

GENERAL TERMS AND CONDITIONS

MOOI PR B.V.
Nieuwpoortkade 2A
1055 RX Amsterdam

Chamber of Commerce no.: 59470356

DEFINITIONS

In these general terms and conditions, the following terms have the following meanings:

- a. MOOI PR: the user of these general terms and conditions and the contractor;
- b. Client: MOOI PR's co-contracting party, which issues, has issued or wants to issue an assignment to MOOI PR;
- c. Parties: MOOI PR and the Client together;
- d. In Writing: where these general terms and conditions use the term 'in writing', this term will also refer to electronic communication, including email, provided that the sender's identity is sufficiently established.

SCOPE

Article 1

1. These general terms and conditions apply to all offers from MOOI PR and to all legal relationships between MOOI PR and the Client.
2. The Client's general terms and conditions or other conditions are expressly rejected and will never apply to any legal relationship between the Parties.
3. Deviations from these general terms and conditions will only be possible if they have been agreed between the Parties In Writing.

DURATION AND TERMINATION

Article 2

1. There will be an agreement when the Client has agreed to a quotation or proposal from MOOI PR, or in any event when the Client agrees, or at least creates the impression of agreeing, to MOOI PR performing work in the context of the assignment, or in any event in the context of the Client's request.
2. Every agreement with the Client for the performance of activities by MOOI PR will be concluded for an indefinite

period, unless the Parties agree on a particular duration.

3. For each open-ended agreement, the Parties will together determine a period for giving notice of termination of that agreement.
4. Unless agreed otherwise, the notice period will be two calendar months for both Parties.

Article 3

1. Early termination of a fixed-term agreement by either party is only possible if the other party has failed to fulfil one or more of its essential obligations under that agreement.
2. Notice must be given In Writing with due observance of a notice period of two months for assignments with a term of one year or less and three months for assignments with a term of more than one year.
3. Furthermore, either party may terminate the agreement immediately, without applying a notice period, if the other party has submitted an application for a moratorium or a petition for bankruptcy/insolvency, is declared bankrupt/insolvent or is dissolved.

PERFORMANCE

Article 4

1. MOOI PR endeavours to perform the activities with due care and in accordance with the requirements of good workmanship. In doing so, MOOI PR will promote the Client's interests to the best of its knowledge and will act in the manner that can and may be expected of a reasonable and professional party.
2. MOOI PR is not obliged to check the correctness of instructions, briefings or information provided. MOOI PR is not liable for a lack of information in instructions or a briefing, and is not liable for the consequences of this.
3. MOOI PR is entitled to engage third parties for the performance of the assignment.
4. Unless agreed otherwise, the delivery periods applied by MOOI PR will only be estimates.
5. MOOI PR does not offer guarantees in respect of any result to be achieved. MOOI PR has only a best-efforts obligation where the results are concerned.

Article 5

1. The Client undertakes to ensure that MOOI PR can work under the most favourable conditions possible and to take measures where necessary.
2. The Client will do and omit to do everything reasonably necessary to facilitate the timely and correct performance of the assignment, which includes informing MOOI PR in good time.

CHARGES, COSTS AND EXPENSE CLAIMS

Article 6

1. MOOI PR's fees, charges and expense claims are based on the hourly rates communicated to the Client or on a fixed and prepaid fee, unless agreed otherwise.
2. MOOI PR is entitled to revise and adjust its hourly rates in accordance with the Consumer Price Index for All Households (2006=100) published by Statistics Netherlands in November of the preceding calendar year, which is known as the inflation adjustment.
3. Increases as referred to in the previous paragraph will only be charged after they have been communicated to the Client In Writing.
4. If the work is performed in accordance with one or more previously agreed budgets based on hourly rates, MOOI PR undertakes to adhere to this budget, without prejudice to the provisions of Article 7 in respect of administrative overheads and third-party costs. Deviations from the budget are only permitted in connection with the indexation described above, or in the event of an interim change to the assignment by the Client.
5. All fees, charges, expense claims and costs calculated and budgeted exclude VAT.

Article 7

1. In addition to the fees, charges, costs and expense claims referred to in Article 6, MOOI PR may bill the Client for administrative overheads and the costs of third parties engaged by MOOI PR in the context of performing the assignment issued to it. These costs must be budgeted in advance and approved by the Client.
2. Administrative overheads include (but are not limited to) costs of postage, photocopying, press clipping, travel, printing, translation and subsistence.
3. Third-party costs include (but are not limited to) all administrative overheads,

purchase costs and charges invoiced by third parties.

4. In derogation from the provisions of Article 6 on the hourly rates applied in a budget, administrative overheads and third-party costs will always be passed on to the Client if they exceed the amounts included in a budget.
5. All amounts agreed and budgeted exclude VAT.

Article 8

Without prejudice to the provisions of Articles 6 and 7, MOOI PR is obliged to notify the Client in good time if MOOI PR anticipates that the budget approved by the Client will be exceeded.

Article 9

MOOI PR is entitled to ask the Client for an advance payment towards its charges, fees, costs, administrative overheads and third-party costs.

Article 10

1. MOOI PR will issue monthly invoices for the fees, charges, expense claims, administrative overheads and third-party costs owed from the previous month, unless agreed otherwise with the Client.
2. Any advance payment made may be offset against the invoice by arrangement.
3. Unless agreed otherwise, invoices must be paid within 14 days of the invoice date.
4. The payment obligation will continue to exist if the Client does not wish to make use or no longer wishes to make use of the activities and/or goods or services supplied and the agreement has not yet been terminated.
5. If the Client fails to fulfil its payment obligation or obligations on time, MOOI PR will be entitled to charge 2% interest per month on the amount owed, whereby part of a month will count as a full month. Furthermore, MOOI PR will be entitled to pass on the extrajudicial collection costs it incurs, equalling 10% of the invoice amount, at a minimum of EUR 150.

SUSPENSION

Article 11

1. MOOI PR has the right to suspend performance of the assignment:
 - a. If the Client fails to fulfil any obligation including a payment obligation under

- a legal relationship between MOOI PR and the Client;
- b. As soon as MOOI PR has good reason to fear that the Client will not or will not be able to fulfil its obligations under the legal relationship between MOOI PR and the Client in full.
 2. In the event of a suspension by MOOI PR in accordance with the above, the Client will not be entitled to any compensation whatsoever. All demonstrable costs resulting from the suspension will be payable by the Client.

- prepare a response in consultation with each other. If actions performed without consultation are harmful to one party, the resulting loss will be at the other party's expense.
3. MOOI PR always has the right, if and to the extent possible, to undo or limit the loss sustained by the Client.
 4. The Client indemnifies MOOI PR and will compensate MOOI PR in respect of any and all claims by third parties which relate directly or indirectly to the performance of the agreement and all associated financial consequences.

PROPERTY OF THE CLIENT

Article 12

MOOI PR will handle items entrusted to it by or on behalf of the Client with due care, but does not accept any liability in this respect for, among other things, the mislaying, damage, destruction, disappearance or other form of loss of items entrusted to it by or on behalf of the Client. The Client will be deemed to have adequately insured the items referred to in this article at its own expense and risk.

COMPLAINTS

Article 13

1. Complaints about the activities and/or objections to an invoice must be reported In Writing to MOOI PR as soon as possible after the complaints have arisen.
2. Any complaints or objections submitted do not suspend the Client's payment obligation.

LIABILITY

Article 14

1. MOOI PR is only liable for direct losses caused by an attributable failure on the part of MOOI PR to fulfil any of its obligations to the Client. Under no circumstances will MOOI PR be liable for trading losses, consequential losses or indirect losses, except in the event of intentional misconduct or deliberate recklessness on the part of MOOI PR or its executive staff.
2. MOOI PR is not liable for variations, faults and defects which remained undetected in the test items approved or adjusted by the Client. In the event of a complaint from or a claim by a third party, or enforcement by a competent authority, the Parties will

TERMS OF DELIVERY FOR OUTSOURCED WORK

Article 15

For work outsourced by MOOI PR to third parties with the Client's consent, the Client not only has to adhere to these general terms and conditions but also to the third party's terms and conditions which are then applicable to that work. Where such outsourced work is concerned, MOOI PR outsources the work in the Client's name and at the Client's expense.

OTHER PROVISIONS

Article 16

MOOI PR regards all the Client's assignments as having been issued to 'the organisation', even if it is the Client's explicit or implicit intention that the assignment be performed by a particular individual. The applicability of Section 7:404 of the Dutch Civil Code (*Burgerlijk Wetboek*), which provides for a scheme in the latter case, is hereby excluded. In addition, the applicability of Section 7:407(2), which creates joint and several liability for those cases in which an assignment is issued to two or more persons, is hereby expressly excluded.

APPLICABLE LAW

Article 17

All legal relationships between the Client and MOOI PR are governed by Dutch law. Any and all disputes will be submitted exclusively to the competent court of Amsterdam.