

## GENERAL TERMS AND CONDITIONS

### 1. GENERAL

1. The following terms are used in these General Terms and Conditions:

**General Terms and Conditions:**

These General Terms and Conditions.

**The Post:**

The Post B.V.

**The Post Company:**

A company which is directly affiliated with The Post B.V. or which is either directly or indirectly under the control of, managed by or associated with one or more companies of The Post B.V.

**Offer:**

A document from The Post which states that the General Terms and Conditions apply and which defines the Work.

**Client:**

The party which gives The Post an assignment.

**Assignment Team:**

The natural persons within The Post, who are, individually and jointly, involved in performing the Work, as well as third parties (natural persons outside of The Post) who are engaged by The Post to perform the Work.

**Agreement:**

The General Terms and Conditions and the Offer together with any other documents and conditions that apply to the Work in the The Post - Client relationship ('Additional Terms') and to which explicit reference is made in the Offer.

**Work:**

The work The Post must perform for a Client pursuant to the Offer, including deliveries of products and/or services.

2. All assignments are accepted only by The Post, leaving aside articles 7:404 and 7:407 paragraph 2 Dutch Civil Code [*Burgerlijk Wetboek*].

### 2. APPLICABILITY GENERAL TERMS AND CONDITIONS

1. These General Terms and Conditions apply to the Work The Post performs for a Client.
2. Applicability of any purchase conditions or other conditions from the Client is expressly excluded.

### 3. REALISATION AND DURATION TERM OF THE AGREEMENT

1. The Post is bound by offers only if they are confirmed in writing by The Post within eight (8) days after the Client has accepted them.
2. Offers are provided free of obligation and are valid for one (1) month. Price quotations may undergo changes due to unforeseen changes in the work and/or an increase in the costs of materials. Prices are excluding VAT and other governmental levies. The rates and offers stated do not automatically apply to future assignments.
3. The Agreement is realised at the moment the Client confirms the Offer (whether verbally, in writing, electronically or tacitly), or at the moment the Work commences.
4. The Agreement is concluded for a fixed term, unless it follows from the contents, nature or purpose of the assignment given by the Client that it has been concluded for an indefinite term.

### 4. CONTENTS OF THE AGREEMENT / ORDER IN CASE OF A CONFLICT

1. The Agreement is the basis of all agreements between The Post and the Client in respect of the Work.
2. Changes or alterations to the Agreement shall be made in writing and signed by an authorised representative of The Post and an authorised representative of the Client.
3. In the event of a conflict between the Offer and the other parts of the Agreement, the Offer shall prevail. In the event of a conflict between the General Terms and Conditions and any Additional Conditions, the Additional Conditions shall prevail.

### 5. PERFORMANCE OF THE WORK

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1. In the Offer, a description is included of the Work to be performed by The Post.
2. The Post will make an effort to perform the Work to the best of its ability in accordance with the arrangements and procedures to be agreed with the Client and set out writing.
3. The Post determines the way in which the Work is performed and the person/persons who will perform the Work. If, according to the Offer, specific persons will perform the Work, The Post will make a reasonable effort to ensure that these persons shall perform the Work. The Post is entitled to replace the persons named in the Offer by persons with the same or similar expertise.
4. If it has been agreed that the Work will be performed in stages, The Post is entitled to suspend the Work of the next stage until such time that the Client has accepted the results of the previous stage in writing and has paid all outstanding amounts.
5. Terms within which the Work shall be finished can only be considered firm deadlines if such is explicitly agreed to. The Agreement can under no circumstances be dissolved by the Client due to exceeding the term. Furthermore, The Post shall under no circumstances be liable for compensation due to exceeding the term.
6. If The Post, at the request or with prior approval of the Client, works or performs outside of the contents or scope of the Work, the Client will reimburse The Post for this work or performance in accordance with The Post's usual rates.
7. The Client accepts that the work or performance within the meaning of Article 5 paragraph 6 can have an effect on the agreed time or the expected time of completing the Work and the mutual responsibilities of the Client and The Post.
8. In the interests of the performance of the Work, including for the purpose of facilitating service provision, third parties (also in other jurisdictions), including persons employed at/by or affiliated with The Post, may be engaged for the performance of the Work. If the Client wishes to engage third parties for the performance of the Work, the Client will do so only after reaching an agreement about this with The Post.
9. Upon completion of the Work, The Post can provide advice in writing, provide written confirmation of advice given orally, issue a (final) report in writing or give an oral presentation. Prior to the completion of the Work, The Post can provide oral, provisional or interim advice, reports and presentations. The written advice or written (final) report given by The Post will prevail. The Client cannot rely on any provisional or interim advice, report or presentation. If the Client wishes to rely on advice provided orally, or on an oral presentation given upon the completion of the Work, the Client shall notify The Post of such, so that The Post can confirm the relevant advice in writing.
10. The Post is not obliged to update oral or written advice, reports or outcome of the Work following events that have taken place after delivery of the final version of the advice, the report or the results. The advice, opinions, expectations, predictions and recommendations provided by The Post as part of the Work can under no conditions or circumstances be construed as a guarantee in respect of future events or circumstances.

### 6. OBLIGATIONS OF THE CLIENT

1. The Client shall, both voluntary and at the request of The Post, provide full cooperation and make available any relevant documents The Post reasonable deems necessary for a correct performance of the Work, such in good time, in the required format and in the required manner. In the event, The Post performs Work at the premises of the Client or uses the computer systems and telephone networks of the Client, the Client shall (for its own account) ensure the required access, safety procedures, virus checks, facilities, permits and permissions. Insofar as the Work is not performed in the own offices of The Post, the Client shall also ensure that the employees of The Post are provided with an adequate work space and other

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facilities required for performing the Work and which meet all (legal) requirements.

2. The Client shall ensure that The Post is promptly informed about facts and circumstance which can be relevant for the correct performance of the Work.
3. The Client guarantees that the information and documents made available to The Post are accurate, complete, reliable and lawful, also if they originate from third parties, unless the nature of the Work dictates otherwise.
4. The Client shall ensure that persons who are, visibly or not visibly, involved in developing image, sound and/or text productions have given permission for use of these productions. The Post does not accept any liability for any claim from persons who claim portrait or copy rights.
5. The Post cannot be held liable for the damage suffered by the Client as a result of the Client or third parties (I) failing to provide information in good time or withholding facts and circumstances which can be important in relation to the proper performance of the Work and (II) misrepresenting facts.
6. If The Post is forced to reschedule the Work at the request of the Client as a result of required information and documents as referred to in Article 6 paragraph 1, paragraph 3 and paragraph 4 which was not provided, not provided properly or not provided in good time, or as a result of cooperation which was not provided, not provided properly or not provided in good time, including the making available of employees, The Post may charge a fee for this. The amount of the fee depends on the time at which the delay has arisen:
  - after written approval of the planning and >5 working days before the commencement of the Work;
  - 50% of the prices stated in the offer for the Work to be performed;
  - 100% of the obligations entered into by The Post where they involve the deployment of manpower and/or resources including printing resources, advertisement space, photos;
  - after written approval of the planning and <5 working days before the commencement of the Work:

- 100% of the prices stated in the offer for the Work to be performed.
7. If, in addition to the previous article, there are additional costs and fees due to a delay in the performance of the Work, including but not limited to the costs of rescheduling the Work as a result of required information and documents as referred to in Article 6 paragraph 1, paragraph 3 and paragraph 4 which was not provided, not provided properly or not provided in good time, or as a result of cooperation which was not provided, not provided properly or not provided in good time, including the making available of employees, are for the account of the Client.

### 7. OWN RESPONSIBILITIES OF THE CLIENT

Without prejudice to the obligations and responsibilities of The Post in the performance of the Work, the Client's responsibilities and liabilities include:

1. the management and operation of its own business, the performance of its own business activities and its own corporate affairs;
2. the decisions made by the Client regarding the extent to which it wishes to rely on The Post's advice, recommendations or other outcome resulting from the Work, as well as regarding the use and implementation of such;
3. the appointment by the Client of a person who has suitable abilities, knowledge and experience to, at any time, bear the responsibility for the decisions made by the Client and to monitor the Work and assess the suitability of the outcome of the Work performed on behalf of the Client, and to take responsibilities for actions, if applicable, which follow from the outcome of the Work.

### 8. CONFIDENTIALITY

1. The Post is obliged to maintain confidentiality with regard to confidential information provided by or on behalf of the Client to third parties, other than those involved in the performance of the Work. This

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obligation does not apply insofar as The post is forced to disclose information on account of the law, any regulation provided by a body whose supervision The Post is subject to, a professional obligation The Post has or persons employed at/by or affiliated with The Post have or a binding decision by a judge or governmental body.

2. The obligation included in paragraph 1 of this Article does not apply in the event that the information stated in this paragraph is publicly known or announced other than as a result of an unlawful announcement. The relevant obligation is furthermore without prejudice to the right of The Post to submit the information as referred to in paragraph 1 of this article to its insurers and/or advisors in relation to the professional liability of the Post, or to a third party, if such is necessary for the performance of the Work, including for the purpose of facilitating service provision.
3. The Post is not entitled to use the information made available to it by the Client for any other purpose than for which it was obtained, unless The Post acts for itself, or persons employed at/by or affiliated with The Post act for themselves in disciplinary, criminal or civil proceedings where this information may be important.
4. Unless The Post has given prior, written approval, the Client shall not publish the contents of the Offer, reports, advice or other communications by The Post, whether in writing or otherwise, which are not formulated or prepared with the intention of providing information to third parties. The Client will furthermore ensure that third parties will not be able to take note of the contents referred to in the previous sentence.
5. Unless The Post has given prior, written approval, the Client shall not make any statements about the approach and working methods of The Post.
6. The Client shall use the Offer from The Post and the knowledge and ideas contained therein exclusively for the evaluation of its interests in awarding the assignment.
7. The Post and the Client shall impose their obligations by virtue of Article 8 on third parties engaged by them.

8. The Post reserves the right – in the context of advertising and providing references – to use the name of the Client, to state the type of Work it has performed for the Client and to mention all the particulars which have already been announced through the media.
9. The Post is entitled to – confidentially – share information concerning the Client, The Post's relationship with the Client and the Work, including confidential information, with other existing The Post Companies and ones which may be established in the future (including in other jurisdictions), in order to build and maintain a database of best practices and knowledge where it will be at least obliged to implement measures to protect its confidentiality.

### 9. INTELLECTUAL PROPERTY

1. The Post reserves all rights in relation to the intellectual products it uses or has used or develops or has developed in the context of performing the Work.
2. The Client is expressly forbidden to reproduce, publish or exploit the products stated in Article 9 paragraph 1, including computer programs, system designs, processes, advice, (model) contracts and other intellectual products of The Post.
3. For the purpose of performing the Work for the Client and/or other clients of The Post and/or clients of another company of The Post, The Post is entitled to use and further develop the knowledge, experience and general skills The Post has obtained as a result of performing the Work and to exchange such knowledge, experience and general skills with other The Post Companies.

### 10. KNOWLEDGE AND CONFLICTS

1. The Assignment Team cannot be expected to have knowledge of facts and circumstances which are known to other persons within The Post and/or persons within other The Post Companies. The Post can therefore not be held accountable by the Client for such facts and circumstances.
2. The Post is at all times at liberty to provide services to another party which has an interest that clashes or

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conflicts with the interests of the Client (hereinafter: a 'Conflicting Party'), except in the case that the interests of the Conflicting Party specifically and directly clash or compete with the interests of the Client with respect to the underlying interest. In the event that the interests of the Conflicting Party specifically and directly clash or compete with the interests of the Client with respect to the underlying interest, the Assignment Team will not perform any work for the Conflicting Party. In this case, persons within The Post other than the Assignment Team are allowed to perform work for the Conflicting Party, with the proviso that appropriate security measures are in place.

3. If the Client is or has become aware of the fact and/or the situation that The Post provides advice to a Conflicting Party or intends to do so with regards to a specific and direct interest which clashes or conflicts with the interests of the Client, The Client will notify The Post of this without delay.

### 11. FEE / PAYMENT / COST RECOVERY

1. The Post invoices the Work on the basis of its fee, costs (including costs of third parties that are engaged) and any taxes due on these.
  2. The fee of The Post does not depend on the outcome of the Work; the fee of The Post is based on the level of responsibility of the persons in the Assignment Team, their length of service, expertise, the costs of developing drafts, models, methods, etc. and the time they spent performing the Work and the nature and complexity of the Work.
  3. Costs as referred to in Article 11 paragraph 1 mean direct costs, any mark-up on these costs, as well as an amount for covering the expenses which are not directly attributed to the Work.
  4. The amount invoiced by The Post may derogate from previous estimates or offers.
  5. Invoicing occurs in stages. Upon confirmation of the assignment, 50% of the total value of the assignment will be invoiced. The remaining 50% will be invoiced in stages to be agreed in advance. The Client and The Post will agree on a planning fourteen (14) days, after the agreement has been concluded, or earlier or later if so agreed in writing.
- In this planning, agreements will be made on the terms within which matters and work must be delivered and invoiced. The Post can suspend elements which are part of a following term until the Client has approved the results of the previous term in writing. If performance is suspended due to the client for any reason whatsoever, this shall have no impact on the stages for invoicing.
6. If assignments are performed based on subsequent calculation, invoicing will take place on a monthly basis. On the first day of the month, 50% of the expected amount of the assignment will be invoiced. On the first day of the following month, the remainder of the previous month – credit or debit – will be invoiced.
  7. If the financial position or the payment history of the Client in the opinion of The Post gives rise to such, The Post is, supplementary to paragraph 5 and 6, entitled to demand that the Client pay the entire amount in advance and/or to provide (additional) security in a manner to be determined by The Post. If the Client fails to provide the demanded security, The Post is entitled, without prejudice to its other rights, to immediately suspend any further performance of the Agreement, and everything the Client owes The Post, in whatever respect, shall be immediately payable.
  8. Payment by the Client shall take place within fourteen (14) days after the invoice date, without discount or set-off. If the Client has not paid within this payment term, The Post is entitled, without providing any further notice of default and without prejudice to the other rights of The Post, to charge the statutory commercial interest (within the meaning of Article 6:119a Dutch Civil Code) from the due date until the day of settlement in full.
  9. Any judicial and extra-judicial (collection) expenses The Post reasonably incurs as a result of the Client's failure to comply with its payment obligations will be for the account of the Client.
  10. In the event of a mutually given assignment, the Clients are jointly and severally liable for paying the invoice amount, insofar as the Work is performed for both Clients.

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11. In the event The Post is obliged or requested to provide information about the Client on grounds of a request or order from a regulatory or governmental body based on legal proceedings, the Client shall compensate The Post for the costs The Post and its personnel incur due to such request, order or proceedings, in the event conduct of The Post is not also subject of such request, order or proceedings.

### 12. SAMPLES, EXAMPLES

If The Client was shown or provided a model, sample or example, this is considered to be shown or provided by way of indication: the quality of the products to be delivered may deviate from the sample, model or example unless it was explicitly stated that the product to be delivered would be in accordance with the sample, model or example shown.

### 13. COMPLAINTS

1. The Post must be notified in writing of complaints with respect to the Work performed and/or the amount of the invoice within sixty (60) days after the documents or information the Client complains about were sent, or within sixty (60) days after the discovery of the defect if the Client shows that the defect could not in all reasonableness have been discovered earlier.
2. Complaints within the meaning of Article 13 paragraph 1, do not suspend the payment obligation of the Client.
3. In the event of a justified complaint, The Post may, at its own discretion, adjust the invoiced fee, improve the Work performed or perform the Work again free of charge, or fully or partially discontinue the assignment against a proportionate refund of the fee already paid by the Client.

### 14. EARLY TERMINATION OF THE ASSIGNMENT

1. The Agreement can be terminated in writing by both The Post and the Client with due regard to the period of notice of thirty (30) days. If the Client terminates in this way, the Client must reimburse all the damage

and costs incurred by The Post with a minimum of 85% of the agreed price in the Agreement. The damage and costs include, but are not limited to, all the costs incurred, investments made and loss of capacity utilisation by The Post in relation to the Agreement and the (future) Work.

2. In the event of unforeseen circumstances (within the meaning of Article 6:258 Dutch Civil Code), The Post is furthermore entitled to terminate the Agreement in writing with immediate effect.
3. The authority to dissolve the Agreement falls to The Post and the Client only if the other party attributably fails in the performance of an essential obligation on account of the Agreement and the other party is in default in this respect (within the meaning of article 6:81 Dutch Civil Code).
4. In the event of termination, The Post retains the right to payment of invoices for Work already performed and any Work still to be performed after consultation. The payment obligation of the Client in respect of the invoice concerning Work already performed will be immediately and fully due and payable at the moment the Agreement is terminated.

### 15. LIABILITY

1. The Post will perform the Work (including any additional work) to the best of its ability and exercise the required due care. The Post is liable only if the Client demonstrates that the Client has sustained damage due to an error made by The Post.
2. The liability of The Post is limited to an amount equal to one twelfth (12th) times the fee owed to The Post pursuant to the provisions in the Offer, exclusive of any third-party costs, barring intent or deliberate recklessness on the part of the managerial staff of The Post. This limitation of liability applies in full in the event of liability towards multiple Clients; in this case The Post will pay all Clients combined not more than one (1) times the fee owed to The Post pursuant to the provisions in the Offer.
3. The liability of The Post for indirect damage (including, but not limited to lost revenue, missed savings, damage due to business interruption) is excluded,

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barring intent or deliberate recklessness on the part of the managerial staff of The Post.

4. Apart from the stated cases in Article 15.1 through 15.3, The Post is not liable for compensation of damages.
5. The Post will take due care when engaging third parties. The Post is not liable for errors and/or shortcomings of these third parties. This does not apply to third parties which act as subcontractors of The Post and fall under its responsibility.
6. The liability limitations included in Article 15 work in part for the benefit of both The Post (itself) as well as the persons, individually and jointly, within the Assignment Team.
7. No The Post Company other than The Post itself (whether engaged for the Work or not) is liable for any damage on the part of the Client in relation to the Work. The liability limitations laid down in this Article 15 also apply for the benefit of all The Post Companies besides The Post (whether engaged for the Work or not).

### 16. INDEMNIFICATION

1. The Client indemnifies The Post in respect of all claims of third parties which follow from or relate to the performed Work – or the Work yet to be performed – for the Client, unless these claims are the result of intent or deliberate recklessness on the part of managerial staff of The Post. The indemnification also concerns all damage and costs (of proceedings) The Post incurs in connection to such a claim.
2. The indemnification in paragraph 1 of this article is stipulated on behalf of persons, individually and jointly, within the Assignment Team and on behalf of other The Post Companies engaged by The Post for the performance of the Work.

### 17. PERSONAL DATA PROTECTION

- Within the context of the Work or in the context of meeting The Post's legal obligations, The Post may process personal data concerning the Client and/or persons employed at/by or affiliated with the Client.
- The Post may process personal data in connection with facilitating the service provision by The Post to the Client and in connection to being able to approach the Client and/or persons employed at/by the Client with information and services of The Post and third parties including other The Post Companies.
- The processing of personal data by The Post in the context of the activities as stated in paragraphs 1 and 2 takes place in accordance with applicable laws and regulations in the field of personal data protection. The Client will inform data subjects about the provision of their personal data to The Post and the processing of this data by The Post in accordance with the Agreement.
- Insofar as The Post processes personal data in the context of the Agreement on behalf of the Client and the Client determines the purpose and the means of this data processing, the Client acts as the controller of the personal data and The Post as the processor within the meaning of the General Data Protection Regulation (GDPR). In this case, the paragraphs 1 and 2 of this Article 17, insofar as the Work of The Post as processor is concerned and the paragraphs 4, 5 and 7 of this Article 17 also apply, which together form the Data Processing Agreement, within the meaning of the GDPR, between The Post and the Client.
- Insofar as The Post acts as processor as referred to in paragraph 4 of this Article 17, the following applies:
  - a) The Post will implement suitable technical and organisational safety measures to secure the personal data against damage or any form of unlawful processing. These measures include in any case:
    - measures to guarantee that only authorised personnel have access to the personal data;
    - measures to protect the personal data against accidental or unlawful destruction, accidental damage or alteration, unauthorized or unlawful storage, access or publication.
  - b) The Post undertakes not to disclose any personal data made available or accessible by or on behalf of the Client. If The Post engages third parties in (the support of) performing the Work, The Post will ensure that it makes contractual agreements with the third party in question in order to guarantee careful processing by the third parties of the personal data

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in accordance with the guarantees stated in paragraphs 4 and 5 of this Article 17.

c) In order to enable the Client to meet its obligations on the grounds of Article 33 and 34 GDPR, The Post will notify the Client of a breach of the security of the personal data of the Client if, as a result of this breach, it cannot reasonably be excluded that the personal data have been lost or (may be) processed unlawfully. The notification by The Post to the Client will occur without delay, which means within 48 hours after The Post has established the breach in question or has been notified of such by a subcontractor engaged by The Post. The above-mentioned evaluation by The Post – concerning not being able to reasonably exclude the damage or unlawful processing of personal data as a result of the breach of the security implemented by The Post – takes place on the basis of the information available at The Post. The Client will provide The Post in writing with an email address which The Post can use for the above-mentioned notification.

- Insofar as The Post determines the purpose and the means of the processing of the personal data for the performance of the Work, The Post acts as the controller within the meaning of the GDPR and the paragraphs 4 and 5 of this Article 17 do not apply
- The Client has an independent duty to comply with the applicable laws and regulations regarding personal data protection. The Client indemnifies The Post against any claims made by third parties in connection to non-compliance with these laws and regulations by the Client. The indemnification concerns all damage and costs The Post incurs in connection to such a claim.

### 18. EMAIL AND INTERNET USE

The Client and The Post can communicate with each other through electronic post (email). There are risks associated with the use of email and the internet, including but not limited to distortion, delay, interception, manipulation and viruses.

The Post cannot be held liable for the damage which may result from the use of email and/or internet. In case of

d) The Post is entitled to process the personal data outside of the Netherlands if this is necessary for (the support of) performing of the Work. If during the performance of the Agreement The Post passes on personal data – for which the Client is the controller within the meaning of the GDPR – to a party located in a country outside of the European Economic Area (EEA) without an appropriate level of protection regarding the processing of personal data, the following applies: The Client authorises The Post at this time to act as a proxy of the Client in order to conclude model contracts so that the transfer requirements of the GDPR are met. Insofar as the above-mentioned authorisation turns out not to be satisfactory or valid, the Client will promptly provide any assistance required to The Post in order to make sure that the transfer will meet the requirements the GDPR sets for such, including submitting a satisfactory or valid authorisation to The Post so it can act as a proxy for concluding the model contracts.

doubt concerning the contents or sending of email, the data extracts from the computer systems of The Post will deliver compelling evidence.

### 19. CONFIDENTIALITY, CUSTODY AND OWNERSHIP OF THE FILE

The Post will keep a file of the Client assignment. The Post will take appropriate measures to ensure the confidentiality and the safe custody of the file and to keep the files during a period which is acceptable in terms of proper professional practices and which is in agreement with legal stipulations and professional rules regarding storage times. The files are the property of The Post.

### 20. EXPIRY PERIOD

Insofar as it is not otherwise provided in the General Terms and Conditions, the right of action and other powers, in whatever respect, of the Client towards The Post shall lapse in any case after one (1) year after the moment the Client became aware or could in all reasonableness have been aware of the existence of these rights and powers.

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### 21. NON-SOLLICITATION

During the performance of the Work and within one (1) year after termination of the Agreement, parties will not employ any of the persons involved with the Work from the other party or have them perform work in another manner or negotiate with these persons about such, except with the prior explicit consent of the other party, which consent will not be withheld on unreasonable grounds.

### 22. CONTINUING EFFECT

All rights and obligations following from the Agreement which by their purport are intended to remain in effect after termination of the Agreement, will remain in full

force between The Post and the Client after the Agreement has ended.

### 23. TRANSFER

Neither of the parties to the Agreement is entitled to transfer the rights and obligations arising from or related to the Agreement to a third party without the express written consent of the other party.

### 24. APPLICABLE LAW AND CHOICE OF FORUM

The Agreement is governed by Dutch law. Any dispute arising from or relating to the Agreement fall under the exclusive jurisdiction of the competent court in the district where The Post is seated.