

General Terms and Conditions EUSA PR

CHAPTER I - GENERAL PROVISIONS

Article 1. Definitions

- **EUSA PR:** the company as defined in Article 2 of these General Terms and Conditions;
- **Counterparty:** the legal entity or natural person with whom EUSA PR concludes an Agreement, who enters into negotiations with EUSA PR about such, or who in any other way makes use of (the Services of) EUSA PR;
- **Party / Parties:** EUSA PR and the Counterparty jointly or each as an individual contracting party;
- **Services:** all services provided by EUSA PR to the Counterparty, including but not limited to, performing **national and international** PR activities, media procurement, and content marketing;
- **Agreement:** any agreement between EUSA PR and the Counterparty for the provision of Services;
- **Third Party / Third Parties:** other natural persons or legal entities that are not part of this Agreement;
- **In Writing:** communication via the Website, WhatsApp, e-mail, or in writing;
- **Website:** the website of EUSA PR;
- **Consumer:** the natural person not acting in the course of their profession or business.

Article 2. Identity of EUSA PR

- Company name: **Fryslan Holding Boppe B.V. / EUSA PR**
- Street and number: **Keizersgracht 203**
- Postal code and city: **1016 DS in Amsterdam**
- Chamber of Commerce (KvK) number: **90666747**
- E-mail address: **info@eusapr.com**

Article 3. General Provisions

1. These General Terms and Conditions apply to every offer and all (legal) acts of EUSA PR and to every Agreement concluded between EUSA PR and the Counterparty.
2. If the Agreement is concluded electronically, contrary to the previous paragraph and before the Agreement is concluded, the text of these General Terms and Conditions may be made available to the Counterparty electronically in such a way that it can be easily stored by the Counterparty on a durable medium. If this is not reasonably possible, it will be indicated before the Agreement is concluded where the General Terms and Conditions can be consulted electronically and that they will be sent free of charge at the Counterparty's request, either electronically or otherwise.
3. EUSA PR cannot guarantee that the work it performs will always achieve the result desired by the Counterparty. The accepted assignment therefore leads to a **best-efforts obligation** and not an obligation to achieve a specific result, unless otherwise agreed In Writing.

4. Unless otherwise agreed In Writing, the applicability of other (general) terms and conditions is excluded.
5. Deviations from or additions to these General Terms and Conditions are only valid if expressly agreed between Parties In Writing.
6. If EUSA PR does not always demand strict compliance with these terms, this does not mean that the provisions thereof do not apply, or that EUSA PR would in any way lose the right to demand strict compliance with the provisions of these terms in other cases.
7. If and insofar as any provision of these General Terms and Conditions cannot be invoked on the grounds of reasonableness and fairness or its unreasonably onerous nature, the provision in question shall in any case be given a meaning corresponding as closely as possible to its content and scope, so that it can be invoked.
8. Agreed delivery periods are always indicative periods. The periods for delivery are expressly not **strict deadlines** (fatale termijnen). Exceeding a period expressly does not entitle the Counterparty to compensation.
9. EUSA PR is entitled to engage Third Parties for the execution of the Agreement.
10. The applicability of Article 7:404 and/or 7:407(2) of the Dutch Civil Code is excluded.
11. These General Terms and Conditions also apply to (parts of) the Services that EUSA PR has fully or partially outsourced to Third Parties and/or for which it (partially) hires a Third Party for support.

Article 4. The Offer

1. If an offer has a limited validity period or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the Services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the Counterparty. Obvious mistakes or obvious errors regarding, for example, displayed amounts do not bind EUSA PR.

Article 5. The Agreement

1. The Agreement is concluded at the moment the Counterparty accepts the offer and (if applicable) meets the conditions set thereby.
2. If a provision of these General Terms and Conditions or the Agreement proves to be void or is annulled, this does not affect the validity of the entire General Terms and Conditions or Agreement. Parties will enter into consultation to agree on a new provision to replace the void or annulled provision, observing the purpose and scope of the void or annulled provision as much as possible.
3. EUSA PR reserves the right not to execute a concluded Agreement, for example, if it has reasonable doubts or information that the Counterparty will not (or cannot) meet its (financial) obligations. If EUSA PR refuses, it will inform the Counterparty In Writing of the refusal within a reasonable period after concluding the Agreement.
4. These General Terms and Conditions also apply to future, additional, and/or follow-up assignments/Agreements.
5. If the Counterparty has accepted the offer electronically, EUSA PR will immediately confirm receipt of the acceptance of the offer electronically.
6. In addition to the other (legal) remedies available to EUSA PR, EUSA PR is entitled at all times, without prior explanation or stating reasons, to (temporarily) limit, suspend, or decommission the Counterparty's activities related to the Services, issue a warning, terminate the Service(s), and refuse to provide a Service to the

Counterparty, particularly but not limited to the situation where the Counterparty acts in violation of these General Terms and Conditions. EUSA PR will not be liable or obliged to pay damages to the Counterparty in any way in such a situation.

Article 6. Dissolution of the Agreement and Notice Periods

1. If the Counterparty fails to fulfill one or more of its obligations, fails to do so on time, or fails to do so properly, is declared bankrupt, applies for (preliminary) **suspension of payments** (surseance van betaling), proceeds to liquidate its business, or if its assets are seized in whole or in part, EUSA PR has the right to suspend the execution of the Agreement or to terminate and/or dissolve the Agreement in whole or in part by operation of law and without prior notice of default by means of a Written declaration, at its discretion and always retaining any right it may have to compensation for costs, damages, and interest.
2. In principle, an Agreement is entered into for a fixed period. Early termination is not possible for Agreements entered into for a fixed period.
3. If an Agreement is entered into for an indefinite period, termination of the Agreement must be done In Writing and with due observance of a notice period of 3 (three) months. However, Parties may deviate from this notice period In Writing in the Agreement applicable between them.

Article 7. Liability

1. EUSA PR is not liable for indirect and direct damage. The liability of EUSA PR for damage resulting from **intent or deliberate recklessness** (opzet of bewuste roekeloosheid) on the part of EUSA PR is not excluded.
2. If EUSA PR can nevertheless be held liable in a specific case, regardless of what is stipulated in this article, the total liability of EUSA PR will be limited to compensation for the damage up to a maximum of the amount of the fee stipulated for that Agreement (excluding VAT).
3. The amount of the compensation will never exceed the amount paid out by EUSA PR's liability insurance.
4. If EUSA PR can still be held liable for direct damage, direct damage is understood to mean: a. reasonable costs that the Counterparty would have to incur to make EUSA PR's performance conform to the Agreement: this replacement damage will not be compensated, however, if the Agreement is dissolved by or at the demand of the Counterparty; b. reasonable costs incurred by the Counterparty for being forced to keep its old system or systems and associated facilities operational for longer because EUSA PR did not deliver on a final delivery date binding on it, less any savings resulting from the delayed delivery; c. reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these General Terms and Conditions; d. reasonable costs incurred to prevent or limit damage, insofar as the Counterparty demonstrates that these costs have led to the limitation of damage within the meaning of these General Terms and Conditions.
5. If the Agreement is a continuing performance agreement (duurovereenkomst) with a term of more than 6 (six) months, the fee stipulated for that Agreement is set at the total of the fees (excluding VAT) for the past 6 (six) months prior to the event causing the damage.
6. The Counterparty **indemnifies** EUSA PR against any claims from Third Parties who suffer damage in connection with the execution of the Agreement.

7. A condition for the existence of any right to compensation is always that the Counterparty reports the damage to EUSA PR In Writing as soon as possible after it arises. Any claim for compensation against EUSA PR lapses by the mere expiry of 12 (twelve) months after the claim arose.
8. EUSA PR is not liable for damage, of whatever nature, because EUSA PR relied on incorrect and/or incomplete data provided by the Counterparty, or if the Counterparty provided this data too late.
9. EUSA PR is not liable for damage caused by auxiliary persons (hulppersonen) as referred to in Article 6:76 of the Dutch Civil Code.

Article 8. Force Majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure by EUSA PR in the performance of any obligation towards the Counterparty cannot be attributed to EUSA PR in the event of a circumstance independent of EUSA PR's will, as a result of which the performance of its obligations towards the Counterparty is wholly or partially prevented or as a result of which the performance of its obligations cannot reasonably be expected from EUSA PR. These circumstances include defaults by suppliers or other Third Parties, (power) failures, computer viruses, cyber-attacks, internet disruptions, (major) cable breaks, extreme weather conditions, fire (hazard), (imminent) threat of war, pandemics, epidemics, quarantines, absenteeism due to illness, disability, strikes, government measures, and the failure of equipment with which the Services must be performed.
2. If a situation as referred to in paragraph 1 of this article occurs as a result of which EUSA PR cannot meet its obligations towards the Counterparty, those obligations will be suspended as long as EUSA PR cannot meet its obligations. If the force majeure situation has lasted for 30 (thirty) calendar days, both Parties have the right to dissolve the Agreement In Writing in whole or in part. In that case, EUSA PR is not obliged to pay any compensation, even if EUSA PR benefits in any way from the force majeure situation.
3. If the Agreement ends on the grounds of force majeure, EUSA PR is entitled to payment for the hours already worked or investments made at the time of the termination of the Agreement.

Article 9. Warranty

1. EUSA PR warrants that the Services comply with the Agreement, the specifications stated in the offer, the reasonable requirements of soundness, and the legal provisions and/or government regulations existing on the date of the conclusion of the Agreement.
2. EUSA PR and the Counterparty may also include additional assignment-specific warranties in the Agreement.
3. The warranty as referred to in this article shall lapse: a. if the Counterparty has processed the delivered item itself or has had it processed by Third Parties; b. if the delivered item has been exposed to abnormal circumstances or is otherwise treated carelessly or used contrary to the instructions of EUSA PR; c. In the event that EUSA PR has delivered a draft version and the Counterparty has approved this draft version. The warranty for visible defects that were already present in the draft version will then lapse.

Article 10. Prices

1. All amounts are in euros and exclusive of sales tax (VAT) and other levies imposed by the government, unless otherwise agreed.
2. If a Third Party is engaged by EUSA PR at the request of the Counterparty or on EUSA PR's own initiative - with the prior Written consent of the Counterparty - EUSA PR will charge a bureau fee of 15% with a maximum of €500.00 (five hundred) per activity for the financial risk they run.
3. EUSA PR reserves the right to apply an inflation correction semi-annually.
4. The agreed amounts are based on cost-determining factors at the time of the offer. EUSA PR reserves the right to pass on changes in cost-determining factors, over which EUSA PR reasonably has no influence, such as increases in excise duties, social security contributions, insurance premiums, or sales tax, that arise 3 (three) months after the conclusion of the Agreement to the Counterparty, up to a maximum of 20% of the original amount.
5. A composite price quotation does not oblige EUSA PR to perform part of the Agreement for a corresponding part of the quoted amount.
6. Discounts and quoted amounts do not automatically apply to future Agreements.

Article 11. Payment and Invoicing

1. Unless otherwise stipulated in the Agreement or additional conditions, EUSA PR's work will be invoiced to the Counterparty monthly, and the amounts owed by the Counterparty must be paid within 14 (fourteen) days of the invoice date.
2. The Counterparty is obliged to immediately report inaccuracies in provided or stated payment details to EUSA PR.
3. If the Counterparty does not meet its payment obligation(s) on time, EUSA PR will point out the late payment and grant the Counterparty a period of 14 (fourteen) days to still meet its payment obligation(s). After failure to pay within this fourteen-day period, the Counterparty is in default. As a result, the Counterparty also owes the statutory (commercial) interest on the amount still due. In addition, EUSA PR is entitled to charge the extrajudicial collection costs incurred by it.
4. The right of suspension and set-off are excluded in the case of a Counterparty acting in the exercise of a profession or business.
5. In the event of (reasonable prospect of) bankruptcy, liquidation, or suspension of payments or debt rescheduling in the context of the WSNP (Natural Persons Debt Rescheduling Act), EUSA PR's claims against the Counterparty and the Counterparty's obligations towards EUSA PR are immediately due and payable.
6. Payments made by the Counterparty always serve to settle - in the first place - all interest and costs due, and in the second place - due and payable invoices that have been outstanding the longest, even if the Counterparty indicates that the payment relates to a later invoice.
7. If the Counterparty wishes to receive a further specification of the invoice, this does not suspend its payment obligation.

Article 12. Complaints

1. The Counterparty can no longer invoke a defect in the performance if it has not protested to EUSA PR about it within 2 (two) months after it discovered the defect or reasonably should have discovered it. In the case of a so-called 'visible defect' upon delivery, a period of 48 (forty-eight) hours applies.
2. The Counterparty must in any case give EUSA PR 4 (four) weeks to resolve the complaint in mutual consultation.

3. If a complaint is not reported to EUSA PR within the periods mentioned in the preceding paragraphs, the Service is deemed to comply with the Agreement and to have been performed in accordance with the Agreement.
4. Complaints do not suspend the Counterparty's payment obligation if it is acting in the course of its profession or business.

Article 13. Additional Work

1. If EUSA PR has performed work or other services that fall outside the content or scope of the Agreement at the request of the Counterparty or at its own request - with the prior Written consent of the Counterparty - this work or these services will be reimbursed by the Counterparty according to EUSA PR's usual rates. The Counterparty is never obliged to comply with such a request and may demand that a separate Written Agreement be concluded for this.
2. The Counterparty accepts that the agreed objectives and expectations may be influenced by work or services as referred to in paragraph 1 of this article.
3. Insofar as a fixed price has been agreed for the service, EUSA PR will always inform the Counterparty in advance and In Writing about the (financial) consequences of the additional work.

Article 14. Intellectual Property

1. All intellectual property rights relating to and/or resulting from the Agreement executed by EUSA PR **shall vest in the Counterparty**, unless Parties have agreed otherwise In Writing, EUSA PR has indicated this In Writing, or this reasonably follows from the nature of the documents.
2. The intellectual property rights with regard to works that are intended to be transferred to the Counterparty will only be transferred at the moment the Counterparty has fully met its payment obligation.
3. If the intellectual property rights relating to certain documents vest in EUSA PR, the Counterparty is not permitted to disclose and/or reproduce the relevant information obtained in any form whatsoever. This includes, among other things, editing, selling, making available, distributing, and integrating into networks - whether or not after processing. In such a case, the Counterparty only obtains the non-exclusive and non-transferable **right of use**. Any other or further right of the Counterparty is excluded.
4. EUSA PR reserves the right to use the knowledge acquired during the execution of the Agreement for other purposes, provided that no confidential information of the Counterparty is provided to Third Parties.
5. EUSA PR has the right to use the name and logo of the Counterparty as a reference or for promotion.
6. The Counterparty indemnifies EUSA PR against claims from Third Parties regarding intellectual property rights.
7. If EUSA PR holds a copyright to a portrait made on behalf of the Counterparty, the Counterparty gives EUSA PR permission to publish the work. This publication is therefore not an infringement of the Counterparty's **portrait right** (portretrecht).
8. The Counterparty indemnifies EUSA PR against any claims from Third Parties regarding intellectual property rights. When EUSA PR or a Third Party designated by it, for example, films or photographs something on behalf of the Counterparty, EUSA PR may assume that the persons present have been informed about the making of this visual material and their portrait rights.

9. In addition, EUSA PR may have to search for stock images or other visual material on behalf of the Counterparty. In that case, EUSA PR does not have to investigate whether an intellectual property right rests on the visual material. EUSA PR will, of course, try to take this into account as much as possible.
10. If the Counterparty acts in violation of the provisions of this article, the Counterparty shall owe an immediately due and payable penalty (boete) amounting to 3 (three) times the amount stipulated for that Agreement, without prejudice to EUSA PR's right to compensation.

Article 15. Confidentiality

1. The Counterparty is obliged to maintain the confidentiality of all confidential information obtained from EUSA PR within the framework of the Agreement. Information is confidential if EUSA PR has communicated this or if this reasonably follows from the nature of the information.
2. This confidentiality obligation does not apply if the party can demonstrate that the information is not confidential, because: a. it was already known to the receiving party at the time it was provided by the disclosing party; or b. it was publicly known at the time it was provided by the disclosing party.
3. Parties will observe at least the same duty of care and safeguards with regard to the confidential information as apply to their own confidential information. EUSA PR is entitled to disclose the confidential information to Third Parties insofar as they strictly need to be aware of it in connection with performing the Agreement. EUSA PR guarantees that these Third Parties will assume the same confidentiality of the confidential information as described in this article.
4. If the Counterparty violates this article, the Counterparty shall, regardless of whether the violation can be attributed to the Counterparty and without prior notice of default or judicial procedure, owe EUSA PR an immediately due and payable penalty of €20,000.00 (twenty thousand euros) for each violation, without there having to be any form of damage and without prejudice to EUSA PR's other rights, including the right to claim compensation in addition to the penalty.

Article 16. Employee Clause

1. During the term of the Agreement, as well as for 1 (one) year after its termination, each party shall only employ employees of the other party who are or have been involved in the execution of the Agreement, or otherwise have them work for it, directly or indirectly, after prior Written consent from the other party.
2. EUSA PR will not withhold the relevant consent in such a case if the Counterparty has offered appropriate compensation. Appropriate compensation is defined as at least a payment of 10 (ten) monthly salaries.

Article 17. Transfer

1. Rights and obligations of the Counterparty under this Agreement cannot be transferred without the prior Written consent of the other party. This provision has effect under property law (goederenrechtelijke werking) as referred to in Article 3:83(2) of the Dutch Civil Code.

Article 18. Multiple Contractors

1. If the Counterparty wishes to award the same or similar work that EUSA PR performs to multiple parties simultaneously, including EUSA PR, the Counterparty must inform all parties of this.
2. If the Counterparty has already awarded the same assignment to another party and, for whatever reason, wishes to have the assignment performed again by EUSA PR, the Counterparty must state which party the assignment was awarded to and why the Counterparty is awarding the assignment again.

Article 19. Applicable Law

1. Agreements between EUSA PR and the Counterparty are **exclusively governed by Dutch law**.
2. Disputes between Parties will be resolved as much as possible through proper consultation. All disputes between the Counterparty and EUSA PR will be settled exclusively by the **competent court in the district in the Netherlands where EUSA PR is established**.

Article 20. Survival

1. The provisions from these General Terms and Conditions and the Agreement that are intended to remain valid after the termination of the Agreement shall remain in full force and effect after the termination of the Agreement.

Article 21. Amendment or Addition

1. EUSA PR is entitled to unilaterally amend or supplement these General Terms and Conditions. In that case, EUSA PR will inform the Counterparty of the amendments or additions in a timely manner.
2. There will be at least 30 (thirty) days between this notification and the entry into force of the amended or supplemented terms.

CHAPTER II - DATA PROCESSING AGREEMENT PROVISIONS

Article 22. Processing of Personal Data

1. Should EUSA PR be regarded as a **Processor** as referred to in Article 4(8) of the **General Data Protection Regulation (GDPR)**, Articles 22 to 26 of these General Terms and Conditions qualify as agreements that must be made in accordance with Article 28(3) of the General Data Protection Regulation (GDPR).
2. EUSA PR will process personal data on behalf of the Counterparty. EUSA PR processes, among other things, the personal data of the Counterparty, such as: full name, (business) addresses, place of residence, telephone number, business and/or personal e-mail addresses, financial data, and/or other (personal) data provided by the Counterparty.
3. The Counterparty guarantees that it is entitled to designate EUSA PR as a processor of the personal data and adheres - just like EUSA PR - to the applicable laws and regulations. EUSA PR is not liable for damage resulting from the Counterparty's non-compliance with obligations under the applicable laws and regulations.

4. EUSA PR processes the data on behalf of the Counterparty, and in doing so is not under the direct authority of the Counterparty.
5. Data as mentioned in the preceding paragraphs shall never become the property of EUSA PR. Data provided by the Counterparty for the above purpose therefore remains the property of the Counterparty.
6. EUSA PR will not process the personal data for longer than the duration of the Agreement, unless the Counterparty has expressly given instructions In Writing to do so or unless otherwise agreed In Writing between the parties.
7. If, in the opinion of the Counterparty, certain personal data should no longer be retained, EUSA PR will, upon the Counterparty's Written request, immediately destroy the relevant personal data specified by the Counterparty and declare In Writing to the Counterparty that it has done so.
8. The Counterparty indemnifies EUSA PR against claims from Third Parties relating to (or arising from) the processing of personal data by EUSA PR and/or caused by a breach of the guarantee by the Counterparty as stated in this article.
9. The Counterparty gives EUSA PR permission to engage Third Parties (sub-processors) if this is necessary for the execution of the Agreement and in compliance with the legal obligations.
10. Upon termination of the Agreement, processing by EUSA PR will stop, and the personal data processed via EUSA PR will be permanently deleted one month after the end date. If (any) data subjects request the return of the personal data from the Counterparty, EUSA PR can offer support. A request for this must be submitted one month before the end date of the Agreement via info@eusapr.com

Article 23. Execution of Processing

1. EUSA PR is only responsible for the processing of personal data that is processed within the framework of the Services offered under the conditions set in these General Terms and Conditions. EUSA PR is expressly not responsible for other processing of personal data.
2. The Counterparty gives EUSA PR permission for the processing of personal data via Third Parties outside the European Union, provided this is necessary and all legal conditions are met.
3. EUSA PR will keep the personal data concerning the Counterparty separate from the personal data it processes for itself or on behalf of Third Parties.
4. EUSA PR will process the personal data properly and carefully and in accordance with the obligations resting on EUSA PR under privacy legislation, including European Regulations and the GDPR.
5. EUSA PR will cooperate reasonably with requests that the Counterparty receives from data subjects.
6. When the Counterparty conducts a DPIA (Data Protection Impact Assessment) and requests cooperation from EUSA PR, EUSA PR will provide this insofar as it can reasonably be expected of it.

Article 24. Security

1. In accordance with Article 32 GDPR, EUSA PR will take all appropriate technical and organizational measures to secure personal data against loss or any form of unlawful processing. These measures will, taking into account the associated costs and the state of the art, be appropriate to the nature of the personal data to be processed.

2. EUSA PR endeavors to prevent, detect, and, where appropriate, take action against security breaches related to personal data as much as possible.
3. If EUSA PR has implemented appropriate technical and organizational measures to secure personal data, and a security breach as referred to in Article 23.1 nevertheless occurs, EUSA PR is not liable for the damage resulting from this security breach. This does not apply if the damage was caused by intent or deliberate recklessness on the part of EUSA PR.

Article 25. Duty to Report

1. In the event of a security leak and/or a **data breach** as referred to in the relevant legislation, EUSA PR will inform the Counterparty about it reasonably as soon as possible, but no later than 48 (forty-eight) hours from the moment of discovery, and provide information to the Counterparty that it needs to also be able to make a report to the **Data Protection Authority** and possibly affected data subjects.
2. The duty to report includes at least reporting the fact that there has been a breach or incident, as well as the (alleged) cause of the breach or incident, the currently known and/or expected consequence, and the (proposed) solution.
3. EUSA PR is not permitted to provide information directly to Data Subjects or other Third Parties about a data breach or other incidents, unless EUSA PR is legally obliged to do so or has obtained permission from the Counterparty.

Article 26. Audit

1. EUSA PR allows the Counterparty to inspect EUSA PR's compliance with the security measures or to have EUSA PR's processing facilities inspected by a designated audit body at the Counterparty's request.
2. The audit as referred to in paragraph 1 of this article will take place a maximum of once per 12 (twelve) months.
3. The Counterparty will pay all costs, fees, and expenses related to the audit, including reasonable internal costs incurred by EUSA PR.
4. The Counterparty will provide EUSA PR with a copy of the audit report.