



General Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In these General Terms unless the context otherwise requires:

Agreement means the Statement of Work (SOW) between Client and Oppizi regarding the provision of Campaign Services and/or Distribution Services and/or other services by Oppizi to Client and/or sales of Products by Oppizi to Client.

Base Intellectual Property means all Intellectual Property owned, created, or used by the Client, which is provided to Oppizi during the course of the Agreement.

Business Day means a day on which banks are open for retail banking business in the Netherlands other than a Saturday or Sunday.

Campaign means the Campaign Services as set out in a Statement of Work, to be performed by Oppizi in conjunction with Distribution Services.

Campaign Services means the offline Client acquisition campaign service provided by Oppizi to a Client as further specified in the SOW.

Commencement Date means the date (month, week, or exact day) determined as such in the SOW

Confidential Information means in the case of each party, all of that party's information which would reasonably be regarded as confidential, disclosed or made available to the other party before or after the Commencement Date, including information relating to its business, Clients, suppliers, products, databases, services, strategies, or plans, but excluding information which:

- (a) the other party can prove it possessed before the relevant information was disclosed or made available to it by or on behalf of the disclosing party;
- (b) is lawfully acquired prior to the date of disclosure under this Agreement by the other party from a third person without restrictions as to its use or disclosure; or
- (c) is in or becomes part of the public domain other than as a result of the breach by the other party of the Agreement.

Contract Material means all materials and deliverables provided by Oppizi to the Client or created or developed by Oppizi in the course of providing the Services, whether before or after the date of the Agreement. Contract Material shall exclude any deliverables arising out of the Services and any material that includes Base Intellectual Property.

CPI means the Consumer Price Index (all items) published by the German Federal Statistical Office (*Statistisches Bundesamt*) and, if that index ceases to be published, an alternative consumer price index nominated by Oppizi.

Client means the company, person, or other entity named as the Client in the Statement of Work.

DCC means Dutch Civil Code (*Burgerlijk Wetboek*)

Distribution Provider the person or company responsible for distributing the actual distribution of the physical marketing material, be it an Oppizi employee, a contractor or any other external third party like a national post.

Distribution Services means the actual distribution of the physical marketing material as further specified in the SOW.

Fees mean the fees payable by the Client to Oppizi for the provision of the Services as specified in the Statement of Work and include any expenses or disbursements payable by the Client as required by the Statement of Work.

Force Majeure means a circumstance beyond the reasonable control of a party that results in the party being unable to observe or perform on time an obligation under the Agreement.

General Terms means these General Terms and Conditions of Oppizi.

Group Company means in relation to either party, any affiliated enterprise as defined in article 2::24b DCC.

Insolvency Event means:

- (a) a party enters into any arrangement between itself and its creditors;
- (b) a party ceases to be able to pay its debts as they become due;

- (c) a party ceases to carry on business;
- (d) a mortgagee enters into possession or disposes of the whole or any part of the party's assets or business;
- (e) an order is made (and not set aside within 28 days) or a resolution passed for the winding-up or dissolution of a party; or
- (f) a receiver, a receiver, and manager, a trustee in bankruptcy, an administrator, a liquidator, a provisional liquidator or other like the person for the party's applicable place of incorporation is appointed over the whole or any part of the party's assets or business.

Intellectual Property Rights means all statutory and other proprietary rights (including rights to require information be kept confidential) in respect of know-how, trade secrets, copyright, trademarks, designs, patents, and all other rights as defined by Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967

Invoice has the meaning given to it in clause 7.2(a).

Material includes property, information, and the subject matter of any category of intellectual property.

Material Contractual Obligations means obligations the breach of which endangers the purpose of the Agreement and the fulfilment of which the Client may reasonably rely on.

Milestone Dates means, in respect of a specific task that is to be performed by Oppizi as part of the Services, the target date for the performance of the relevant task.

Mission means an occurrence of Distribution Services to be provided to the Client by a Distribution Provider.

Moral Right means each and every 'moral right' (*Persoonlijkheidsrechten*) as defined in the Dutch Copyright Act (*Auteurswet*).

Oppizi means Oppizi Nederland B.V., a private company with limited liability incorporated under the laws of The Netherlands, having its registered seat at Amsterdam and its office at Schiedamse Vest 154, 3011 BH Rotterdam, registered in the Chamber of Commerce under number 86919687.

Oppizi Material means all Material created by Oppizi prior to the commencement of the Agreement.

Price means the price payable by the Client to Oppizi for the provision of the Products and/or Services as specified in the Statement of Work and also includes any expenses payable by the Client as required by the Statement of Work.

Products means any goods Oppizi provides to the Client, whether as set out in a Statement of Work or otherwise.

Project Plan means the document (developed by Oppizi where required by the Statement of Work) which specifies the services, materials and personnel to be contributed by each party and the responsibilities of each party relating to the Services to be provided under the Agreement. A Project Plan will only be developed where required by the Statement of Work.

Statement of Work/SOW means the written Statement of Work, including a quotation, the scope of works, or an estimate, which has been provided to the Client, which describes the Products and/or Services to be supplied by Oppizi to the Client under the Agreement.

Service means any services which the Statement of Work requires Oppizi to provide to the Client or, in the absence of a Statement of Work, which Oppizi provides to the Client, and includes Campaign Services and the Distribution Services. Oppizi undertakes an obligation of means but not an obligation of results with regards to the Service.

Taxes means all taxes, charges, duties and similar imposed by a government or statutory body relating to the supply or use of goods or services or otherwise arising out of the Agreement including sales tax, goods, and services tax, value added tax, fringe benefits tax, undistributed profits tax, financial institutions duty, stamp duties and any interest or penalty imposed in connection with any of the preceding items but does not include income or capital gains tax.

Third-Party Material means Material owned by a third party that is included, embodied in, or attached to the Contract Material.

VAT means Value Added Tax (BTW in Dutch) as governed by the De Nederlandse Wet op de omzetbelasting

1.2. Interpretation

In the Agreement and the General Terms:

- (a) The singular includes the plural and vice versa.
- (b) "Including" and similar expressions are not words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have corresponding meanings.

- (d) If something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day.
- (e) Headings are for ease of reference and do not affect the construction of the Agreement.
- (f) Money amounts are stated in Euro unless otherwise specified.
- (g) The words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication including electronic communication using DOCUSIGN or XERO or equivalent capable of being read by the recipient.

1.3. Interpretation – order of precedence

The Agreement is comprised of the following documents which apply in the following order of precedence:

- (a) a Statement of Work;
- (b) a Project Plan (if applicable); and
- (c) the Standard Terms and Condition

with the result that any inconsistency between these documents will be resolved in favor of the earlier listed document.

2. COMMENCEMENT DATE

2.1. Client's acceptance of Statement of Work

The Commencement Date is the earliest of: (i) the date noted in the SOW, (ii) the Client signing a Statement of Work, or (iii) otherwise notifying Oppizi of its acceptance of the Statement of Work, or (iv) Oppizi starts the work mentioned in the SOW.

3. TERM

The Agreement commences on the Commencement Date and will continue until the earlier of:

- (a) the parties have completed the performance of their obligations under the Agreement; or
- (b) the Agreement is terminated in accordance with clause 14.

4. PROJECT PLAN

- (a) If the Statement of Work requires the development of a Project Plan, the parties must develop and agree to the Project Plan before Oppizi provides any of the applicable Products and/or Services.
- (b) The Client and Oppizi will consult with each other and use reasonable efforts to develop the Project Plan.
- (c) The Client will pay Oppizi for the development of the Project Plan in accordance with the Statement of Work, unless otherwise agreed in writing.
- (d) The Project Plan will describe:

- (i) the obligations of each party and the resources and facilities which will be provided by each party as required for the supply of the Products and/or the performance of the Services;
 - (ii) if applicable, the Milestone Dates applicable to the supply of the Products and/or the performance of the Services; and
 - (iii) any other details required by the Statement of Work.
- (e) Once the Project Plan has been developed and agreed the parties must comply with the Project Plan, unless varied in writing.

5. SERVICES – GENERAL OBLIGATIONS

5.1. Provision of Services

- (a) Oppizi will provide the Client with all other services and deliver the Products as set out in the Statement of Work in accordance with the terms of the Agreement.

5.2. Appointment

- (a) Nothing in the Agreement requires Oppizi to provide any Services to the Client at any time when:
- (i) the Client has not paid for Products and/or Services previously provided by Oppizi for which payment is then due; or
 - (ii) the Client has breached the Agreement and that breach has not been duly remedied.

5.3. Personnel and facilities

- (a) The Client will provide sufficient, qualified personnel capable of performing all of its duties and obligations under the Statement of Work and Project Plan (as applicable) and the Agreement and will provide reasonable and necessary access to its relevant personnel.
- (b) The Client will provide Oppizi with access to the information, equipment and facilities that Oppizi reasonably requires to perform the Services.

6. INTELLECTUAL PROPERTY

- (a) The Client grants Oppizi a royalty-free and worldwide license (with the right to sub-license the same) to use or allow the use of Base Intellectual Property solely for the purpose of fulfilling Oppizi's obligations under a particular Statement of Work and only for the term of such Statement of Work.
- (b) Unless expressly specified otherwise in the Statement of Work, Oppizi will own all Intellectual Property Rights and related rights in all Contract Material.
- (c) The Client assigns to Oppizi any (intellectual property) rights the Client has to the Contract Material.
- (d) Oppizi grants to the Client (subject to payment of all amounts payable under the Agreement) a royalty-free, non-transferable, perpetual license to use the material and the deliverables for the purposes of the project or business activity to which the Products and/or Services relate.
- (e) To the extent any personnel of the Client has any moral rights in respect of any Contract Material, the Client must procure that such personnel gives a moral rights consent to Oppizi, and its successors and nominees, doing or omitting to do anything which, but for that moral rights consent would constitute a breach of that person's moral rights.
- (f) If Oppizi is required to use the trademarks of the Client, the Client hereby consents to the use of the Client's logo for Oppizi's marketing collateral including but not limited to website, social media, corporate profile, and printed materials. Oppizi will ensure that such use is in accordance with the Client's instructions.
- (g) Oppizi shall retain all masters, drafts, rushes and other preparatory material and the Client will not be entitled to such originals. The Client may request duplicates of these materials at additional cost.
- (h) The Client appoints Oppizi as an agent to procure any use of any third-party intellectual property required for the performance of the Agreement

7. PRICE AND FEES

7.1. Price

- (a) The Client must pay Oppizi the Price and/or Fees in respect of the Services in accordance with the Agreement and the Statement of Work. Prices and/or Fees and expenses are due and payable upon receipt by the Client of a valid invoice from Oppizi.
- (b) The Price and/or Fees are exclusive of amounts in respect of value added tax (VAT). The Client shall, immediately upon receipt of a valid VAT invoice from Oppizi, pay to Oppizi any additional amounts in respect of VAT as are chargeable in respect of the Services.

7.2. Invoice and payment terms

- (a) Subject to the Statement of Work, Oppizi will invoice the Client for the Price in advance and will provide the Client with a valid tax invoice (**Invoice**).
- (b) The Client must pay Oppizi the amount invoiced immediately upon receipt of the Invoice, unless provided otherwise in a Statement of Work or otherwise in writing.

7.3. Value Added Tax (VAT)

Unless expressly stated otherwise in the Agreement, all amounts payable are exclusive of VAT. If VAT is payable on any supply made under the Agreement by Oppizi, for which the consideration is not expressly stated to include VAT, the Client agrees to pay Oppizi an additional amount equal to the VAT at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided. The Client agrees to provide information that Oppizi may reasonably request in order for Oppizi to be able to comply with its tax reporting obligations including, but not limited to, the Client's VAT registration number. All payments are non-refundable except as may be expressly provided otherwise herein, or required by Dutch law.

7.4. Out of scope services

Where Oppizi provides the Client with services that are outside the scope of the services to be provided by Oppizi as set out in a Statement of Work, the Client must pay further Price and/or Fees in respect of Oppizi's standard hourly rates for providing that service, which standard hourly rates may be as amended by Oppizi from time to time, or which may otherwise be set out in a Statement of Work.

7.5. Disputed invoices

If the Client wishes to dispute an Invoice it must:

- (a) pay Oppizi all parts of the Invoice which are not the subject of a bona fide dispute; and
- (b) give Oppizi notice of the dispute and the reasons why the Client disputes the relevant part of the Invoice, before the due date for payment of the Invoice.

If the Client does not dispute the Invoice in the manner specified in this clause 7.5 the Client loses all its rights to dispute that Invoice and must pay that invoice immediately upon demand

7.6. Default in payment

If the Client fails to pay any amount payable under the Agreement by the due date then, except where the amount has been validly disputed pursuant to clause 7.5, Oppizi may (without prejudice to any other remedies to which it is entitled):

- (a) charge the Client interest on the amount due and not paid at the statutory commercial interest rate (art. 6:119a sub 1 DCC), without prejudice to the right to claim further damages for default; and/or
- (b) suspend performance of Oppizi's obligations under the Agreement or withdraw from the Agreement (in part or in full) in accordance with the statutory provisions.

7.7. Other rights and obligations not affected

The exercise by Oppizi of any of Oppizi's rights under clause 7.5 does not affect:

- (a) the Client's obligations; or
- (b) any other rights or remedies Oppizi may have in relation to the default by the Client, under the Agreement or any other agreement between Oppizi and the Client.

7.8. Variation

- (a) The Price and Fees are subject to variation as set out in this clause 7.8.
- (b) If the Services are provided during a period greater than 12 months, the Price in the Statement of Work may be subject to annual adjustment on the first anniversary of the Commencement Date, and on each anniversary of the Commencement Date after that, by Oppizi giving the Client written notice. Any increase in the Price will be calculated in accordance with the greater of: The change in the CPI between the relevant anniversary date and the date on which the Price were last set or varied; or 5%.
- (c) No other variation of the Agreement shall be effective unless it is in writing and signed (including electronically via DOCUSIGN or an equivalent provider) by the parties (or their authorized representatives).

7.10. Expenses

The Client must pay Oppizi or reimburse Oppizi for any expenses which the Client is required to pay or incur under the Statement of Work or otherwise under the Agreement in order to provide the Products and/or Services, provided such expenses are agreed in advance, such an agreement not to be unreasonably withheld or delayed by the Client.

8. CONFIDENTIAL INFORMATION

8.1. Acknowledgement of confidentiality

Each party (**Recipient**) acknowledges that:

- (a) all the Confidential Information of the other party (**Discloser**) is secret and confidential to the Discloser; and
- (b) any unauthorised use, reproduction or disclosure of the Confidential Information may cause loss, damage or expense to the Discloser.

8.2. Obligation of confidentiality

The Recipient must (except as may be required by law or with the Discloser's prior written consent):

- (a) maintain the secrecy and confidentiality of the Confidential Information;
- (b) not divulge or disclose any of the Discloser's Confidential Information to any other person, firm, corporation or entity;
- (c) only use the Discloser's Confidential Information where it is necessary to do so to enable the supply or use of the Products and/or Services;
- (d) refrain from copying any of the Discloser's Confidential Information, or attempting to do the same, except where necessary to do so to enable the supply or use of the Products and/or Services; and
- (e) immediately notify the Discloser of any actual or suspected unauthorized use, reproduction or disclosure of the Discloser's Confidential Information.

8.3. Disclosure required by law

If the Recipient is required by law to disclose the Discloser's Confidential Information:

- (a) the Recipient will promptly give the Discloser written notice specifying the legal requirement and the Confidential Information to be disclosed; and
- (b) the Recipient will use best endeavors to arrange for disclosure of the relevant Confidential Information in a manner which safeguards the confidentiality of the information disclosed

9. RESTRICTIVE COVENANTS

(a) During the term of the Agreement and for a period of 12 months after the date on which Oppizi last provided any Services to the Client under the Agreement, the Client will not:

- (i) directly or indirectly solicit or seek to entice away from Oppizi any person who is or was a director, employee or consultant of Oppizi whether or not such person would commit any breach of the Agreement by reason of so leaving the service of Oppizi or otherwise; or
- (ii) directly or indirectly employ or engage or induce, or seek to induce to leave the service of Oppizi or any person who is or was a director whether or not such person would commit any breach of their Agreement by reason of so leaving the service of Oppizi or otherwise.

- (b) The Client agrees that if it breaches clauses 9(a)(i) or (ii) of the General Terms, Client is in default and immediately incurs, without any further action or formality being required, and without the breach having to be attributable to Client, for each such breach an immediately due and payable penalty in an amount equal to 30% of the annual salary or annualised contracted amount (if a contractor) at the time of departing Oppizi of such person referred to in those clauses, without Oppizi having to prove any loss or damage, and without prejudice to any contractual or legal rights of Oppizi including the right of Oppizi to claim full compensation of damages and/or the right of Oppizi to claim performance of the obligation. The statutory (commercial) interest rate starts to accrue as soon as the penalty is due and payable. The Client acknowledges that there might be a possible disproportion between the penalty and the damages and agrees that this is reasonable. For the avoidance of doubt, nothing in this clause will prevent the Client from engaging someone who responds to a job advert that was not specifically targeted at those individuals covered in clause 9(a)(i) or (ii) above.
- (c) The Client shall not: Decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code or underlying technology, methodologies, or algorithms of the Services and shall not copy or otherwise permit the manufacture of the Intellectual Property, except to the extent allowed by the laws in which Oppizi presently operates or operates at any time in the future including, but not limited to, Netherlands, Australia, France, Germany, New Zealand, United Kingdom, USA, Canada, Belgium, Italy and Spain.
- (d) At any time after the Termination of the Agreement, the Client will not represent itself as being in any way currently connected with or interested in the business of Oppizi.
- (e) The Client agrees that each of these separate provisions is a fair and reasonable restraint of trade that goes no further than reasonably necessary to protect Oppizi's goodwill and business.
- (f) Each of the restrictions is intended to be separate and severable. If any restriction is held to be unreasonably wide but would be valid if part of the wording were deleted, such restriction will apply with the necessary wording deleted to make it valid.
- (g) The restrictions in this clause 9 apply to each party acting directly or indirectly and on its own behalf or on behalf of, or in conjunction with, any firm, company, or person.

10. PRIVACY AND DATA PROTECTION

- (a) In performing their respective obligations under the Agreement, each party will comply with applicable privacy and data protection laws. In respect of any data to which the Client gives Oppizi access or possession for the purpose of providing the Services, the Client warrants that Oppizi's access or possession (as applicable) for that purpose complies with applicable privacy and data protection laws.
- (b) When accessing or handling the Client's data, Oppizi will comply with the Client's applicable reasonable policies that have been disclosed to Oppizi in writing.

11. IMPLIED TERMS

11.1. Exclusion of implied terms

Any representation, warranty, condition, guarantee, or undertaking that would be implied in the Agreement by legislation, common law, equity, trade, custom, or usage is excluded to the maximum extent permitted by law.

11.2. Non-excludable rights implied by statute

Nothing in the Agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred on the Client by relevant and applicable laws in the Netherlands in force from time to time that cannot be excluded, restricted or modified by Agreement.

12. COMPLAINTS

12.1 Each Service shall be deemed to have been correctly and fully completed and accepted by the Client if the Client has not complained to Oppizi in writing, giving reasons, within 15 days of its (partial) completion.

12.2 In the absence of a timely complaint as referred to in article 12.1, the Client shall no longer be execution of the Services.

12.3 If Oppizi considers complaints to be well-founded, it shall at all times be entitled to adjust the Fee/Price charged, rectify or re-perform the Service free of charge, or not (or no longer) execute the Agreement in whole or in part against a proportionate refund of the Fee/Price already paid by the Client.

12.4 The submission of a complaint does not entitle the Client to refuse payment of an (advance) Invoice or to suspend its obligations under the Agreement.

13. LIMITATION OF LIABILITY

- (a) Client is responsible for the content of the Contract Material. Oppizi is not responsible and therefore never liable for the content and consequences of the use of Contract Material.
- (b) Oppizi shall not be liable for any damage arising from the fact that the Client has provided inaccurate, incomplete or unreliable information or data to Oppizi.
- (c) Oppizi is not liable for the consequences of the Client following or not following any advice given to it by Provison.
- (d) Oppizi shall not be liable for damage as a result of any shortcoming, whether or not attributable, and/or of any wrongful act towards the Client, unless the damage is caused by intent or deliberate recklessness on the part of Provison's management or managerial subordinates.
- (e) In no event shall Provison be liable for corporate, consequential and indirect damages of the Client.
- (f) Notwithstanding the provisions in the preceding paragraphs, Oppizi's liability shall in any case be limited to a maximum of the amount of the total Fee and Price paid by the Client for the Agreement from which the liability arises over the last three full calendar months preceding the event causing liability .

13. TERMINATION

13.1. Termination by Oppizi

Without limiting the generality of any other provision in the Agreement, Oppizi may suspend or terminate (or suspend then subsequently terminate) its provision of all or any of the Services under any Statement of Work and the Agreement immediately by notice in writing if:

- (a) the Client fails to pay an amount owing under the Agreement within 10 Business Days of a written reminder that it is overdue;
- (b) the Client is in breach of any term of the Agreement not relating to the payment of money and that breach is not remedied within 14 Business Days of notification by Oppizi;
- (c) the Client suffers, experiences or commits an Insolvency Event;
- (d) the Client, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; or
- (e) the Client, being a natural person, dies or becomes incapacitated.

13.2. Termination by Client

- (a) The Client may terminate the Agreement immediately by notice in writing if:
 - (i) Oppizi is in breach of any term of the Agreement and that breach is not remedied within 14 Business Days of notification by Oppizi; or
 - (ii) Oppizi suffers or commits an Insolvency Event.

13.3. Consequences of termination

If a notice of termination is given under clause 13.1 or clause 13.2, all monies payable to Oppizi under the Agreement or which would have become payable but for that termination will, to the extent permitted by law, become immediately due and payable, and:

- (a) each party may repossess any of its property in the possession, custody or control of the other party;
- (b) Oppizi may retain any monies paid in respect of Services already provided by Oppizi at the time of notice of termination or, in its capacity as limited collection agent, in respect of Distribution Services already provided at the time of notice of termination;
- (c) If during the performance of the Agreement the Client had requested additional services not initially agreed at the date when the Agreement was entered into, and Oppizi agreed to perform and performed the said services for a fee or charge then Oppizi may charge for those additional services so performed;
- (d) Oppizi may charge for all costs, disbursements and expenses, incurred in expectation of performing all of the requirements of the Statement of Work including the cost of any Products and/or Services purchased on behalf of or for on-supply to the Client prior to the termination date (except to the extent the Client has already paid the applicable Price for those items);

- (e) each party may require the other party to deliver to it or erase or destroy, or procure the delivery, erasure or destruction (as applicable), all materials containing its Confidential Information and certify its compliance with these obligations; and
- (f) each party may pursue any additional or alternative remedies provided by law.

13.4. Credit note

- (a) If the Client terminates the Agreement or directs that the provision of the services by Oppizi be suspended, any prepaid but unexpended fees shall be retained by Oppizi and it shall provide the Client with a credit note which shall be valid for a period of 12 months from the termination date;
- (b) The credit note may be applied to distribution costs, travel costs, permit costs & bonus costs - Printing costs are non-refundable once digital proofs have been approved by the Client;
- (c) An unused credit note shall expire at the end of the 12 month period.

14. FORCE MAJEURE

- (a) Neither party will be liable for any delay or failure to perform its obligations under a Statement of Work or the Agreement if that delay is due to Force Majeure.
- (b) If a delay or failure of either party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that party's obligations will be suspended.
- (c) If a delay or failure by either party to perform its obligations due to Force Majeure exceeds 60 days, either party may immediately terminate the Agreement by providing notice in writing to the other party, in which event the defaulting party will not be deemed to have breached the Agreement.
- (d) If the Agreement is terminated pursuant to clause 14(c), Oppizi will refund money previously paid by the Client under the Agreement for the Services which were not provided due to Force Majeure.
- (e) For the avoidance of doubt, compliance with a Public Health Order, Government decree or similar rule, regulation or requirement in response to the Covid-19 Pandemic or similar event which results in a delay shall not be a Force Majeure Event giving rise to a right of cancellation under clause 14(c). In the event of such delay, any payment made by the Client shall be held by Oppizi as a credit to the client for all non-executed costs and applied to the Campaign costs. The campaign shall commence as soon as practicable once permitted and credit held shall be applied.

15. DELAY

- (a) This clause 15 (a) and clause 15 (b) below do not apply to the payment terms referred to in Clause 7 or in the Agreement or Statements of Work generally. Without limiting clause 14, neither party will be responsible for any delays (or costs and losses arising from delays) which occur during the course of the Services and which arise from any non-compliance by the other party with this Agreement, an applicable Statement of Work or Project Plan, or by the late supply or provision of instructions and information by the other party, or failure by the other party to provide access to the requisite personnel and/or facilities.
- (b) Each party will be entitled to an extension of time in respect of any schedule, deadline or milestone equal to the duration of any delay caused by Force Majeure or a cause specified in clause 14.

16. SUB-CONTRACTS

- (a) Oppizi may subcontract the performance of all or part of its obligations under the Agreement.
- (b) Oppizi may, without the consent of the Client, engage individuals on a subcontract or consultancy basis, whether or not operating under a corporate structure, to assist in the provision of the Services under the Agreement.

17. ENTIRE AGREEMENT

- (a) The General Terms, Statement of Work and Project Plan (as applicable) constitute the Agreement which is the entire agreement between the parties for the supply of the Products and/or Services and supersedes all prior representations, statements and understandings or undertakings, whether verbal or in writing.
- (b) No modification or alteration of any provision of the Agreement will be valid except those in writing signed by each party as set out in clause 24.

18. ASSIGNMENT

Neither the benefits nor burdens of the Agreement may be assigned, transferred, licensed or sub-licensed by the Client without the prior written consent of Oppizi which shall not be unreasonably withheld or delayed. Either party may assign or novate the benefits or burdens of the Agreement to a Group Company or other entity under its common ownership or the purchaser of all or part of its business.

19. WAIVER

- (a) No right under the Agreement will be deemed to be waived except by notice in writing signed by each party.
- (b) A waiver by either party under clause 19(a) will not prejudice its rights in respect of any subsequent breach of the Agreement by the other party.
- (c) Subject to clause 19(a), any failure by a party to enforce any clause of the Agreement, or any forbearance, delay or indulgence granted by one party to the other, will not be construed as a waiver of that party's rights under the Agreement.

20. RIGHTS

Any express statement of a right of either party under the Agreement is without prejudice to any other right of that party expressly stated in the Agreement or existing at law.

21. SURVIVAL

The covenants, conditions and provisions of the General Terms which are capable of having effect after the expiration of the Term or termination will remain in full force and effect following the expiration of the Term or termination, which in any case applies to articles 11, 12 and 13.

22. GOVERNING LAW AND FORUM

The laws of the Netherlands shall apply to the agreement and all related legal relations between Client and Oppizi.

All disputes in connection with the Agreement and/or all legal relationships entered into in execution of or in connection with the Agreement shall be submitted exclusively to the competent court of the district court of Rotterdam.

23. NOTICES

- (a) Notices under the Agreement may be delivered by hand, by mail or by e-mail to the addresses specified in the Statement of Work.
- (b) Notices will be deemed given:
 - (i) in the case of hand delivery, upon delivery;
 - (ii) in the case of post, 3 days after posting;
 - (iii) in the case of e-mail, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 23(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt..
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24. VARIATION

- (a) Oppizi reserves the right to unilaterally amend the General Terms, however they can only apply to the next Agreement signed by the parties.
- (b) If either party (the **'Proposing Party'**) wishes to vary the Agreement:
 - (i) the Proposing Party will submit a copy of the proposed variations to the other Party (the **'Receiving Party'**), specifying a reasonable period in which the Receiving Party is to provide written notice of acceptance or rejection of the proposal;
 - (ii) if the Receiving Party accepts the variations, the Agreement will be deemed to be so amended from the date of acceptance; and
 - (iii) if the Receiving Party rejects the proposed variations, each party will perform the Agreement in accordance with the unvaried terms.

25. GENERAL

25.1. Severability

Any provision of the Agreement which is invalid in any applicable jurisdiction must, in relation to that jurisdiction:

- (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) be severed from the Agreement in any other case,

without invalidating or affecting the remaining provisions of the Agreement or the validity of that provision in any other jurisdiction.

25.2. Further assurances

A party, at its own cost and within a reasonable time of being requested by another party to do so, must do all things and execute all documents which are reasonably necessary to give full effect to the Agreement.

25.3. Counterparts

If the Agreement consists of a number of counterparts, each is an original and all of the counterparts together constitute the same document.