



The Micro Marketing Agency

ALGEMENE VOORWAARDEN

01-01-2026

DEFINITIONS:

a. Win Win

The WinWin Agency, operated by SkyBox B.V., incorporated under Dutch law and registered with the Dutch Chamber of Commerce (Kamer van Koophandel) under number 86015958, having its registered office at Cruquiusweg 89A, 1019 AG Amsterdam, the Netherlands (hereinafter: "Win Win").

b. Client

Any natural person or legal entity that commissions Win Win to provide services and/or deliverables.

c. Campaign Participant

Any third party involved in the delivery of the Services, including but not limited to tastemakers, creators, venues, event organisers, suppliers, logistics partners and other parties engaged by Win Win.

d. Win / Activation

A curated product placement and/or real-life activation at a moment that matters, delivered through the micro-market (a "Win").

e. Parties

Win Win and Client jointly.

ARTICLE 1: APPLICABILITY

1.1 These general terms and conditions apply to all offers, quotations, agreements, statements of work, orders and arrangements made between Client and Win Win relating to the Services and/or Wins to be delivered by Win Win.

1.2 These general terms and conditions do not replace mandatory statutory provisions.

1.3 The latest version of these general terms and conditions is available upon request. Win Win may only deviate from these general terms and conditions if explicitly agreed with Client. Deviations must be agreed in writing and validly signed by Parties.

1.4 These general terms and conditions also apply to all employees of Win Win and any third parties engaged by Win Win.

ARTICLE 2: ENGAGEMENT & ONBOARDING

2.1 A contract between Win Win and Client is formed when (i) Client accepts a quotation/statement of work in writing, or (ii) Win Win confirms an order/engagement in writing, whichever occurs first.

2.2 Client shall provide all information, materials, product details, claims, brand guidelines and instructions required for the execution of the agreement fully, timely and accurately. Client must provide any information that Win Win indicates is necessary, or that Client reasonably should understand may be necessary, for proper performance of the agreement.

2.3 Win Win is not liable for any damage of whatever nature caused by incorrect and/or incomplete information provided by Client.

ARTICLE 3: PRODUCTS AND SERVICES PACKAGE

3.1 Specific information about, and conditions for, Win Win's services and deliverables (including the number of Wins, timing, channels, reporting, content usage rights, logistics scope and any paid amplification) are set out in the applicable quotation/statement of work and/or written confirmation.

3.2 Win Win shall use reasonable efforts to safeguard, maintain and, where necessary, improve the quality of its services.

3.3 Client shall, upon request, provide information and cooperation that Win Win reasonably needs to perform the agreement, including timely approvals where applicable.



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3.4 Product handling and logistics (if applicable):

- a. Client remains responsible for ensuring products are safe, compliant and lawfully marketable, including product labelling, ingredients/material compliance, claims substantiation and any required warnings.
- b. Unless agreed otherwise in writing, Client bears the cost of shipping products to the location specified by Win Win.
- c. Win Win may engage third-party logistics/suppliers for storage, fulfilment and distribution. If so, these parties qualify as Campaign Participants.

3.5 Win Win may (where reasonably required) replace a Campaign Participant, moment, venue or timing due to availability, brand safety, compliance, operational constraints or force majeure, while aiming to preserve the intended value of the Win.

ARTICLE 4: FEES AND PAYMENT

- 4.1 Client shall pay the fees as agreed in the quotation/statement of work (e.g., monthly fee, service fee, per-Win fee, logistics costs, production costs, paid amplification costs and/or other agreed charges).
- 4.2 All prices are exclusive of VAT and other government levies, unless explicitly stated otherwise.
- 4.3 Invoices must be paid within [●] days of the invoice date, unless agreed otherwise in writing.
- 4.4 If Client fails to pay on time, Client is in default without further notice. Win Win is entitled to suspend performance and/or delivery until full payment is received, without prejudice to Win Win's other rights.
- 4.5 Reasonable extrajudicial collection costs and statutory (commercial) interest may be charged in case of late payment, insofar as permitted by law.

ARTICLE 5: NOTIFICATION OF CHANGES

- 5.1 Client must communicate changes in company details, address, billing details or contact information to Win Win as soon as possible, in writing, by phone or by email.
- 5.2 Win Win requires up-to-date Client information to provide correct information and services in a timely manner.
- 5.3 The agreement may not be assigned or transferred to a third party without Win Win's prior written consent.

ARTICLE 6: TERMINATION OF AGREEMENT

- 6.1 An agreement ends:
 - a. by operation of law at the end of the agreed term (e.g., 3 months / 6 months / 12 months), unless Parties agree otherwise in writing;
 - d. by termination in accordance with this Article.

6.2 Either Party may terminate the agreement in writing if the other Party materially breaches the agreement and fails to remedy such breach within a reasonable cure period after written notice.

6.3 Win Win may terminate the agreement with immediate effect if:

- a. Client is in payment default;
- b. Client requests or enables unlawful, misleading or non-compliant product claims/activities;
- c. Client's conduct or instructions create material brand safety, legal or reputational risk.



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6.4 Upon termination:

- a. all outstanding invoices become immediately due and payable;
- b. any completed or in-progress Wins up to the termination date remain payable (pro rata where applicable), unless mandatory law dictates otherwise.

ARTICLE 7: LIABILITY – GENERAL TERMS AND CONDITIONS

7.1 In the event Win Win is liable towards Client, Win Win's liability, insofar as covered by any liability insurance taken out by Win Win, is limited to the actual payout by the insurer under the relevant insurance policy.

7.2 Win Win is never liable for the acts or omissions of Campaign Participants (including but not limited to tastemakers, creators, venues, organisers, suppliers or logistics partners).

7.3 Client indemnifies and holds harmless Win Win against any liability for damage and/or third-party claims arising directly or indirectly in connection with:

- a. the product (including defects, recalls, safety issues, unlawful ingredients/materials, and/or non-compliant labelling);
- b. Client-provided claims, instructions, brand assets or materials (including intellectual property infringement);
- c. the execution of activities following Client's instructions.

7.4 Win Win is not liable for indirect damages, including but not limited to consequential loss, lost profit, lost savings, loss of goodwill or business interruption, unless mandatory law dictates otherwise.

ARTICLE 8: FORCE MAJEURE

8.1 Win Win may provide the requested products or services (or have them provided) insofar as there is no force majeure. Force majeure includes, among other things: venue cancellations, event cancellations, supply chain disruption, strikes, governmental measures, platform outages, and other circumstances beyond Win Win's reasonable control.

8.2 If force majeure continues for more than [●] days, either Party may terminate the agreement in writing, without liability for damages, subject to payment for work already performed.

ARTICLE 9: PRIVACY AND CONFIDENTIALITY

9.1 In performing the agreement, Win Win processes personal data in accordance with applicable data protection law, including the GDPR.

9.2 Win Win, its employees and any third parties engaged by Win Win are bound to confidentiality regarding all matters concerning Client and/or Campaign Participants that become known to them through their role, and which they know or reasonably should suspect are confidential.

9.3 Where required for execution, Win Win may share necessary (personal) data with Campaign Participants and suppliers. Such data may only be used for performing the requested service/delivery.

ARTICLE 10: INTELLECTUAL PROPERTY

10.1 All intellectual property rights, including but not limited to patent, design, model, trademark, database and copyright, or other rights that Win Win obtains, acquires, creates or develops in the context of the engagement (including, but not limited to, concepts, documentation, formats, reporting and deliverables) vest in Win Win, unless agreed otherwise in writing.



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10.2 Client is not permitted to infringe Win Win's intellectual property rights in any way. Any usage rights (including content usage, whitelisting, paid media usage, duration and territory) must be agreed explicitly in writing.

10.3 Client is not permitted to publicly use Win Win's names, logos or other brand assets without prior written consent from Win Win. Any form of publicity requires prior written approval for each specific expression. Win Win reserves the right to refuse such use for any reason.

ARTICLE 11: ADDITIONAL PROVISIONS

11.1 Win Win is at all times authorised to amend these general terms and conditions (interim) or to set additional terms and conditions. Client will be informed as soon as reasonably possible.

11.2 In all cases not covered by these general terms and conditions, Win Win will decide reasonably, taking into account the spirit of the agreement.

11.3 If any part of these terms is invalid, void or non-binding, this does not affect the applicability of the remaining provisions.

11.4 If there is ambiguity about the interpretation of one or more provisions, interpretation shall take place "in the spirit" of the provision.

11.5 If a situation arises between Parties that is not regulated in these general terms and conditions, that situation shall be assessed "in the spirit" of these general terms and conditions.

ARTICLE 12: APPLICABLE LAW AND COMPETENT COURT

These general terms and conditions are governed by Dutch law.

12.1 All disputes arising from the agreement shall be submitted exclusively to the competent court of the District Court of Amsterdam, unless mandatory law prescribes otherwise.