



## **GENERAL TERMS AND CONDITIONS**

For the provision of services and delivery of goods by Wisse Kommunikatie B.V.

### **Article 1 - Definitions**

1. Wisse Kommunikatie B.V., Kroonpark 2a, 6831 GV Arnhem, The Netherlands: the legal entity instructed by the client to perform services or deliver goods.
2. The client: the natural or legal entity who has requested Wisse Kommunikatie B.V. to issue a tender, quotation or offer or has granted it the assignment with respect to the rendering of services or the delivery of goods.
3. The agreement: the agreement between Wisse Kommunikatie B.V. and the client as it has been or will be concluded under these General Terms and Conditions.

### **Article 2 - Application and validity of these General Terms and Conditions**

1. These General Terms and Conditions shall apply to the creation, content and performance of all agreements concluded between Wisse Kommunikatie B.V. and the client.
2. Deviations from these General Terms and Conditions shall only be valid insofar as these deviations have been agreed in writing between the parties.
3. The client's general terms and conditions (of purchase) shall only apply if it has been expressly agreed in writing that they shall apply to the exclusion of these General Terms and Conditions.

### **Article 3 - Quotations, offers**

1. All offers made by or on behalf of Wisse Kommunikatie B.V. shall be without obligation. The mere submission of an offer shall not oblige Wisse Kommunikatie B.V. to enter into an agreement. The date of Wisse Kommunikatie B.V.'s confirmation shall be deemed the date on which the agreement is concluded. Any additional agreements or changes made at a later date shall only be valid if Wisse Kommunikatie B.V. has confirmed these in writing and the instructing party has not objected to this in writing within eight days.
2. Wisse Kommunikatie B.V. reserves the copyright on the texts, strategic concepts, representations, images, drawings, sketches, designs and calculations provided with the offers or on other occasions, such as the preliminary work referred to in article 8. These documents will remain the property of Wisse Kommunikatie B.V. and may not be copied by the client or shown or made available to third parties or otherwise used without Wisse Kommunikatie B.V.'s express prior written permission. At Wisse Kommunikatie B.V.'s request, these must be returned immediately to Wisse Kommunikatie B.V. or destroyed by the client.

### **Article 4 - Agreement**

1. Except in so far as the agreement also comprises the delivery of goods, the cooperation between the client and Wisse Kommunikatie B.V. shall be an agreement of engagement.



#### **Article 5 - General obligations of the parties**

1. Wisse Kommunikatie B.V. shall execute the agreement to the best of its knowledge and ability in accordance with the requirements of good workmanship. The agreement with the instructing party shall be an obligation to perform to the best of its abilities.
2. Both parties will cooperate with the agreed procedures and will provide each other with the information required for the proper execution of the work as soon as possible after the other party has requested this. Objects, materials or data made available to Wisse Kommunikatie B.V. for, by or on behalf of the client shall be held at the client's expense and risk.
3. The parties shall conduct themselves carefully with respect to each other and shall not unnecessarily damage each other's interests, either within or outside of this agreement.
4. Wisse Kommunikatie B.V. undertakes to keep confidential everything that comes to its attention in performing its work and which is of a confidential nature or which the agency may be expected to recognize as being of a confidential nature. Unless this is necessary to comply with a statutory obligation, Wisse Kommunikatie B.V. may only break this confidentiality with the client's permission.
5. If Wisse Kommunikatie B.V. does not perform the work in accordance with the client's wishes, the latter may instruct Wisse Kommunikatie B.V. to consider performing the work in a different manner. If Wisse Kommunikatie B.V. is not prepared to comply with this request, which Wisse Kommunikatie B.V. shall be free to do, the client shall be authorized to terminate the assignment. The provisions in Article 6 of these General Terms and Conditions shall apply to this termination.

#### **Article 6 - Duration and termination**

1. Unless explicitly agreed otherwise in writing, the agreement shall be deemed to have been entered into for an indefinite period of time. An agreement entered into for an indefinite period of time may be terminated at any time with due observance of the notice period stipulated in the agreement or, in the absence thereof, with due observance of a term of notice of three months.
2. A contract entered into for a definite period of time or for the time necessary for the completion of the assignment may, unless the contract expressly stipulates otherwise, be terminated prematurely by one of the parties only in writing with due observance of a term of notice of three months.
3. In the event of premature termination of the agreement within the meaning of the previous paragraph of this article by the instructing party, the latter shall owe Wisse Kommunikatie B.V. compensation during the notice period. This compensation shall be at least equal to the average of the fee as invoiced by Wisse Kommunikatie B.V. over the twelve months preceding the notice period (or as much shorter as the agreement has lasted). The foregoing shall apply without prejudice to the client's obligation to pay the invoices for work which the client has Wisse Kommunikatie B.V. perform during the notice period, insofar as this work amounts to more than the aforementioned average.



4. In the event of premature termination of the agreement by Wisse Kommunikatie B.V., the agency shall not be entitled to claim any form of compensation other than for work performed by Wisse Kommunikatie B.V. during the notice period. Wisse Kommunikatie B.V. shall be obliged to complete current work normally and properly until the end of the notice period, unless the client decides otherwise. If the client requests so, Wisse Kommunikatie B.V. shall be obliged to ensure an appropriate transfer of the work.
5. Wisse Kommunikatie B.V. shall be entitled to terminate the agreement without judicial intervention and without observing a notice period if the client is declared bankrupt, applies for a suspension of payments or, outside of bankruptcy or suspension of payments, seeks an agreement with creditors, all of this without prejudice to Wisse Kommunikatie B.V.'s right to claim damages for premature termination.
6. The agreement shall end, without prejudice to the provisions of Article 408, Book 7 of the Dutch Civil Code and the provisions of the previous paragraphs of this Article: by the completion of the assignment; if completion of the assignment has become impossible due to force majeure.

#### **Article 7 - Fees, costs and expenses**

1. The agency's fee shall be based on hour tariffs, unless another matter of remuneration is agreed upon. Other remuneration may be a fixed fee per unit of time (retainer fee) or a fixed price (per project or assignment).
2. Wisse Kommunikatie B.V. shall be entitled to adjust its hour tariffs and/or fees, which may be fixed on another basis pursuant to the agreement, through indexation. Indexation may take place at most once a year and not earlier than three months after the agreement is concluded. Increases as referred to in the previous sentence shall only be calculated after they have been notified to the client. Indexation shall be on the basis of the Consumer Price Index (CPI) figures based on 2015 = 100 as published by The Netherlands Central Bureau of Statistics (CBS).
3. If work is performed on the basis of previously agreed budgets with hour tariffs as the basis, Wisse Kommunikatie B.V. may not deviate from these budgets, except for indexation as described in the previous paragraph of this Article or in the event of an interim amendment to the agreement by the client. If the client reduces the scope of the agreement prematurely, the client must continue to pay the original fee for as long as provided for in article 6, which deals with cancellation of an assignment. If it is foreseeable that the mutually approved budget will be exceeded, Wisse Kommunikatie B.V. shall be obliged to inform the client immediately and, if necessary, present a new budget for approval.
4. In addition to the fee, agency costs shall be payable and the costs of third parties engaged by Wisse Kommunikatie B.V. in connection with the agreement. In estimates and invoices, the costs shall be broken down into: agency fees, agency expenses and, if applicable, third-party expenses. Agency costs shall be understood to include cuttings costs and travel and accommodation expenses.



5. In principle the client shall pay third-party costs directly. If payment from third parties is made through Wisse Kommunikatie B.V., Wisse Kommunikatie B.V. shall be entitled to charge a surcharge for interest and administration costs. It shall also be entitled to request an advance payment on the costs.
6. Unless otherwise agreed, Wisse Kommunikatie B.V. shall invoice the fees and agency costs owed for a calendar month monthly in arrears. Third-party costs may be passed on immediately after receipt of the relevant invoices. The term of payment for Wisse Kommunikatie B.V.'s invoices shall be 30 days, while an appeal to set-off shall be excluded. If this term is exceeded, the client shall owe interest of 1% per calendar month or part of a month as from the due date.
7. In the event of late payment, in addition to the amount owed and the interest, client shall also owe the judicial and extrajudicial collection costs, including the costs of lawyers, bailiffs and collection agencies. The extrajudicial collection costs are set at a minimum of 15% of the client sum plus interest, with a minimum of € 70.00.
8. If the parties have agreed that an hourly rate will be used, the hours worked must be sufficiently specified in the invoice.
9. All prices shall be exclusive of V.A.T., unless explicitly stated otherwise.

#### **Article 8 - Preliminary Work**

1. If, before an agreement is concluded, the client requires Wisse Kommunikatie B.V. to acquire knowledge of public relations/communication and/or knowledge of the client's specific problems that is specifically tailored to the client, Wisse Kommunikatie B.V. shall be entitled to reasonable compensation for this.
2. Before Wisse Kommunikatie B.V. performs this preliminary work, Wisse Kommunikatie B.V. shall notify the client in writing that the work in question will be charged, even if the agreement is not concluded.

#### **Article 9 - Conflicts of interest**

1. Unless the client has given its written permission, Wisse Kommunikatie B.V. shall not accept any assignments, the execution of which Wisse Kommunikatie B.V. knows or should understand to be in conflict with the client's interests.

#### **Article 10 - Engagement of additional agencies**

1. in the context of an agreed assignment the client shall not give public relations or other communication assignments to other PR/Communications agencies/advisers, or shall only do so after timely prior consultation with Wisse Kommunikatie B.V.



### **Article 11 - Copyright**

1. The client shall obtain from Wisse Kommunikatie B.V. a license, unlimited in time, for the use of copyright-protected works, which Wisse Kommunikatie B.V. creates for the client in the execution of the agreement, on the understanding that the license shall only apply as soon as and as long as the client complies with the financial obligations related to making the copyright-protected work available.
2. The license referred to in the foregoing shall apply exclusively to use of the work concerned by the client himself. Use by third parties shall therefore not be permissible without the written permission of Wisse Kommunikatie B.V.

### **Article 12 - Statements and announcements**

1. Statements and announcements, in whatever form, made by Wisse Kommunikatie B.V. on behalf of the client in connection with execution of the agreement shall be submitted to the client in advance for approval.
2. Statements and communications made by Wisse Kommunikatie B.V. on behalf of the client in connection with execution of the agreement shall occur exclusively at the client's expense and risk. If a complaint is filed against the client or a legal action is instituted against the client with regard to such statements/communications, the client shall decide, in consultation with Wisse Kommunikatie B.V., how to defend itself.
3. If Wisse Kommunikatie B.V. is taken to court in connection with a statement/communication referred to in the previous paragraph or a complaint is filed against it, Wisse Kommunikatie B.V. shall notify the client immediately. It shall be decided, in consultation between the parties, whether Wisse Kommunikatie B.V. shall mount an independent defense or whether the client shall conduct the proceedings in Wisse Kommunikatie B.V.'s name. In either event, all costs of handling the complaint and/or procedure shall be borne by the client, including any order to pay the costs of the proceedings or contribution to the costs on behalf of the other party.
4. The client shall indemnify Wisse Kommunikatie B.V. against all claims by third parties based on the correctness or incorrectness and factual content of statements and communications made by Wisse Kommunikatie B.V. on behalf of the client in connection with the execution of the agreement.



### **Article 13 - Liability**

1. In the case of consultancy work, Wisse Kommunikatie B.V. shall be liable for damage resulting from imputable failure to comply with the obligations under the agreement. Shortcomings shall be imputable insofar as there is a question of a course of action or omission on the part of Wisse Kommunikatie B.V. which may not be expected of a public relations/communications consultant acting reasonably.
2. Except in the case of intent or deliberate recklessness, liability for the damage caused by the shortcoming in the execution of consultancy work shall be limited to the amount of the fee received by Wisse Kommunikatie B.V. for its work under the agreement. In the case of agreements with a term of more than six months, the aforementioned liability shall also be limited to a maximum of the invoice amount for the last six months prior to the failure.
3. In the event of Wisse Kommunikatie B.V.'s liability for the delivery of goods, Wisse Kommunikatie B.V. shall, at its option, either pay compensation up to at most the invoice value of the goods delivered or replace the goods delivered free of charge.
4. Wisse Kommunikatie B.V. shall not be liable for imputable failures by third parties which Wisse Kommunikatie B.V. has engaged with the client's consent. Insofar as Wisse Kommunikatie B.V. can enforce, vis-à-vis a third party which it has engaged with the client's permission, claims to damages to which the client is not directly entitled, Wisse Kommunikatie B.V. shall do everything in its power or shall, where possible, enable the client to enforce those claims. The costs of this shall be borne by the client.
5. Wisse Kommunikatie B.V. shall not be obliged to compensate more or other damage, including consequential damage, than provided for in the previous paragraphs of this Article.
6. Any claims by the client as referred to in this Article must have been submitted in writing to Wisse Kommunikatie B.V. within six months after the breach has been discovered or reasonably could have been discovered, failing which the claims shall be extinguished.

### **Article 14 - Disputes**

1. Disputes between the client and Wisse Kommunikatie B.V. ensuing from the agreement or its execution shall be decided by the court with jurisdiction in Wisse Kommunikatie B.V.'s place of business.
2. These General Terms and Conditions and the agreement shall be governed by Dutch law.

[Final version, January 24,, 2022]