TERMS & CONDITIONS

GENERAL

1. DEFINITIONS

1.1. The following terms are capitalised in these General Terms and Conditions (these 'Conditions'), both in the singular and in the plural. These terms have the following meanings:

Agreement: The agreement between DGTLbase and Client concerning provision of the Service.
Annex: Appendix to these conditions with specific provisions relating to the Service to be provided.
Client: The natural person or legal entity that has concluded, or is going to conclude, an Agreement with DGTLbase
Conditions: These general terms and conditions of DGTLbase including all applicable Annexes.
DGTLbase: Contracted Party: DGTLbase B.V., acting under the name of DGTLbase and its group companies that have declared these Conditions to be applicable.
IP Rights: All intellectual property rights and associated rights such as copyrights, trade mark rights, patent rights, design rights, trade name rights, database rights and related rights, as well as rights to know-how and performances on a par with these rights.
Parties: DGTLbase and Client.
Personal Data: any information relating to an identified or identifiable natural person ('data subject'); within the meaning of Section 4 (1) of the General Data Protection Regulation (GDPR) 2016/679/EU.
Service: The Services to be provided to the Client by DGTLbase pursuant to the Agreement, including, if applicable, results of these Services.

2. GENERAL

2.1. These Terms and Conditions apply to and form an integral part of all offers and quotations of DGTLbase Agreements and any other legal acts related thereto between DGTLbase and the Client or its legal successor. The specific Annexes also apply as agreed between DGTLbase and Client. If this general part of these Conditions is contrary or incompatible as regards any aspect with the provisions in the Annex agreed between DGTLbase and the Client, the provisions in the Annex(es) concerned will prevail.
2.2. If these Conditions state that an act must be carried out in writing, this is deemed to refer to email as well. Electronic communication between the Parties will be deemed to have been received on the day it was sent, unless proof to the contrary is furnished.
2.3. Any departures from these Conditions are only valid if they have been agreed explicitly in writing by DGTLbase and the Client, and they only apply to the specific Agreement for which they were agreed.
2.4. The Client's generally applied purchase or other conditions do not apply to any legal relationship between the Parties.
2.5. Once these Conditions have been applied to a legal relationship between DGTLBASE and the Client, the Client is deemed to have agreed in advance to the applicability of these Conditions to any Agreements concluded or to be concluded thereafter.
2.6. If and insofar as any provision in these Conditions is declared to be null and void or is annulled, the other provisions in these Conditions will remain in full force. In that case the Parties will consult to determine a new provision to replace the provision that is null and void or that has been annulled, thereby taking the purport of the void or annulled provision into account as far as possible.
2.7. In the event of a conflict between provisions in an Agreement and these Conditions, the provisions in the Agreement will prevail. In the event of a conflict between these Conditions and a specific Annex, the provisions in the specific Annex(es) will prevail.
2.8. DGTLbase is authorised to amend these Conditions. The Client will be informed to that effect in writing.
2.9. The applicability of Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is hereby excluded.

3. QUOTATIONS AND FORMATION OF THE AGREEMENT

3.1. Quotations and other offers by DGTLbase are without obligation and must be regarded as an invitation to enter into an Agreement, unless DGTLbase has explicitly indicated otherwise in writing.
3.2. Offers and quotations lose their validity four (4) weeks after their date, unless otherwise indicated in writing.
3.3. The Client guarantees that the details disclosed by, or on behalf of it, to DGTLbase on which DGTLbase has based its offer, are correct and complete. If those details should prove not to be correct or complete, DGTLbase is entitled to modify the offer.
3.4. Agreement is formed by confirmation from the Client of an valid quotation and/or offer made by DGTLbase .
3.5. Commissions issued by the Client are irrevocable.
3.6. DGTLbase is authorised at all times to terminate negotiations without stating reasons and without being liable for any damage caused as a result, and without being obliged to continue negotiations.

4. UITVOERING VAN DE OVEREENKOMST EN LEVERING

4.1. DGTLbase will perform the Agreement to the best of its knowledge and ability and in accordance with the standards of the profession, such on the basis of the latest scientific and technical knowledge. The obligations of DGTLbase on the basis of the Agreement should be interpreted as a duty to perform. Any arrangements about a Service level will always be agreed in writing in a Service Level Agreement.
4.2. In the Agreement the Parties will determine the delivery term and delivery dates as well as the place and manner in which the Services will be delivered and/or provided. The duration of an assignment depends on various factors and circumstances, such as the quality of the data and information disclosed by the Client and the cooperation of the Client and relevant third parties. The aforementioned delivery terms are therefore not strict deadlines. In the event that a delivery term or other term is exceeded, or is likely to be exceeded, the Parties will consult with each other as soon as possible in order to take suitable measures. Delay, for whatever reason, with respect to agreed delivery times does not give any entitlement to compensation, unless explicitly agreed otherwise in writing.
4.3. If it has been agreed that the Agreement will be performed in phases, DGTLbase is authorised to postpone the commencement of the Services that form part of a subsequent phase until the Client has approved the results of the prior phase in writing.
4.4. DGTLbase is not obliged to follow instructions that alter or add to the content or scope of the agreed Services; if such instructions are followed, the activities concerned will be paid in accordance with DGTLbase 's usual rates and DGTLbase will notify the Client of this situation.
4.5. DGTLbase is entitled to have the Agreement carried out by third parties wholly or in part, or to engage third parties for the performance of the Agreement.
4.6. Services will be deemed by the Parties to have been accepted if the Client has not substantiated in writing and in detail, within five (5) working days after delivery of the Services concerned, the reason(s) why the Services have not been accepted. If the Services are not accepted and the Client can sufficiently demonstrate that the Services provided do not fulfil the Agreement, DGTLBASE must replace or adapt the Services within a reasonable deadline. If the Client again does not accept the Services, the Parties will perform the acceptance procedure again. This procedure will be repeated if the Client again substantiates, during the new acceptance test, the reason(s) why the Services provided do not fulfil the Agreement.

5. PRICES AND TERMS OF PAYMENT

5.1. All prices are exclusive of turnover tax (VAT) and other government levies. The prices are based on performance during normal working hours.
5.2. Work which is not stated in the quotation is not covered by the Agreement and may lead to an overall price increase.
5.3. Unless explicitly agreed otherwise in writing, price indications, estimates, budgets and/or cost estimates issued by DGTLBASE are merely for information purposes, and no rights or expectations may be derived from them. Only if the Parties have so agreed is DGTLbase obliged to inform the Client when a cost estimate or estimate will be exceeded.
5.4. All prices indicated in writing or electronically by DGTLbase are subject to programming and typing errors or spelling mistakes. DGTLBASE is not bound by such errors and/or spelling mistakes.
5.5. The Parties will set down in the Agreement the date or dates on which DGTLbase will charge the fee for Services to the Client. The Client will pay invoices in accordance with the terms of payment stated on the invoice. In the absence of a specific arrangement, the Client will pay within fourteen (14) days after the invoice date. All payments will be made without any deduction, suspension or set off.
5.6. The payments made by the Client will first be used to pay all due interest and costs, and then the payable invoices which have been outstanding the longest, even if the Client states that the payment relates to a later invoice.
5.7. If the Client does not pay the amounts due on time, the Client will be in default and will owe statutory commercial interest on the outstanding amount, without any demand or notice of default being required. If after a demand the Client still fails to pay the claim, DGTLbase may refer the debt for collection, in which case the Client will be obliged to pay, in addition to the total amount due, all judicial and extrajudicial costs, including costs of external experts.
5.8. DGTLbase is entitled to retain Services that are still in its possession if the Client does not comply with its payment obligation, regardless of whether the arrears are related to the Services retained by DGTLbase.

5.9. During the term of an Agreement, DGTLbase is authorised to increase and/or index the prices for its Services each year with effect from 1 January of the previous year, in conformity with the price index figure for that preceding calendar year as published by Statistics Netherlands (CBS) (consumer price index for 'all households'), plus a maximum of twentyfive percent (25%). DGTLBASE is entitled to implement the cost increase at a later date if it finds this desirable from an administrative point of view.

5.10. Comments or complaints about invoices, bills and fee statements must be made known in writing within fourteen (14) days after receipt of the invoice, bill or fee statement concerned, failing which they will be deemed to have been accepted. Such complaints do not suspend the obligation to make payment.

5.11. DGTLbase is entitled to send the Client interim invoices and/or to invoice on the basis of advance payments, to offset or to require security for compliance by the Client.

5.12. The Client agrees to electronic invoicing by DGTLbase.

5.13. In the event that the financial position of the Client changes during the performance of the Agreement, DGTLbase will be entitled to forgo further execution of the Agreement wholly or partially or to change the terms of payment.

6.CHANGES TO THE ASSIGNMENT AND/OR EXTRA WORK

6.1. The Client accepts that the time schedule of the Agreement may be affected if the scope of the Agreement is expanded and/or altered while the Agreement is still being performed. If the interim alteration affects the agreed remuneration, DGTLbase will report this as quickly as possible to the Client.

6.2. If on the basis of an alteration to the Agreement as a result of extra requests or wishes on the part of the Client DGTLbase must carry out extra work (additional work), this work will be charged to the Client on the basis of actual costs at the usual rates that apply at that time, unless explicitly agreed otherwise in writing.

7. OBLIGATIONS OF THE CLIENT

7.1. The Client will ensure that all data and/or information that DGTLbase has indicated are necessary, or which the Client reasonably ought to understand will be necessary for the performance of the Agreement, including information about legislation or regulations to be complied with by DGTLbase that applies specifically to the Client's field of work, are disclosed to DGTLbase in good time, and the Client will cooperate with DGTLbase insofar as the latter requires. Quotations and offers issued by DGTLbase as well as the Agreement concluded afterwards are based on the information disclosed by the Client. DGTLbase is not liable for loss or damage which arises due to it basing work on inaccurate and/or incomplete details and information provided by the Client.

7.2. If data needed for the performance of the Agreement is not disclosed to DGTLbase in good time, DGTLbase is entitled to suspend performance of the Agreement and/or to charge to the Client the extra costs arising from the delay at the usual rates that apply at that time.

7.3. Insofar as, within the framework of the Agreement, DGTLbase discloses usernames and/or passwords, the Client is responsible for these user names and/or passwords and is entirely liable for any misuse made of the user names or passwords, unless such misuse is the result of intent or gross negligence on the part of DGTLbase.

7.4. Insofar as DGTLbase discloses usernames and/or passwords within the framework of the Agreement, the Client is prohibited from disclosing these user names and/or passwords to third parties without DGTLbase's consent.

8. TERMINATION, PREMATURE TERMINATION AND THE RELATED CONSEQUENCES

8.1. An Agreement takes effect for an indefinite period of time, unless the nature of the agreement dictates otherwise and the Parties have expressly agreed otherwise in writing.

8.2. If an agreement is entered into for a definite period, it will automatically convert into an agreement for an indefinite period after expiry of the term, unless one of the parties terminates the agreement with due observance of a notice period of 3 calendar months, whereby the agreement ends by operation of law.

8.3. In case the agreement is entered into an indefinite period of time, the client can terminate with due observance of a notice period of 3 calendar months.

8.4. DGTLbase is entitled to dissolve the Agreement wholly or in part with immediate effect, without judicial intervention and without being obliged to pay any compensation, if the Client is declared bankrupt or is granted a suspension of payments, as well as if the Client's business is closed down or liquidated other than for the purposes of reconstruction or merger of companies, or if the decisive control of the Client's business changes.

8.5. The Agreement may only be dissolved on the basis of attributable failure after a written notice of default has been sent that is as detailed as possible, with a reasonable term being set for fulfilment or remedy of the failure after all, unless these Conditions or the law provide otherwise.

8.6. If the Agreement is dissolved, anything that DGTLbase has delivered and/or carried out as well as the related payment obligation will not be undone, unless the Client proves that DGTLbase is in default with regard to the material part of those Services. Amounts which DGTLbase has invoiced before the dissolution, in connection with that which it has already and properly carried out or delivered for the performance of the Agreement, will continue to be payable, with due regard for the provisions of the previous sentence, and will become immediately due and payable at the moment of dissolution.

8.7. If the Agreement is dissolved, all rights granted to the Client will cease to have effect. The Client will no longer be authorized to make use of the Service.

8.8. Articles that, by their nature, are intended to continue to apply after the end of the Agreement will remain fully effective after the Agreement is terminated.

9. IP RIGHTS

9.1. Services provided within the framework of the Agreement, as well as all other materials or information which DGTLbase has made available will be vested exclusively in DGTLbase and/or its licensors.

9.2. Nothing in these Conditions and/or the Agreement implies a transfer of IP Rights. The Client will obtain solely the non-exclusive and nontransferable right of use to the Services for the purposes stipulated in the Agreement and on the conditions stipulated in the Agreement. Unless explicitly stipulated otherwise in writing, the right of use granted applies only for the Netherlands.

9.3. The Client is not permitted to remove and/or alter any identifiers concerning IP Rights from the results of Services.

9.4. DGTLbase explicitly does not relinquish its personality rights referred to in Article 25 of the Dutch Copyright Act [Auteurswet].

9.5. DGTLbase is permitted to use the Services and the materials used for the implementation of the Agreement, such as designs, drawings, films, software, files whether electronic or otherwise, reports, formats and interviews, for purposes of its own promotion and/or publicity, unless otherwise stipulated in the Agreement.

9.6. DGTLbase reserves the right to introduce technical protective measures into the Services. The Client is not permitted to circumvent these technical protective measures or to offer means to do so.

10. PRIVACY

10.1. If within the framework of performing the Services, DGTLbase has to process Personal Data of customers of the Client, DGTLbase must be deemed to be the 'processor' [verwerker] within the meaning of Section 4 (8) of the General Data Protection Regulation [Algemene verordening gegevensbescherming] and the Client must be deemed to be the 'controller' [verwerkersverantwoordelijke].

10.2. The Client guarantees to DGTLbase that the data are not unlawful and that they do not infringe the rights of third parties. The Client indemnifies DGTLbase against all legal action or claims by third parties, including supervisory authorities and data subjects, on any basis whatsoever, in connection with the processing of this data within the framework of the Agreement.

10.3. Pursuant to the legislation on the processing of Personal Data (such as the the General Data Protection Regulation), the Client has obligations to third parties, such as the obligation to disclose information, and to allow data subjects to inspect, correct and remove their Personal Data. The responsibility for complying with these obligations lies fully and solely with the Client. To the extent technically possible, DGTLbase will cooperate with the obligations to be complied with by the Client, including transmitting requests from third parties within the framework of the Client's obligations. The costs associated with such cooperation will be fully borne by the Client.

10.4. DGTLbase will take appropriate technical and organisational measures, or have them taken by third parties, and will maintain them and if necessary adjust them, to protect the Personal Data that it processes on the instructions of the Client in order to prevent unlawful processing. DGTLbase will not process the Personal Data obtained from the Client for its own purposes.

10.5. DGTLbase will discuss with the Client the appropriate technical and organisational measures to be taken for the protection of Personal Data from loss or from any other form of unlawful processing.

10.6. The Client acknowledges that it has full knowledge of the technical and organisational measures to be carried out by DGTLbase and herewith declares that these measures will guarantee a suitable level of protection, taking into consideration the state of the art and the costs of implementation and having regard to the risks involved in the processing and the nature of the data to be protected.

10.7. If, despite the fact that DGTLbase has implemented the agreed appropriate measures, a security incident occurs involving i) destruction, ii) loss, iii) falsification, iv) unauthorised distribution of and/or access to, or v) any other form of unlawful processing of Personal Data, the Client cannot hold DGTLbase liable for any damage sustained as a result of such incident.

10.8. If the Client explicitly requests measures which, in the opinion of DGTLbase, cannot be regarded as suitable technical and organisational measures, the implementation thereof will be entirely for the account and risk of the Client, and DGTLbase does not accept any liability for any damage suffered by the Client or third parties.

10.9. The Client indemnifies DGTLbase in full against all claims by third parties, including but not limited to penalties imposed by regulators that are in any

way based on the assertion that the technical and organisational measures taken by DGTLbase as referred to in Article 10.8 are not appropriate and/or are otherwise not adequate.

11. CONFIDENTIALITY

11.1. The Parties will treat all information they obtain from one another, in any form whatsoever - written, verbal, electronic or physical - including but not limited to software, (source) codes, programs, applications, customer details, know-how, technical specifications, documentation ('Confidential Information') as strictly confidential, and will keep it secret during the term of the Agreement and for five (5) years after the end of the Agreement.

11.2. The Parties will only use the Confidential Information for the purposes for which it was disclosed and in doing so will observe at least the same duty of care and safeguards that apply to their own internal confidential information. The Parties will only disclose the Confidential Information to employees, and employees of affiliated businesses and subcontractors, insofar as is necessary within the framework of the (implementation of the) Agreement. Comparable provisions in relation to confidentiality must be imposed on these employees and subcontractors.

11.3. The obligations to maintain secrecy with regard to the Confidential Information do not apply insofar as the receiving Party can demonstrate that the information concerned:

- 11.3.1. was already known to it when it was received;
- 11.3.2. was already publicly known when it was received;
- 11.3.3. became publicly known after receipt and this is not attributable to the receiving Party;
- 11.3.4. was received in a lawful manner from third parties along with the right to communicate it publicly without any obligation to maintain secrecy;
- 11.3.5. must be disclosed pursuant to legislation or regulations or pursuant to a court order, and the disclosing Party has informed the other Party of such an obligation to communicate it to the public;
- 11.3.6. was made public with the approval of the Party disclosing it.

11.4. For the duration of the Agreement and 1 (one) year after it terminates, except with the prior consent of the other Party, neither Party will employ employees of the other Party who are or were involved in the implementation of the Agreement, nor have them work for them in some other manner, directly or indirectly.

12. AANSPRAKELIJKHEID

12.1. Except in the event of intent or gross negligence by DGTLbase, the total liability of DGTLbase due to an attributable failure as regards fulfilment of the Agreement, illegal act or on any other account, explicitly including any failure to fulfil any guarantee obligation agreed with the Client, is limited to the compensation of the direct damage suffered by the Client up to no more than the amount paid out by DGTLbase's insurance company. If and insofar as, for whatever reason, no payment is made on account of the insurance referred to, any liability on the part of DGTLbase will be limited to compensation of direct damage up to a maximum of 50% of the price stipulated for the Agreement in question (excluding VAT and media fees). If the Agreement is a continuing performance contract with a term of more than one year, the price stipulated for the Agreement will be set at 50% of the total payments stipulated for one year (excluding VAT and media fees). However, on no account will be total liability of DGTLbase for direct damage, on whatever account, exceed € 250,000 (two hundred and fifty thousand euros). A series of connected failures will be regarded as a single failure.

12.2. The liability of DGTLbase for damage by death, physical injury or material damage to property will, in total, never exceed €1,000,000 (one million euros).

12.3. DGTLbase is not liable for indirect damage, consequential damage, lost profit, missed savings, reduced goodwill, damage due to operational delays, damage as a consequence of claims by purchasers of the Client, damage relating to the use of third-party goods, materials or software prescribed to DGTLbase by the Client and damage relating to the engagement of third parties prescribed by the Client to DGTLbase. Nor is DGTLbase liable due to deformation, destruction or loss of data or documents.

12.4. DGTLbase is not liable for damage which is covered by any insurance taken out by the Client.

12.5. The exclusions and restrictions of DGTLbase's liability, as described in the above paragraphs of this Article 12, do not in any way prejudice the exclusions or restrictions of DGTLbase on account of this general part of these Conditions and the Schedule.

12.6. Unless fulfilment by DGTLbase is permanently impossible, liability on the part of DGTLbase due to attributable failure in the fulfilment of an Agreement will only arise after the Client has immediately placed DGTLbase in default in writing, whereby a reasonable deadline for rectification of such failure has been set and DGTLbase continues, even after such deadline, to fail culpably in the fulfilment of its obligations. The notice of default must include as complete and detailed a description of the failure as possible, so that DGTLbase has the opportunity to respond adequately.

12.7. Any right to compensation is always subject to the Client reporting the damage as quickly as possible, but in any event within thirty (30) days after it has arisen. If DGTLbase is not informed by the aforementioned deadline, DGTLbase will be released from any liability in connection with said damage. Any claim for compensation against DGTLbase will cease to exist simply by the passage of twelve (12) months after the claim arose.

12.8. The Client bears the full risk and responsibility for its use of the Services. DGTLbase does not accept any liability for use of the Services by the Client. The Client indemnifies DGTLbase against any claims by third parties in connection with the performance of the Agreement and/or resulting from the use of the Services by the Client.

12.9. The Client indemnifies DGTLbase against all third-party claims due to product liability as a consequence of a defect in a product or system supplied by the Client to third parties and which consisted partly of equipment, software or other materials supplied by DGTLbase, unless and insofar as the Client proves that the damage was caused by said equipment, software or other material.

12.10. The provisions in this article, as well as all other liability restrictions and exclusions referred to in these Conditions, also apply for the benefit of all legal entities/persons which DGTLbase serves during the performance of the Agreement.

13. FORCE MAJEURE

13.1. In the event of force majeure, no attributable failure will apply in the performance of the Agreement by the Parties.

13.2. Force majeure includes, among other things, disruptions in the supply of electricity, strikes, riots, government measures, fire, natural disasters, floods, failure on the part of DGTLbase's suppliers, failure on the part of third parties enlisted by the Parties, disruptions in the Internet connection, malfunctions in equipment and/or (telecommunication) networks and other unforeseen circumstances.

13.3. If the force majeure lasts at least thirty (30) days, the Parties are entitled to dissolve the Agreement without being obliged to reimburse any damage, undo any work or to pay any compensation for such dissolution.

13.4. If DGTLbase can still perform in part at the time of the force majeure, or if it has performed, it is authorised to perform this Service and to invoice it separately, as if it concerned a separate Agreement.

14. TRANSFER OF RIGHTS AND OBLIGATIONS

14.1. DGTLbase can license, sublicense or transfer the rights and obligations arising from the Agreement to third parties. The Client is not authorised in this respect.

15. SETTLEMENT AND MEDIATION

15.1. If a dispute between the Parties cannot be settled amicably, the dispute will, before it is submitted to the court, be submitted to competent representatives of the Parties in order to assess the settlement possibilities.

16. APPLICABLE LAW AND COMPETENT COURT

16.1. These Conditions, the Agreement and the Annexes are exclusively subject to Dutch law.

16.2. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.

16.3. Disputes that arise between DGTLbase and the Client within the framework of, or in connection with, these Conditions, the Annexes and/or the Agreement will exclusively be submitted to the competent court in the district of Amsterdam or Rotterdam.

CONSULTANCY

1. APPLICABILITY

1.1. The provisions referred to in this Annex apply, in addition to the General Terms and Conditions, to Services purchased by the Client from DGTLbase in the field of consultancy (including but not limited to SEO and Analytics) and/or training, for the hiring in on an hourly basis of professionals with a duty of best endeavours, hereinafter referred to as 'Consultancy'.

2. CONSULTANCY

2.1. All Consultancy Services provided by DGTLbase will be performed subject to the provisions in the Agreement.

2.2. In performing the Services, DGTLbase will exercise the greatest possible care with regard to the Client's interests. In particular, DGTLbase will ensure the secrecy of all the data and information made available by the Client to DGTLbase within the framework of the Agreement.

2.3. If the Agreement has been concluded for Consultancy Services provided by a particular person, DGTLbase will always be entitled to replace that person with one or more other equally qualified persons.

2.4. The Client will provide an adequate and safe work area, insofar as the Consultancy Services are performed at the Client. The Client will ensure that employees of DGTLbase are informed about any local health and safety regulations.

2.5. The Client will ensure that its employees and other independent contracting parties fully cooperate with (employees of) DGTLbase in the provision of Consultancy Services and will adequately provide (employees of) DGTLbase with all the information that is reasonably required in order to properly perform the Consultancy Services.

3. RATES AND WORKING HOURS

3.1. The hourly or daily rate charged by DGTLbase for Consultancy Services is based on eight-hour days. The Client will reimburse DGTLbase for travel and other expenses incurred in providing such Services.

3.2. The Client can also order training sessions from DGTLbase (planned lessons on location at DGTLbase or on-site) at full rates and on days recorded in the Agreement.

4. LIABILITY

4.1. Supplementary to Article 12 of the General Terms and Conditions, DGTLbase cannot, in any way, be held liable for the Consultancy Services provided and the possible consequences thereof, except in the event of negligence or deliberate recklessness on the part of DGTLbase.

DEVELOPMENT OF WEBSITES AND APPS

1. APPLICABILITY

1.1. In addition to the general provisions of the General Terms and Conditions, the provisions set out in this Annex apply if DGTLbase develops, on the Client's instructions, a website (hereinafter referred to as the 'Website') or application (hereinafter referred to as 'App') and/or executes a related Service (hereinafter referred to as the 'Service'). The other capitalised terms used I this Annex are defined in the General Terms and Conditions.

2. DEVELOPMENT OF WEBSITES AND/OR APPS

2.1. DGTLbase will make an effort to develop the Website and/or App or perform the Service pursuant to the specifications included in the Agreement.

2.2. DGTLbase is entitled to demand a written agreement to a design and/or draft of the Website and/or App and/or Service before starting the development, and to suspend the development and to charge the Client any costs resulting from the delay in accordance with the Client's usual rates until this agreement has been received.

3. CLIENT'S RIGHTS

3.1. Unless the Agreement provides otherwise, grants the Client the exclusive, transferable and sublicensable right to the Website and/or App and/or Service.

3.2. Unless agreed otherwise, the source code of the Website and/or App and/or Service and the technical documentation used or produced upon developing the Website will be made available to the Client.

3.3. The Client itself is at all times responsible for the use of the Website and/or App and/or Service. The Client may not use the Website and/or App and/or Service for actions and/or conduct contrary to the Agreement, applicable laws or regulations, public order or morals, or use it in any other unlawful manner. The Client indemnifies DGTLbase against all third-party claims and other damage relating to violation of the above.

3.4. If the IP Rights to (part of) the Website and/or the App and/or Service belong to licensors of DGTLbase, the Client may be bound by the licence provisions and the terms and conditions of these third parties, including but not limited to content management software or restrictions relating to the issuing of licences, which may influence Article 3.1.

4. DELIVERY, INSTALLATION AND ACCEPTANCE

4.1. DGTLbase will make an effort to deliver the Website and/or App and/or Service in the manner determined in the Agreement.

4.2. By way of an acceptance test, it has been agreed that the Website and/or App and/or Service will be deemed to be accepted on the first day after the test period or, if DGTLbase receives a test report before the end of the test period as referred to in Article 4.5, at the moment at which the errors referred to therein have been rectified, without prejudice to the presence of errors which, according to Article 4.8, do not prevent acceptance.

4.3. Contrary to the above, the Website and/or App and/or Service will be deemed to be fully accepted from the time that the Client puts it online or uses it in another way for productive or operational purposes before it has been accepted.

4.4. If, during the performance of the agreed acceptance test, it transpires that the Website and/or App and/or Service contains errors that obstruct the progress of the acceptance test, the Client will provide detailed written information of this to DGTLbase, in which case the test period will be interrupted until the Website and/or App and/or Service has been modified in such a way that the obstruction has been removed.

4.5. If, during the performance of the agreed acceptance test, it transpires that the Website and/or App and/or Service contains errors, the Client will inform DGTLbase of the errors by means of a detailed written test report no later than on the last day of the test period. DGTLbase will use its best endeavours to remedy the errors within a reasonable period, whereby DGTLbase is entitled to introduce temporary solutions or software bypasses or problem-evading restrictions into the Website and/or App and/or Service.

4.6. The Client may not withhold acceptance of the Website and/or App and/or Service for (i) reasons other than those that are connected with the specifications explicitly agreed between the Parties and/or (ii) due to the existence of minor errors, i.e. errors which would not reasonably preclude putting the Website and/or App and/or Service into operation, notwithstanding DGTLbase's obligation to remedy these minor errors on the basis of the guarantee arrangement set out in Article 5 of this Annex, if applicable.

4.7. DGTLbase is not obliged to rectify any errors as referred to in Article 4.5 and Article 4.6 if these have come about as a consequence of:

- 4.7.1. an modification to the Website and/or App and/or Service, of any nature whatsoever, which has not been made by DGTLbase;
- 4.7.2. use of the Website and/or App and/or Service in a manner which is not allowed on the basis of the Agreement;
- 4.7.3. incorrect use of the Website and/or App and/or Service, by the Client or another party; or
- 4.7.4. input errors or errors connected with the data used by the Client.

4.8. If the Website and/or App and/or Service is delivered and tested in phases and/or parts, non-acceptance of a particular phase and/or part will not affect any acceptance made of a previous phase and/or different part.

5. GARANTIES

5.1. After the Client has performed the acceptance test and has accepted the Website and/or App and/or Service, DGTLbase will charge costs for the performance of (rectification) work unless agreed otherwise in writing.

5.2. Unless agreed otherwise in writing, DGTLbase does not guarantee that the Website and/or App and/or Service functions, or functions properly, in combination with all software (including web browsers, and/or equipment) nor does DGTLbase guarantee that the Website and/or App and/or Service functions and/or is accessible without malfunctions, interruptions, or other errors.

5.3. If DGTLbase delivers a Website and/or App and/or Service to the Client which DGTLbase has obtained from its suppliers, DGTLbase will not be obliged vis-à-vis the Client to provide any additional guarantee than that which DGTLbase can claim from its supplier.

5.4. Parties fully cooperate with (employees of) DGTLbase in the provision of Consultancy Services and will adequately provide (employees of) DGTLbase with all the information that is reasonably required in order to properly perform the Consultancy Services.

ADVERTISEMENTS SALES

1. APPLICABILITY

1.1. The provisions referred to in this Annex apply, in addition to the General Terms and Conditions, to Services to be purchased by the Client of DGTLbase in the field of online advertisement sales and campaign management, with the exception of services not related to Advertisement Sales, including but not limited to work in the field of Consultancy, SEO and Analytics, hereinafter referred to as 'Advertisement Sales'.

2. PROGNOSES AND ADVICE

2.1. Insofar as DGTLbase has given any advance prognoses regarding possible results of advertising campaigns given, these are merely estimates and are not binding upon DGTLbase.

2.2. Services not related to Advertisement Sales, including but not limited to work in the field of Consultancy, SEO and Analytics advice, are subject to the Annex entitled 'Consultancy'.

3. THE CLIENT'S OBLIGATIONS

3.1. The Client will provide all cooperation reasonably requested by DGTLbase and will promptly supply DGTLbase with all information that is reasonably required

in order to perform the Agreement, including information about laws and regulations specific to the Client's sector which DGTLbase must comply with, including information about advertising bans and information obligations.

3.2. If the Client supplies - via third parties or otherwise - advertising material to DGTLbase, the Client guarantees that such advertising material has always been prepared in accordance with the applicable laws and regulations, including but not limited to the Dutch Advertising Code [Nederlandse Reclame Code] and the Client also guarantees that this advertising material does not infringe any rights (including intellectual property rights) of third parties. If the above does not apply, the Client indemnifies DGTLbase against all claims by third parties and other damage which results from such claims.

3.3. If the Client supplies advertising material to DGTLbase, via a third party or otherwise, the Client guarantees that such advertising material meets the technical specifications communicated by DGTLbase to the Client in advance, that it is free of technical defects and that it is sufficiently suitable for placing measuring systems. If the above does not apply, the Client indemnifies DGTLbase against all claims by third parties and other damage which results from such claims.

3.4. All orders by the Client relating to Advertisement Sales must be paid, without withdrawal or cancellation being possible. DGTLbase will charge the cost of Advertisement Sales in advance, unless the Parties agree otherwise. If no timely payment has taken place, DGTLbase will not carry out the Advertisement Sales. The Client cannot be reimbursed for the media budget paid by the Client for Advertisement Sales in relation to advertisements placed, and neither can the Client be credited for these.

3.5. The Client must perform all obligations with regard to third parties insofar as these affect the performance of the Agreement by DGTLbase.

4. DGTLBASE'S OBLIGATIONS

4.1. At the Client's request DGTLbase will specify, within a reasonable period after the budget made available by the Client for Advertisement Sales has been spent, which part of the budget was spent on the purchase of media and which part was spent on campaign management costs.

5. ACCESS TO THIRD-PARTY ACCOUNTS

5.1. Insofar as is necessary within the framework of execution of the Agreement, the Client will provide DGTLbase with all information required for read access to the accounts with third-parties/service providers.

5.2. DGTLbase will comply with reasonable instructions and guidelines provided by the Client with regard to the use of the Client's accounts with thirdparties/service providers. DGTLbase will comply with reasonable instructions and guidelines provided by the Client with regard to the use of the Client's accounts with third-parties/service providers.

5.3. Insofar as the Client uses accounts of DGTLbase with third-parties/service providers, the Client will always strictly comply with the instructions issued by DGTLbase in that regard, including but not limited to payment periods. The Client is liable for and indemnifies DGTLbase against all damage resulting from any failure by the Client to comply with such instructions in a timely manner.

6. COOKIES AND DATA ANALYSIS

6.1. Insofar as the activities of the Client, or the party with which agreements are concluded for the Client within the framework of Advertisement Sales, imply the placement and reading of information on the peripheral equipment of end users (hereinafter referred to as Cookies), the Client acknowledges that it is fully responsible for compliance with all applicable legislation when placing and reading Cookies or any of the data analysis and acknowledges that, within this framework, DGTLbase does not bear any responsibility.

6.2. The Client guarantees that the Client will always act in complete accordance with all laws and regulations with regard to Cookies, including but not limited to the Dutch Telecommunications Act [Telecommunicatiewet]. In particular, the Client guarantees that, in accordance with the applicable laws and regulations, it will (i) not place or read any Cookies (or have them placed or read) before the Client has received satisfactory permission from the end user in this regard, and (ii) provide end users with satisfactory information in the form of a cookie policy, before the Client places and reads Cookies. At the request of DGTLbase the Client must always be able to demonstrate this satisfactorily in writing.

6.3. The Client is liable for all damage (to be) suffered by DGTLbase as a consequence of the non-fulfilment of this Article 6 and/or violation by the Client of applicable legislation and regulations, and indemnifies DGTLbase completely against all claims by third parties, including but not limited to penalties imposed by supervisory authorities, which are the consequence and/or of are connected to a violation by the Client of this Article 6.

7. MEASUREMENTS

7.1. DGTLbase's administrative and measuring systems will be used as the basis for calculating the agreed fees, unless a calculation made using the Client's measuring systems results in a higher value, in which case the Client's measuring systems will be used as the basis for such calculations.

7.2. In the event of an interruption, presumable tampering with the measuring systems or a discrepancy of more than 10% between the measuring systems of DGTLbase and the Client, DGTLbase will be entitled to calculate the fee owed on the basis of a reasonable estimate of measurement results, gauged according to previous measurement results or otherwise.

8. DIVERSEN

8.1. Surcommissions (Surcos), amounts still to be received, other discounts and/or offsetting will accrue to DGTLbase.

8.2. DGTLbase is not, in any way, liable for any damage as a consequence of advertisements placed on the Client's instructions.