due to intent and/or gross negligence of Broadcast Partners or its management. The other party is advised to always ensure that it retains the original or a copy of the (essential) information provided to Broadcast Partners.

Article 9: Delivery, delivery times

1. Agreed delivery / completion dates can never be considered as strict deadlines, partly because Broadcast Partners must in most cases rely on delivery or other delivery times of its (internet) providers, other service providers or suppliers.
2. If Broadcast Partners does not deliver the agreed performance or does not deliver it on time, it must therefore be given written notice of default, whereby it is granted a reasonable period of time to still meet its (delivery) obligations.
3. Broadcast Partners is entitled to deliver in instalments, whereby each partial delivery can be invoiced separately.
4. The risk for the goods or documents to be delivered is transferred to the other party at the time of delivery. This is the moment at which the goods or documents to be delivered leave the premises, the warehouse or the store of Broadcast Partners or Broadcast Partners has informed the other party that they can be collected by him.
5. Transport or dispatch of the goods and documents takes place at the expense and risk of the other party and in a manner to be determined by Broadcast Partners. Broadcast Partners is not liable for damage of any nature whatsoever - whether or not to the items or documents themselves - related to transport or shipment.
6. If, due to a cause within the risk of the other party, it appears that it is not possible to carry out the work or to deliver the ordered goods or documents to the other party or if these are not collected, Broadcast Partners is



entitled to store the goods, documents and/or the components required for the execution of the agreement for the account and risk of the other party. The other party must enable Broadcast Partners within a period to be set by Broadcast Partners after notification of the storage to still deliver the performance, the goods or the documents or to collect the goods or documents within this period.

7. If the other party fails to meet its obligations after the period stated in the previous paragraph, it will immediately be in default. Broadcast Partners then has the right to dissolve the agreement in whole or in part with immediate effect by a written statement, to sell the goods and/or materials to third parties and to destroy any documents that have already been produced, without this being an obligation for Broadcast Partners to pay compensation for damage, costs and interest. The foregoing is without prejudice to the obligation of the other party to compensate for any (storage) costs, delay damage, loss of profit or other damage or the right of Broadcast Partners to claim performance.

Article 10: Progress, implementation agreement

1. If the commencement, progress or delivery of the work or services or the agreed delivery of goods or documents is delayed because:
  - a) Broadcast Partners has not received all necessary information from the other party in time;
  - b) Broadcast Partners has not received the agreed (advance) payment from the other party in time;
  - c) there are other circumstances that are for the account and risk of the other party.
2. Broadcast Partners is entitled to such an extension of the delivery period as reasonably arises from those circumstances and is entitled to charge the other party for the costs and damage involved, such as any waiting hours.

3. If the agreement is implemented in phases, Broadcast Partners is entitled to suspend the implementation of the parts that belong to a following phase, until the other party has approved the results of the previous phase. The resulting costs and damage are for the account of the other party.
4. Broadcast Partners will try to realize the agreed work and deliveries within the agreed and planned time, insofar as this can reasonably be expected from her. If the performance of the agreement must be expedited at the request of the other party Broadcast Partners is entitled to charge the overtime hours and other costs involved to the other party.
5. If, during the execution of the agreement, it appears that the work and/or deliveries cannot be carried out in the agreed manner due to unforeseen circumstances, Broadcast Partners will consult with the other party about the amendment of the agreement. Broadcast Partners will thereby inform the other party about the consequences of the amendment for the agreed prices, rates and the agreed (delivery) terms. If the performance of the agreement has become impossible as a result of this, Broadcast Partners is in any case entitled to full compensation for the work and deliveries it has already carried out.
6. If Broadcast Partners performs activities or other services at the request or with the prior consent of the other party that fall outside the content or scope of the agreement (additional work), these activities or performances will be reimbursed by the other party to Broadcast Partners against the standard/usual rates. However, Broadcast Partners is not obliged to comply with such a request and may always require that a separate written agreement be concluded for this work or performance.
7. The other party accepts that the work or performance referred to in the previous



paragraph of this article may influence the agreed or expected time of completion of the work and the mutual responsibilities of the parties.

8. In the event that the conclusion of an agreement entails that Broadcast Partners first prepares a draft version of the documents and agreement, the other party must always carefully check each concept and respond to Broadcast Partners as soon as possible - but no later than within an agreed period. If necessary, the concept will be amended by Broadcast Partners and submitted to the other party for approval again. Broadcast Partners is entitled to require that the final version of manufactured documents be initialed per page for approval by the other party or that the other party otherwise explicitly agrees in writing to an approved draft. The other party may only use the signed documents after Broadcast Partners has received the signed documents or the written statement of acceptance, unless the parties have explicitly agreed otherwise in writing or otherwise stipulated in these general terms and conditions.
9. In the event that Broadcast Partners still has to make changes to already approved drafts, this can be seen as additional work and Broadcast Partners is entitled to charge the resulting additional costs to the other party.

**Article 11: Standard software**

1. All intellectual property rights with regard to standard software supplied, including SmartRadio software, are vested in Broadcast Partners, or originator / original maker thereof. These intellectual property rights do not transfer to the other party at the time of being made available to the other party. The other party will not remove the indication/notice of copyright, trademark etc., and will at all times ensure that the origin of this software is noticed correctly as specified by the original creator.

2. Upon delivery of standard software, the other party only acquires a non-exclusive right to use this software.
3. The other party may only use the standard software on the agreed number of processing units. In the event of any malfunctions, the other party is entitled to use the software temporarily on another processing unit.
4. The other party may not transfer or encumber the license it has obtained to use standard software and the standard software, unless the parties have agreed otherwise.
5. If the supplier of the standard software has limited the right of use of this software in accordance with the provisions of a user or license agreement, or if maintenance of this software is only permitted in accordance with the provisions of a contract concluded between the supplier and Broadcast Partners maintenance agreement, the other party is also bound by these restrictions. Broadcast Partners will inform the other party about this.
6. Unless the parties have expressly agreed otherwise in writing, a license to use standard software is granted for a period of 12 months. This period is always tacitly extended for the same period, unless one of the parties has canceled the agreement in writing at the latest 3 months before the end of the period.

**Article 12: Web service**

1. If Broadcast Partners provides services to the other party in the field of server management (hosting), whether or not through a third party, the other party is prohibited when using this server of its data traffic:
  - a) to behave contrary to the "netiquette", laid down in RFC 1855 or at least the most recent version thereof;
  - b) infringe on intellectual property rights or other rights of Broadcast Partners and third parties;
  - c) distributing information, making it accessible and/or offering it - whether or



not via banners or advertisements from third parties on the website - that is contrary to Dutch legislation and regulations;

- d) engage in "hacking", including unauthorized access to computer systems, software and / or data from third parties;
  - e) disseminate advertisements, messages and/or opinions in a way that can be classified as "spamming";
  - f) through the services of Broadcast Partners to encourage or engage in other illegal activities or activities that may be harmful to the server of Broadcast Partners or to any other server connected to the internet, including references to or offering so-called 'pirated' software, 'hacker' programs, archives or 'warez' sites;
  - g) to be guilty of any criminal offense, including the distribution and making available of information that is contrary to public order or good morals or that is discriminatory in nature.
2. If the other party violates a prohibition set forth in the preceding paragraph, Broadcast Partners is entitled to immediately terminate the use of (standard) software by the other party and to immediately cease and stop offering all services to the other party. without the other party having to be given notice of default in advance and without this resulting in an obligation for Broadcast Partners to compensate damage, costs and interest. The foregoing is without prejudice to the obligation of the other party to compensate for any (storage) costs, delay damage, loss of profit or other damage or the right of Broadcast Partners to claim performance.
  3. The other party indemnifies Broadcast Partners against any claims from third parties that are related to the way in which the other party uses the web services provided by Broadcast Partners.

4. Broadcast Partners is entitled to limit the data traffic. If the parties have agreed such a limit, Broadcast Partners will be entitled to the additional costs incurred by Broadcast Partners if the limit is exceeded.
5. Unless the parties have explicitly agreed otherwise in writing, the agreed web service is provided for a period of 12 months. This period is always tacitly extended for the same period, unless one of the parties has cancelled the agreement in writing at the latest 3 months before the end of the period.

#### Article 13: Maintenance

1. If a maintenance agreement has been concluded between the parties for the services or items supplied, the other party will report any defects, malfunctions etc. to Broadcast Partners in accordance with the procedures in that agreement or the usual procedures of Broadcast Partners. After receiving a notification, Broadcast Partners will repair the defects or remedy the malfunctions to the best of its ability.
2. In the event that the parties have agreed a periodic fee for the maintenance agreement, repairs shall be made free of charge. Broadcast Partners may, however, charge the costs of the (repair) work separately if there are usage errors by the other party, other causes that cannot be attributed to Broadcast Partners or if the goods or the result of the services provided have been modified or maintained by others than Broadcast Partners.
3. Unless the parties have explicitly agreed otherwise in writing, the following activities are not included in the maintenance agreement:
  - a) design and programming work;
  - b) work resulting from telecommunications and data communication disruptions;
  - c) recovery of any lost information.



Article 14: Complaints

1. The other party is obliged to check the delivered goods immediately upon receipt and to state/notify any visible defects, errors, imperfections, defects, damage and/or deviations from what the parties have agreed on the waybill or accompanying receipt. In the absence of a waybill or accompanying receipt, the other party must report the defects etc. in writing to Broadcast Partners within 24 hours after receiving the goods.
2. Other complaints with regard to the delivered goods must be reported to Broadcast Partners in writing immediately after discovery - but no later than within the agreed warranty period. All consequences of not immediately reporting are at the risk of the counterparty. If no explicit guarantee period has been agreed, a period of 2 months after delivery applies.
3. The other party is obliged to immediately inspect the documents delivered by Broadcast Partners - which were not first submitted to the other party in draft - to verify them. Any visible errors and/or imperfections that can reasonably be detected during a first check of the documents must be reported in writing to Broadcast Partners within 2 working days after receipt of the documents.
4. All complaints with regard to the work performed and/or the services provided, not being web services, must be made in writing to Broadcast Partners immediately after discovery - but no later than within 2 months after delivery of the work and/or services - reported. All consequences of not immediately reporting are at the risk of the other party.
5. All complaints regarding the web services must be reported to Broadcast Partners in writing immediately after discovery - but no later than within 3 days after delivery thereof. All consequences of not immediately reporting are at the risk of the other party.
6. If a complaint has not been reported to Broadcast Partners within the periods stated in the preceding paragraphs, the goods are deemed to have been received in good condition and to meet the agreement and work performed and/or services provided are considered to be in accordance with the agreement.
7. Complaints do not suspend the payment obligation of the other party.
8. The other party must enable Broadcast Partners to investigate the complaint and, in this context, provide all information relevant to the complaint to Broadcast Partners. If the return of the good is necessary for the investigation of the complaint, or if it is necessary for Broadcast Partners to investigate the complaint on the spot, this will be at the expense of the other party, unless the complaint is subsequently found to be well founded. The transport risk is always for the other party.
9. In all cases, return shipment will take place in a manner to be determined by Broadcast Partners and in the original packaging or packaging.
10. No complaints are possible about items that have changed in nature and/or composition after receipt by the other party or that have been fully or partially processed.
11. No complaints are possible about errors and / or imperfections in approved documents, which errors and/or imperfections the other party could have detected during a careful check of the first draft.
12. No complaints are possible with regard to the result of the work performed and/or services provided by Broadcast Partners if (technical) changes have been made to this result after (completion) delivery and/or this result has been wholly or partially processed.

Article 15: Obligations

1. Broadcast Partners shall use commercially reasonable endeavours to ensure that the





agreed deliveries, works and/or services are or will be carried out properly and in accordance with the standards applicable in its sector, but will never provide a further guarantee with regard to these deliveries, works, and/or services. then as expressly agreed between the parties.

2. Broadcast Partners makes sure that the delivered goods have the usual quality and reliability of such goods during the guarantee period.
3. If the goods delivered by Broadcast Partners have been issued a guarantee by the manufacturer or supplier, that guarantee shall apply equally between the parties. Broadcast Partners will inform the other party about this.
4. When using the materials and/or services required for the implementation of the agreement, Broadcast Partners relies on the information provided by the supplier, manufacturer, provider or other service provider. If certain guarantees are issued for these materials or services by the supplier, manufacturer, provider or service provider, these guarantees will apply equally to the parties. Broadcast Partners will inform the other party about this.
5. If the purpose for which the other party wishes to edit, process or use the goods deviates from the usual purpose of these items, Broadcast Partners insists that the items are suitable for this purpose only if she has confirmed this in writing to the other party.
6. Any warranty cannot be invoked as long as the other party has not yet paid the price agreed for the goods and/or the fee agreed for the work.
7. In the event of a justified claim to a guarantee, Broadcast Partners will - at its option - take care of the repair or replacement of the goods free of charge, perform the agreed work, or repay or a provide a discount on the agreed price, If

there is additional damage, the provisions of the liability article included in these general terms and conditions apply.

#### Article 16: Liability

1. Apart from the results or quality requirements explicitly agreed upon or guaranteed by Broadcast Partners, Broadcast Partners accepts no liability whatsoever.
2. Without prejudice to the provisions of the previous paragraph, Broadcast Partners is only liable for direct damage. Any liability of Broadcast Partners for consequential damage, such as business damage, loss of profit and/or loss suffered and/or delay damage, is expressly excluded.
3. The other party must take all those measures that are necessary to prevent or limit the damage.
4. If Broadcast Partners is liable for damage suffered by the other party, the obligation to pay compensation from Broadcast Partners is always limited to a maximum of the amount paid out by its insurer in the relevant case. If the insurer does not pay or the damage is not covered by an insurance policy taken out by Broadcast Partners, the obligation to pay compensation from Broadcast Partners is limited to an amount that is at most equal to the amount that the other party is due Broadcast Partners with regard to the delivered good or service or the underlying continuing performance contract payable to Broadcast Partners for one year.
5. The other party must hold Broadcast Partners liable within 6 months after it becomes or could have become aware of the damage it has suffered.
6. If Broadcast Partners must perform its work or deliveries on the basis of documents provided by or on behalf of the other party, Broadcast Partners is not responsible for the content, accuracy and completeness of these documents.

7. If the other party makes materials and/or parts available for further processing or assembly, Broadcast Partners is responsible for correct processing or assembly, but not for the soundness of the materials or parts themselves.
8. Broadcast Partners is never liable for damage to the work as a result of work performed or deliveries made by or on behalf of the other party.
9. Broadcast Partners is not liable and the other party cannot invoke the applicable guarantee if the damage has arisen:
  - a) due to improper use or use that is contrary to the destination of the goods delivered or use contrary to the instructions, advice, instructions for use, etc. provided by or on behalf of Broadcast Partners;
  - b) by improper storage or maintenance of the goods;
  - c) due to errors or omissions in information or materials prescribed by the other party to Broadcast Partners;
  - d) by instructions or instructions from or on behalf of the other party;
  - e) by taking or executing business (policy) decisions by the other party whether or not based on the documents supplied by Broadcast Partners. The other party always remains responsible for its own decisions;
  - f) as a result of the choice of the other party that deviates from what Broadcast Partners advised and/or is customary;
  - g) by the choice made by the other party with regard to the goods to be delivered;
  - h) because repairs or other work have been carried out on the delivered goods by or on behalf of the other party, without the express prior permission of Broadcast Partners.
10. In the cases as listed in the previous paragraph, the other party is fully liable for all damage resulting therefrom and explicitly indemnifies Broadcast Partners against all

claims from third parties for compensation for this damage.

11. The limitations of liability included in this article do not apply if the damage is due to intent and/or gross negligence of Broadcast Partners or its management or if mandatory legal provisions dictate otherwise. Only in these cases will Broadcast Partners indemnify the other party against any claims from third parties against the other party.

#### Article 17: Payment

1. Broadcast Partners always has the right to demand (partial) advance payment or any other security for payment from the other party.
2. Payment must take place within an expiry period of 30 days after the invoice date, failing which the other party is in default, unless the parties have agreed otherwise in writing about this. In addition, the accuracy of an invoice is established/uncontested if the other party has not objected within this payment period.
3. If an invoice has not been paid in full after the expiry of the period referred to in the previous paragraph or it has not been possible to make a direct debit, then the other party will owe Broadcast Partners default interest of 2% from the date that it is in default. per month, calculated cumulatively on the principal sum due. Parts of a month are counted as a full month.
4. If, after a reminder from Broadcast Partners, payment is still not (partially) received, Broadcast Partners also has the right to charge the other party extrajudicial collection costs amounting to 15% of the outstanding principal sum with a minimum of € 150.00. If, after a notice to that effect, Broadcast Partners initiates legal proceedings to obtain what the other party owes on account of the agreement and the court largely grants the claim of Broadcast Partners in respect of the principal sum, then the other party is, in



addition to the principal sum, interest and interest due. extrajudicial collection costs, also obliged to reimburse all real judicial costs (therefore not just the so-called liquidated costs) that are related to the relevant procedure (s).

5. In the absence of full payment by the other party, Broadcast Partners has the right to terminate the agreement, without further notice of default by a written statement or to suspend its obligations under the agreement, until the other party has yet paid or Broadcast Partners received adequate security for this. Broadcast Partners also has the aforementioned right to suspend if it has good reason to doubt the creditworthiness of the other party before the other party is in default with the payment.
6. Payments made by the other party will first be deducted by Broadcast Partners from all interest and costs due and then from the invoices that have been outstanding the longest.
7. The other party may not settle the claims of Broadcast Partners with any counterclaims that it has on Broadcast Partners. This also applies if the other party applies for a (provisional) suspension of payment or is declared bankrupt.
8. In case of the absence of full payment in case of a continuing performance contract, Broadcast Partners will give the other party written notice of default and thereby grant a reasonable term within which the other party must still pay. If payment is not made after this reasonable period and the payment arrears are 3 months or more, Broadcast Partners has the right to suspend its services after notification to the other party until payment has been made in full or proper security has been provided or the agreement has been dissolved in writing, , without Broadcast Partners being obliged in such cases to pay any compensation for the consequences of exercising this right. In this

context, suspension can be understood to include the blocking of the website (s), domain names or e-mail operated by Broadcast Partners for the other party. All damage suffered by Broadcast Partners as well as the costs of reconnection or reactivation of the services are for the account of the other party.

#### Article 18: Retention of title

1. Broadcast Partners reserves the ownership of all goods delivered and yet to be delivered under the agreement until the other party has paid all its payment obligations to Broadcast Partners.
2. The payment obligations referred to in the previous paragraph consist of paying the purchase price of the goods, plus claims for work performed in connection with the delivery and claims for attributable failure of the other party to fulfill its obligations, such as claims to pay compensation, extrajudicial collection costs, interest and any fines.
3. As long as the delivered goods are subject to a retention of title, the other party may not pledge the goods in any way or bring the goods into the (actual) power of a financier by means of pledge lists.
4. The other party must immediately inform Broadcast Partners in writing if third parties claim to have ownership or other rights to the items on which a retention of title rests.
5. The other party must store the goods carefully and as identifiable property of Broadcast Partners for as long as the retention of title rests on this.
6. The other party must ensure such business insurance that the goods delivered under retention of title are also co-insured at all times and shall, upon first request, grant Broadcast Partners access to the insurance policy and the corresponding premium payment receipts.
7. If the other party acts contrary to the provisions of this article or Broadcast Partners



invokes the retention of title, Broadcast Partners and its employees have the irrevocable right to enter the grounds of the other party and to return the goods delivered under retention of title. This applies without prejudice to Broadcast Partners' right to compensation for loss, lost profit and interests as well as its right to dissolve the agreement in writing without prior notice of default.

**Article 19: Bankruptcy, lack of decision, etc.**

1. Broadcast Partners always has the right to terminate the agreement without observing a notice period and without further notice by giving a written statement to the other party at the time when the other party:
  - a) is declared bankrupt or an application for bankruptcy has been made;
  - b) apply for a (temporary) suspension of payment;
  - c) is affected by enforceable seizure;
  - d) is placed under guardianship or administration;
  - e) otherwise loses the decision-making power or legal capacity with regard to his assets or parts thereof.
2. The other party must always inform the curator or administrator of the (content of the) agreement and these general terms and conditions.

**Article 20: Force majeure**

1. In the event of force majeure on the part of the other party or Broadcast Partners, Broadcast Partners has the right to dissolve the agreement by means of a written statement to the other party or to suspend the fulfilment of its obligations towards the other party for a reasonable period of time without any compensation. to be held.
2. In the context of these general terms and conditions, force majeure on the part of Broadcast Partners is understood to mean: a non-attributable shortcoming on the part of

Broadcast Partners, third parties or suppliers engaged by it or other compelling reasons on the part of Broadcast Partners.

3. The circumstances in which there will be force majeure on the part of Broadcast Partners include: war, riot, pandemic, mobilization, domestic and foreign riots, government measures, strikes within the organization of Broadcast Partners and / or the other party or threat of these etc. circumstances, disruption of the currency ratios existing at the time of entering into the agreement, business disruptions due to fire, burglary, sabotage, power outages, internet or telephone connections, natural phenomena, (natural) disasters, etc. as well as weather conditions, roadblocks, accidents, import and export restrictive measures, etc., transport difficulties and delivery problems.
4. If the force majeure situation occurs when the agreement has already been partially implemented, the other party must in any case fulfil its obligations towards Broadcast Partners up to that point.

**Article 21: Cancellation, suspension**

1. If the other party wishes to terminate the agreement prior to or during the performance thereof, it owes Broadcast Partners a compensation to be determined by Broadcast Partners. This compensation includes all costs incurred by Broadcast Partners and its damage suffered as a result of the cancellation including the lost profit. Broadcast Partners has the right to fix the compensation and - at its option and depending on the work or deliveries already carried out - to charge 20 to 100% of the agreed price to the other party.
2. If the other party cancels or reschedules a planned appointment less than 24 hours in advance, Broadcast Partners is in any case entitled to the relevant time based on the agreed or - in the absence thereof - usual

hourly rate to the other party to take into account.

3. The other party is liable vis-à-vis third parties for the consequences of the cancellation and indemnifies Broadcast Partners against claims arising from these third parties.
4. Broadcast Partners has the right to settle all amounts paid by the other party with the compensation owed by the other party.
5. In the event of suspension of the performance of the agreement at the request of the other party, the compensation for all work performed and costs incurred at that time is immediately claimable and Broadcast Partners may charge this to the other party. In addition, Broadcast Partners may charge all costs incurred or incurred during the suspension period as well as the hours already reserved for the suspension period to the other party.
6. If the execution of the agreement cannot be resumed after the agreed suspension period, Broadcast Partners has the right to dissolve the agreement by means of a written statement to the other party. If the performance of the agreement is resumed after the agreed suspension period, the other party must reimburse any costs incurred by Broadcast Partners resulting from this resumption.

Article 22: Applicable law / competent court

1. The agreement concluded between Broadcast Partners and the other party is exclusively governed by Dutch law.
2. Any disputes regarding the agreement, including the interpretation and applicability of these general terms and conditions, will be submitted to the competent court in Amsterdam, the Netherlands, although Broadcast Partners always retains the right to submit a dispute to the competent court of in the place where the other party is registered.