General terms and conditions of Spotta

1 Applicability

1.1 These terms and conditions apply to all quotations, offers, advice, agreements and assignments arising therefrom with Netwerk VSP B.V. (hereinafter referred to as "Spotta"), with regard to the services to be performed by Spotta. Deviations from these terms and conditions only apply insofar as expressly agreed by the parties in writing.

1.2 During the period of validity of a quotation or an offer or during the term of an agreement, Spotta is at all times entitled to amend these general terms and conditions. If Spotta decides to do this, Spotta will inform its clients by publishing a general notification on its website and/or communicating this to its clients at least 30 days before the aforementioned amendment takes effect.

1.3 The provisions under "I. General" of these general terms and conditions apply to all services of Spotta. The provisions under "II. Service-specific" apply to the services specified there and are supplementary to the provisions under "I. General". In the case of conflict between the general provisions (under "I. General") and the service-specific provisions (under "II Service-specific"), the provisions as set out under "II Service-specific" will prevail.

1.4 The applicability of the general terms and conditions used by the client is expressly rejected.

I General

2 Quotations and rate lists

2.1 All quotations issued and/or offers made by Spotta are without obligation and based on data provided by the client. A combined quotation does not oblige Spotta to supply part of the goods or services included in the quotation for a corresponding proportion of the quoted price.

2.2 Unless expressly stated otherwise, every quotation and/or offer is based on performance under normal circumstances. If the quantities, formats, weights or otherwise specified in the quotation and/or offer are changed, or if during the performance of an assignment deviations from the quotation issued and/or offer made for this assignment are discovered, Spotta will
- even if an order confirmation has already taken place - reserve the right to charge, without prior notification to or permission from the client, the changed or deviated part at the price applicable at the time in accordance with Spotta's rate policy, and the client undertakes to pay this price.

2.3 Every quotation and/or offer or rate list is valid for a period of thirty days of its date.

3 Formation of an agreement

An agreement with Spotta will only be formed by a written confirmation from Spotta or if Spotta starts performing the assignment after the client has accepted a quotation and/or offer in writing during the period of validity of that quotation and/or offer. If Spotta sends the client an order confirmation, the content of that order confirmation will be regarded as complete and correct, unless the client protests against the order confirmation in writing, which is also understood to include by email, immediately, but no later than within four working days or at such earlier date as agreed for the performance of the assignment (being Mondays through Fridays).

Changes in the agreement are only valid if confirmed by Spotta in writing.

4 Scope of the agreement

4.1 The content of the agreement is limited to what has been agreed or to what has been delivered or performed by Spotta.

4.2 Spotta may suspend the start of its services (whether or not with regard to a specific assignment) for the period during which it has not received the correct information and/or data from the client for the performance of the assignment, or suspects that this is the case.

4.3 If Spotta is obliged to carry out, whether or not at the request of the client, additional (i.e. not agreed by the parties in advance) work that was not included in the original assignment, Spotta will carry out this additional work with due observance of the principles of reasonableness and fairness, in order to prevent any unnecessary delay in the performance of the assignment.

In that case, the aforementioned work will be charged separately to the client, separate from what has been/is charged by Spotta to the client with regard to the original assignment.

4.4 Situations in which Spotta is obliged to carry out additional (i.e. not agreed by the parties in advance) work as referred to in the preceding paragraph) include in any case – but are not limited to – the situation that the data provided to Spotta do not match the data provided by the client, or do not meet the standards that can reasonably set in this respect and/or do not match the supply specifications indicated by Spotta for the specific service (see www.spotta.nl).

5 Prices

5.1 All prices quoted by Spotta are exclusive of turnover tax and other government levies.

5.2 All prices confirmed by Spotta only apply with regard to the information and the formats, quantities, weights, etc. of the items supplied, as indicated by the client. If Spotta identifies deviations in the actual formats, quantities, weights and/or otherwise during the performance of its services, Spotta will charge the additional costs associated with the deviation to the client.

5.3 Spotta is entitled to increase the agreed prices in the case of, among other things, interim price increases of and/or surcharges on freights, customs levies, goods and/or commodity prices, taxes, wages or social security costs, decrease in value of the Dutch currency and/or increase in value of foreign currency and all governmental measures that have a price-increasing effect.

5.4 Unless expressly agreed otherwise, in the case of agreements with a longer term (continuing performance agreements), Spotta is entitled to adjust all prices as of the start of every calendar year, in accordance with the Service price index (DPI index) for mail and courier services, as published by Statistics Netherlands (2021 = 100). Unless agreed otherwise, a lower limit of 6% applies to the annual adjustment.

5.5 Without prejudice to the provisions of Article 5.4., in the case of a continuing performance agreement (as referred to in Article 12), Spotta is at all times entitled to implement general rate changes after the initial (agreed) period. Spotta will inform the client of such changes in good time. If the client disagrees with this change, the client will be entitled to terminate the agreement with effect from the effective date of the change.

6 Refusal to deliver

Spotta reserves the right not to perform an assignment or not to perform an assignment any further, without being obliged to pay any compensation, if:

- the content, form or purpose of the physical or digital materials, samples or objects provided by the client appear to be inconsistent with any statutory provision, the guidelines as set out in the
- codes of the Dutch Advertising Code Authority, public order, public decency, or the due care exercised in society, including unfair competition; and/or
- the physical or digital materials, samples or objects provided by the client cannot be machine processed or through the actions of the client or of third parties, threaten to
- delay the services, in all which case the client will be obliged to compensate the damage and lost interest and pay any costs to Spotta; and/or
- the physical or digital materials provided by the client is in direct conflict with Spotta's business interest; and/or

- Spotta has any other reason of its own not to perform the services with regard to the physical or digital materials supplied, such as in case Spotta does considers the physical or digital materials provided to be unsuitable to a specific target group, offensive, etc.

7 Supply of materials

7.1 Supply of the physical or digital materials can only take place if the client has issued an assignment to Spotta for the performance of services as referred to in Article 3. Supply shall take place in accordance with the instructions provided by Spotta as stated in the supply specifications applicable to the specific service, as published on www.spotta.nl.

7.2 If the client fails to comply with the provisions of the supply specifications, Spotta will be entitled to charge additional costs, without prejudice to Spotta's right to refuse performance of the relevant assignment.

7.3 If applicable, the information provided by or on behalf of the client on delivery of the materials (such as quantities, impressions, weights, forms, etc.) will be assumed by Spotta as being correct. Spotta is not liable for the consequences of differences between the quantities, impressions, weights, forms and dimensions supplied and those agreed. If applicable, Spotta only signs for receipt of the information provided. Signing does not pertain to the accuracy of the information provided by the client. Spotta at all times reserves the right to check the materials supplied for quantities, impressions, and quality. After this check, Spotta may report the deviations to the client. Spotta will charge the client for any costs resulting from deviations in the information provided by the client.

7.4 In the event of late supply of the materials, the client will be obliged to set a new distribution and/or publication period, with due observance of the possibilities existing at the time for performance of the assignment by Spotta, at Spotta's discretion. Spotta is entitled to pass on all costs arisen form the late supply to the client.

8 Cancellation of an assignment

8.1 In the event of cancellation of an assignment or adjustment of the agreed period within which the assignment has to be performed (both situations hereinafter also referred to as "cancellation"), Spotta will be entitled to charge at least 30% of the invoice value of the cancelled assignment to the client.

8.2 In the event of termination of a continuing performance agreement, or a restriction of a volume agreed in an agreement, the client will receive a compensation in accordance with the methodology described above.

9 Payment

9.1 Payment shall be made within fourteen days of the invoice date.

9.2 If the invoice amount has not been received within the agreed payment term, the client will be in default without any previous notice of default being required and will owe the statutory interest as referred to in Section 119a of Book 6 of the Dutch Civil Code. Spotta will in that case also be entitled to suspend its further services for the period during which payment is not forthcoming.

9.3 In some cases, including but not limited to the cases listed below in a, b and c, Spotta is entitled to require advance payment from the client for any services (still) to be performed:

a) if the amount owed for the services to be performed exceeds the fixed deposit amount as referred to in Article 10;

b) if the client is in default or fails to fulfill their obligations to supplement the deposit amount as referred to in Article 10;

c) if the client applies for or is allowed to participate in a debt restructuring plan, applies for or is granted a suspension of payments, a petition for the bankruptcy of the client is filed, the client is declared bankrupt or threatens to go bankrupt, or if the client has otherwise lost the power to dispose of their assets.

9.4 Spotta is entitled to demand advance payment of the entire price or any other security for payment of the price at any time before commencing or continuing performance of the agreement. If Spotta uses services of third parties, or if such use has been agreed, the associated costs and/or rates shall at all times be paid in advance.

9.5 If the client fails to fulfill any obligation under the agreement, the client will also be obliged to pay all costs in full, including but not limited to extrajudicial costs and court costs, attorney's fees and costs of internal and external consultancy, the amount of which will be set at a minimum of 15% of the total invoice amount owed with a minimum of €250.

9.6 Payments made by the client will first serve to settle all interest and costs due and subsequently those invoices due and payable which have been outstanding for the longest time, even if the client states that the payment relates to a later invoice.

9.7 The client is not authorized to suspend or set off their payment obligation.

9.8 If the client disagrees with the invoice amount or part thereof, they shall inform Spotta accordingly within 14 days of the invoice data. Unless evidence to the contrary is provided by the client, Spotta's records will constitute full proof of the accuracy of the invoice amount.

9.9 Spotta has taken out credit risk insurance. This means that Spotta is covered against losses suffered as a result of a bankruptcy of the client. Every client has a credit limit with Spotta. If that limit is insufficient for paying all Spotta's outstanding claims, the client will receive a pro forma invoice, which must be paid by the client no later than ten days before the start of the distribution. After performance of the assignment, the client receives the final invoice and a credit note for Spotta's pro forma invoice. Any difference will be paid by the client or repaid by Spotta to the client or set off against any amounts owed by the client to Spotta.

10 Deposit amount

10.1 Before commencing performance of the assignment, Spotta may require the client to deposit an amount into an account specified by Spotta (hereinafter: "deposit amount").

10.2 The deposit amount equals the amount the client is expected to owe on average for each invoicing period to Spotta for the services to be performed. The deposit amount is charged to the client through a first invoice.

10.3 Spotta is entitled to set off an invoice amount due and payable, and any interest on this amount and the extrajudicial costs, against the deposit amount or call in a deposit amount in the event of default, if the client applies for or is allowed to participate in a debt restructuring plan, applies for or is granted a suspension of payments, a petition for the bankruptcy of the client is filed, the client is declared bankrupt or has otherwise lost the power to dispose of their assets. If Spotta has exercised this right of set-off, the client will immediately supplement the deposit amount, before Spotta will perform assignments for the client again. The foregoing is without prejudice to Spotta's right under Article 9 to demand advance (cash) payment.

10.4 If Spotta discovers that the deposit amount deviates from the average invoice amount owed in the period since the discovery, Spotta will be entitled to adjust the amount of the deposit amount to that difference. After written notification of the decrease or increase of the deposit amount, the adjustment will be set off or charged in the next invoice.

11 Right of suspension and retention

11.1 If the client fails to pay a debt due and payable, Spotta will be entitled to suspend further fulfillment of its obligations arising from all current agreements between Spotta and the client until the debt is paid, without prejudice to Spotta's other rights of suspension arising from the law. If the client fails to pay a debt due and payable, all Spotta's claims against the client will also become immediately and fully due and payable.

11.2 Spotta will also have the aforementioned right of suspension if it has good grounds to assume that the client will attributably fail to fulfill a payment obligation, unless the client provides sufficient security. Such assumption may be based on information from third parties, for example, an assessment by a credit insurance company.

12 Continuing performance agreement

12.1 If the parties have entered into an (continuing performance) agreement, this agreement between the parties will be valid for the period set in that agreement, unless agreed otherwise in writing.

12.2 Either party is entitled to dissolve the continuing performance agreement, in whole or in part, without judicial intervention and with immediate effect, if:

(I) the other party attributably fails to fulfill an obligation under the

(II) continuing performance agreement, this failure justifies dissolution, and fulfillment is not forthcoming after this party has been given notice of default, with a reasonable period for fulfillment being granted;

(III) the other party has applied for or has been granted a suspension of payments;

(IV) the other party has been declared bankrupt or a petition for the bankruptcy of this party has been filed;

(V) the enterprise of the other party is liquidated or terminated other than for a reconstruction or merger of enterprises;

(VI) the other party acts contrary to legislation and regulations, public decency and/or the due care exercised in society.

13 Force majeure

13.1 Neither party is obliged to fulfill any obligation if it is prevented from doing so due to a circumstance that is not its fault, or if that party is not accountable for it by law, legal act or according to generally accepted standards.

13.2 The following circumstances are deemed not to be for Spotta's account: extremely bad weather conditions, work strikes, pandemics, severe frost, abnormal water levels, flood, power cuts, temporary unavailability or insufficient unavailability of hardware, software and/or internet and other telecommunications connections necessary for the performance of the assignment, shutting down or inaccessibility of a webpage managed a by third party, as well as any other situation over which Spotta cannot exercise (decisive) control, as well as any circumstance of whatever nature, as a result of which performance of the assignment becomes impossible for Spotta or becomes more burdensome for Spotta than Spotta could reasonably expect when concluding the agreement.

14 Complaints

Complaints shall be reported to Spotta in writing and thoroughly substantiated, within 5 working days of the last day of the scheduled performance of the assignment. The client is not entitled to suspend fulfillment of their obligations based on a complaint.

15 Liability

The extent of every liability on the part of Spotta in the event of an attributable shortcoming in the performance of the agreement will always for each event or connected series of events be limited to the invoice value of (that part of) the assignment (excluding VAT), due to which or in connection with which the liability arose. The liability within the meaning of this article will not apply if there is intent or willful recklessness on the part of Spotta. Liability for indirect damage, including but not limited to consequential damage, loss or modification of data, lost profit, damage suffered by third parties, government orders, damage caused by business interruption, damage to the IT infrastructure or software of the client as a result of, among other things, the use, application or operation of the IT infrastructure or the software or as a result of (computer) viruses, replicating computer programs and unwanted installations, missed savings and reputational damage, is expressly excluded.

16 Advice

Any advice provided by Spotta is only indicative. The client cannot derive any rights from advice provided by Spotta.

17 Privacy

17.1 The client warrants that, with regard to the personal data they provide to Spotta, they comply with all applicable personal data protection laws and regulations and that these laws and regulations allow provision of these data to Spotta and processing of these data by Spotta.

17.2 The client will indemnify Spotta against all third-party claims that arise from any failure by the client to comply with these laws and regulations.

17.3 Spotta ensures that its employees and the third parties involved in the performance of the assignment will comply with the provisions of this article.

17.4 Spotta will implement adequate technical and organizational measures to protect the personal data against loss or any form of unlawful processing. These measures will, taking the state of the art and the costs of implementation into account, guarantee an appropriate level of security, given the risks resulting from the processing and the nature of the data to be protected.

18 Intellectual property rights

18.1 Any and all intellectual property rights that may arise on the instruction of the client or otherwise during the performance of the assignment remain the property of Spotta, unless expressly agreed otherwise.

18.2 If any intellectual property right of the client is made available to Spotta for the performance of the agreement, this right will remain vested in the client. The client warrants that Spotta is entitled to use the intellectual property rights for the performance of the assignment, which may also involve sharing these rights with, or allowing such rights to be shared by, third parties. The client indemnifies Spotta against any third-party claims with regard to an infringement of any third-party intellectual property right.

18.3 Spotta is entitled, and - insofar as necessary - the client gives their explicit permission, to adjust and modify, among other things, the materials supplied by the client for the purpose of publication and performance of the assignment as referred to in Article 18.2.

19. Other

Spotta will carry out the work to its best judgment and ability and in accordance with high standards, while observing the care that may be expected from Spotta. However, Spotta does not give any guarantees regarding the services performed and/or advice provided by it. This obligation is to be regarded as a best-efforts obligation. Spotta is not liable for damage related to incorrect or unauthorized delivery of printed matter, or a violation of local laws and regulations. The client indemnifies Spotta against claims made by third parties, including municipalities, with regard to incorrect or unauthorized delivery of printed matter, or a violation of local laws and regulations.

20. Applicable law and choice of domicile

Dutch law applies to all disputes arising from agreements with Spotta.

The applicability of the Vienna Convention on Contracts for the International Sale of Goods of April 11, 1980 ("Vienna Sales Convention") is expressly excluded by the parties. All disputes will in the first instance be resolved by the competent court in Utrecht, unless Spotta prefers the court in the place in which the client has their corporate domicile or their place of residence, or mandatory law prescribes otherwise.

II Service-specific Distribution

21. Cancellation of an assignment

21.1 Cancellation, as referred to in Article 8, of an assignment or a partial assignment for the weekly distribution of the leaflets package is free of charge until Monday 12:00 p.m. two weeks before the week of scheduled distribution. In the case of cancellation after the aforementioned time, the client will be obliged to pay 30% of the invoice value of the cancelled assignment. In the case of cancellation of the assignment or partial assignment after Monday 9:00 a.m. in the week preceding the distribution, the client will be obliged to pay 100% of the invoice value of the cancelled assignment.

21.2 Article 21-1 applies for DM assignments, subject to the proviso that the free cancellation period has been set at Monday 12:00 p.m. four weeks before the week of scheduled distribution, instead of two weeks. Where partial assignments under this agreement are concerned, this provision applies in derogation from and to the exclusion of Article 8 of the general terms and conditions.

22 Distribution (period)

22.1 Unless expressly agreed otherwise, there is no entitlement to exclusive distribution of printed matter, objects or samples. Exclusive distributions are subject to further conditions, to be determined for each assignment, and special rates apply in addition to these general terms and conditions.

Agreed distribution periods are never fatal deadlines. Spotta makes efforts to observe the distribution periods as much as possible, but is not liable for the consequences of a premature distribution or an exceeding of the distribution period, or a shift as a result of national or local public holidays. Such premature distribution or exceeding of the distribution period will not oblige Spotta to pay any compensation, nor will this entitle the client to suspend the right to payment of invoices or declare the agreement dissolved. After the expiry of the distribution period, though, the client will be entitled to order Spotta in writing to distribute within a reasonable period. If this period is exceeded, the client will be entitled to dissolve the agreement with due observance of a notice period of 30 days.

22.2 Distribution periods as referred to in the preceding paragraph only apply if the materials to be distributed have been supplied by the client to Spotta on the agreed day and location and at the agreed time.

23 Storage and transportation of materials

23.1 The materials stored on Spotta's premises are insured against fire and water damage, explosion, and plane crashes. All materials for the performance of an assignment by Spotta are transported at the risk of the client, and transportation is therefore not insured. If so requested, the materials to be processed or delivered can be insured against theft, fraud, loss and/or damage, at the expense of the client. If the client does not take out insurance,

Spotta will not accept liability for the aforementioned risks. With regard to storage and transportation of samples and objects, further rules, to be agreed in consultation with Spotta, apply. If further instructions are lacking, Spotta will be entitled to destroy remainders of printed matter, being printed matter that is left over after the assignment has been performed and regarding which Spotta may reasonably assume that distribution of the relevant printed matter will no longer be required at any other time, unless agreed otherwise with the client.

23.2 if remainders are returned at the request of the client, they will be transported at the expense of the client to the address indicated by the client. For materials of the client that have been stored with Spotta for more than two weeks, a storage fee will be charged to the client. This amount of this fee is calculated per pallet place per week.

23.3 Spotta is authorized to suspend fulfillment of an obligation to hand over materials and/or remainders for as long as all its claims against the client have been paid, regardless of whether these claims relate to the aforementioned or other items of the client, unless the client has provided adequate security for those costs. Spotta will also have the right of retention in case the client goes bankrupt. One month after Spotta invoked its right of retention, Spotta will be entitled to have the materials of the client or remainders destroyed at the expense of the client.

24 Inserts

Without prior written permission from Spotta, including inserts in the form of written communications or goods, etc., in the printed matter to be distributed is not permitted. This is also subject to special rates, which will be provided on request.

25 Liability

25.1 If Spotta and the client have agreed that the distribution of certain shipments of the client will be driven by the database of the client or by the database of a third party engaged by or on behalf of the client, the following will apply in addition to the provisions of Article 15 under I. General. The responsibility for the choice and the content of the database and the responsibility for the quality of the consumer data used and the

integration of these data in the Digital Distribution Districts Network (Netwerk Digitale Bezorgwijken) system lies entirely with the client, and Spotta does not accept any liability in this regard, not even if Spotta has advised the client about the matter.

25.2 Without prejudice to the other provisions of these terms and conditions on Spotta's liability, Spotta will, in the event of an attributable shortcoming in the performance of the agreement, which will only be the case if at least 40% of the total print run of at least 3,000 copies has not been distributed or the distribution was delayed, and after distribution in those places or parts where omissions were demonstrated is no longer possible, only be liable for alternative compensation, meaning compensation of the value of the performance not delivered.

25.3 In the event of an incomplete performance of the distribution assignment, the client will not be entitled to return and/or the value of the materials that were not distributed. Nor will Spotta under any circumstance be liable for losses due to delay, losses due to exceeding the distribution periods as a result of changed circumstances and/or public holidays, and for damage resulting from the provision of inadequate cooperation, information, or materials.

25.4 Spotta will make efforts and exercise the utmost care in advising the client on and assisting the client in determining the distribution areas. The final decision on and responsibility for the distribution areas lies with the client. Spotta is not responsible and liable for the distribution areas selected by or on the instruction of the client. On request, the client will receive a specification of the distribution areas broken down by place and/or four-positional postcode level.

25.5 Spotta will make efforts to ensure the best possible distribution of the materials of the client. Spotta does not give guarantees with regard to the full performance of the distribution assignment and the distribution density of the materials.

26 Complaints

26.1 Complaints shall be reported within the period as stipulated in Article 14. When submitting any complaints, the postcodes and house numbers to which the complaint relates shall be stated as a minimum.

26.2 In the event of repeated complaints or multiple complaints relating to one delivery district within the distribution period of one week, Spotta will investigate the origin of the complaints and take measures if necessary. In addition, the quality of distribution will be measured and monitored at regular intervals on the basis of the reports drawn up by an independent research agency engaged by Spotta.

26.3 The following will not constitute a ground for a complaint regarding non-receipt of printed matter:

a) addresses without a letterbox or a letterbox that is difficult to reach, or houses that have only one letterbox for multiple families;

b) houses or shopping centers where access to the letterbox is closed;

c) boarding houses;

d) hotels;

e) sanatoria;

f) hospitals and industrial parks;

g) old people's homes and care homes;

h) districts or streets with houses where everyone can dispose freely of printed matter;

i) if it turns out that a resident is the complainant and the main occupant did receive the printed matter;

j) where biting or stray animals are kept in the grounds or elsewhere, or where garden gates are locked or where it is otherwise problematic and/or dangerous for a deliverer to go there, for whatever reason;

k) delays in the distribution due to force majeure within the meaning of Article 13 (I. General), including extremely bad weather conditions;

l) addresses registered on InMijnBus.nl as addresses that do not want to receive printed matter.

26.4 If the accuracy of a complaint has to be established, this can only be done on the basis of the method for investigating complaints used by Spotta.

27 Quality control

27.1 Spotta makes efforts to ensure the best possible distribution of the printed matter. The quality of distribution is checked by Spotta using a proprietary quality control system. All complaints on the distribution are stored in this system.

27.2 Despite the fact that Spotta does not give any guarantees with regard to the quality of distribution of the printed matter, Spotta appreciates it if complaints about the distribution are reported to Spotta. Such complaints shall be reported to Spotta in writing, within the period referred to in Article 14 and with due observance of the other provisions of the relevant articles. A complaint about the distribution will always be registered by Spotta in its quality control system.