

General Terms and Conditions

1. Definitions In these General Terms and Conditions, the following defined terms beginning with a capital letter are used:

1.1. 100procent: the private company 100procentEmail B.V., having its registered and principal office in Rotterdam at Delftsestraat 11F, 3013 AB Rotterdam with CoC number 6205968 and VAT number NL854623383B01.

1.2. Acceptance: the determination by the Client that the Products and/or Services delivered comply with the Specifications.

1.3. Acceptance Test: the test or tests by which it can be demonstrated that the Products and/or Services have been delivered in accordance with the Specifications.

1.4. General Terms and Conditions: these General Terms and Conditions of 100procent.

1.5. Attachment(s): attachment(s) to the Agreement that are part of the Agreement.

1.6. Services: the activities to be performed by 100procent regarding email marketing as described in the Agreement.

1.7. Default: the demonstrable and reproducible failure of a Product or Service to meet the Specifications.

1.8. Client: the natural person or entity with whom 100procent has entered into an Agreement.

1.9. Agreement: the written or electronic document (in the form of a quotation, offer, or separate agreement) with a description of the Services and/or Products to be provided by 100procent and to which these General Conditions apply.

1.10. Parties: 100procent and Client.

1.11. Products: the items and/or software to be provided or made available by 100procent, as further specified in the Agreement or an Attachment.

1.12. Specifications: the agreed (functional and technical) requirements regarding the Products and/or Services as further specified in the Agreement or an Attachment.

1.13. Confidential Information: all written, oral, or otherwise directly or indirectly received information that is in any way designated as confidential and/or of which the recipient knows or should reasonably understand that such information is confidential, including in any case information about the Services, personal data, business information, technical information, and financial information.

2. Applicability / precedence in case of conflict

2.1. These General Terms and Conditions apply to all Agreements and assignments carried out by 100procent as well as all (legal) transactions between 100procent and the Client. Deviations from or additions to these General Terms and Conditions are only valid if they have been agreed upon in writing between Parties. Unless explicitly agreed upon otherwise, the applicability of the Client's general purchase and/or payment conditions or other general or special conditions is expressly excluded.

2.2. By entering into the Agreement or by the actual use of the Products and/or Services by Client, Client agrees to the contents of these General Terms and Conditions.

2.3. In the event of a conflict between the contents of an Agreement and these General Terms and Conditions, these General Terms and Conditions shall prevail unless the Agreement explicitly deviates from these General Terms and Conditions.

2.4. If 100procent provides or makes Products (including, for example, software) and/or Services of third parties available to the Client, the conditions of the supplier in question shall apply to the delivery or provision of those Products and/or Services and not these General Terms and Conditions. By using the Products and/or Services concerned, the Client agrees to the applicable terms and conditions of the supplier in question that apply between the Client and the supplier in question.

3. Offer, realization, and amendment of the Agreement

3.1. All quotations and offers are valid for thirty (30) days unless a different period is specified in the quotation or offer. In the event of an amendment to a quotation or offer, the previously issued quotation or offer shall lapse.

3.2. All quotations and offers are formulated to the best knowledge and ability based on information provided by the Client. The Client warrants the accuracy and completeness of such data.

3.3. An Agreement shall come into being by written acceptance of the quotation or offer by the Client or by actual commencement of the performance of the delivery of the Products or Services by 100procent at the request of the Client.

3.4. Deviations from and/or additions to the Agreement are only valid if they have been agreed upon in writing between the Parties. 100procent cannot be held to a quotation or offer if the Client should reasonably understand that such quotation or offer contains an apparent mistake or error.

4. Delivery

4.1. Delivery terms mentioned by 100procent are determined to the best of their knowledge and belief based on the information known to 100procent at the time the Agreement was entered into and will be observed as much as possible.

4.2. Agreed delivery terms will only commence when and insofar as the Client has provided 100procent with all necessary data, information, materials, facilities, and other supplies, and any payments payable at the start of the activities have been received by 100procent.

4.3. Changes to the Specifications requested by the Client must be recorded in writing and may result in a change in delivery terms and/or a change in the agreed fees.

4.4. The mere exceeding of a delivery term does not put 100procent in default and does not give the Client the right to dissolve the Agreement. If a delivery term is exceeded, 100procent shall not be in default until a written notice of default has been given, setting a further and reasonable period.

4.5. If any term threatens to be exceeded, 100procent will notify the Client. The parties shall then consult as soon as possible to set a new delivery term.

5. Services

5.1. 100percent shall use its best efforts to provide the Services in accordance with the Agreement.

5.2. The Services to be provided by 100percent are specified in the Agreement. Delivery of products or performance of activities not part of the Services or not specified in the Agreement shall be performed based on a separate order.

5.3. If it has been agreed upon that the Services will be provided in phases, 100percent is entitled to postpone the commencement of the Services belonging to a subsequent phase until the Client has accepted the delivery of the Services belonging to the preceding phase.

5.4. 100percent is not liable for the decisions or resolutions made by the Client based on the results of the Services provided and any resulting consequences.

6. Disposition of employees

6.1. If agreed in the Agreement, 100percent will place 100percent employees as described in the Agreement or any third party engaged by 100percent at the Client's disposal to perform the Services described in the Agreement based on a best-efforts obligation.

6.2. The employees shall perform the work solely for the benefit of the Client. Employees will follow the Client's reasonable instructions but cannot be held to perform work that conflicts with the employees' assignment. The Client uses the results of the work at their own risk.

6.3. The Agreement shall state, among other things, the qualifications of the employees, the duration of the disposal, the nature, place, and times of the work to be performed as well as a contact person to be appointed by each of the Parties who shall act as the contact for the other Party.

6.4. 100percent has the right to replace employees with other 100percent employees or employees of a third party engaged by 100percent.

6.5. Employees will perform the work during office hours. If, at the Client's request, an employee performs work outside office hours or outside of the activities agreed upon, 100percent may charge for those activities as additional work at the (overtime) rate applicable at that time.

6.6. The hourly rate is documented in the Agreement. The hourly rate applies only to the position or employee designated in the Agreement. The hourly rate as per the Agreement applies to the calendar year in which the Agreement is concluded. Price increases resulting from government measures will be passed on to the Client starting at the time of those change(s). Price increases resulting from wage cost developments at 100percent will be passed on annually on January 1.

6.7. The Client shall comply with all legal regulations regarding working conditions and hours and the duty of care concerning the safety of the working environment as referred to in Article 7: 658 of the Dutch Civil Code during the execution of the Agreement. The Client shall indemnify 100percent against and reimburse all fines and claims due to violation of these provisions or failure to comply with this duty of care.

6.8. 100percent shall comply with its obligations under all applicable social insurance and tax laws concerning the Employees placed at the Client's disposal by 100percent. 100percent shall indemnify the Client against all claims and/or after-tax assessments by the industrial insurance board or tax authorities due to attributable failure to comply with these obligations. At the Client's request, 100percent shall provide the Client with written proof of the payment of the social security contributions and taxes referred to in this paragraph.

7. Client cooperation

7.1. The Client shall always provide 100percent with all data, information, materials, (technical) facilities, (online) tools and software, and other requirements reasonably necessary for the proper execution of the Agreement in a timely manner and shall provide the necessary cooperation.

7.2. The Client guarantees 100percent the right to dispose of the data, information, materials, facilities, (online) tools and software, and other requirements provided to 100percent and indemnifies 100percent against any claims in this respect.

7.3. If the requirements necessary for the execution of the Agreement are not provided to 100percent, not provided in a timely manner, or not according to the agreements, or if the Client fails to meet his obligations in any other way, 100percent is entitled to suspend the execution of the Agreement and charge for any costs incurred as a result according to its usual rates.

7.4. If employees of 100percent and/or third parties are required to perform activities connected to the execution of an Agreement at a location designated by the Client, the Client will provide the facilities reasonably required by those employees free of charge, such as but not limited to a workspace with telecommunication facilities.

7.5. The Client is liable for damage suffered by employees of 100percent and/or third parties connected to the execution of the above activities as a result of acts or omissions by the Client and/or unsafe situations in its company or at the location designated by the Client and shall indemnify 100percent against claims in this respect.

7.6. The Client is liable for damage and/or the total or partial loss of items belonging to 100percent, which 100percent has made available to the Client for the performance of an Agreement.

8. Acceptance

8.1. If an Acceptance Test has been agreed upon in the Agreement, the Client has the opportunity to test the results of the Services by performing an Acceptance Test after completion. The Acceptance Test must be completed within ten (10) working days after completion of the Services unless otherwise stipulated in the Agreement.

8.2. Immediately following the Acceptance Test, a test report shall be drawn up and signed by the Parties, recording whether or not the Client has accepted the results of the Services. In the event of Acceptance, the date stated in the test report will apply as the date of Acceptance. If during an Acceptance Test Defaults are discovered by the Client, 100percent will make every effort to repair the Defaults mentioned in the test report to the best of its ability (or have them repaired).

8.3. After Defects as referred to in article 8.2 have been repaired, the Client can perform an Acceptance Test, in which case articles 8.1 and 8.2 shall apply by analogy. Such a subsequent Acceptance Test shall relate solely to the Defaults found in the previous Acceptance Test(s).

8.4. The Client is obliged to inform 100percent of the Defects found during an Acceptance Test in writing as soon as possible.

8.5. The results of the Services shall be deemed to have been accepted by the Client if the Acceptance Test has not been commenced and completed within the period referred to in clause 8.1 or upon operational commissioning of the results of the Services by the Client.

9. Complaints

9.1. Complaints regarding the Services provided must be submitted in writing to 100percent no later than ten (10) working days after completion of the Services under penalty of the Client's forfeiture of this right.

9.2. If a complaint is declared well-founded by 100percent, 100percent shall redeliver the Services free of charge without the Client being able to assert any right to compensation against 100percent.

9.3. The submission of complaints does not suspend the Client's payment obligations. A complaint shall have no effect on other Products and/or Services already delivered or made available or Products and/or Services yet to be delivered or made available.

10. Use of third parties / Third-party Products and Services

10.1. If 100percent deems it necessary, 100percent is entitled to use third parties, including external experts and/or external facilities and amenities, to perform its obligations.

10.2. In the event that 100percent engages third parties on its own initiative, 100percent shall remain fully responsible for the performance of its obligations to the Client.

10.3. In the event the Client explicitly requests 100percent to use third parties, and 100percent agrees to do so in writing, 100percent shall reasonably cooperate, and the Client is fully responsible for the actions and omissions of such third party.

10.4. If 100percent uses third parties, any additional costs shall be borne by 100percent except for the case where the Client explicitly requests 100percent to use third parties.

10.5. In the event that a 100percent supplier terminates, fails to perform, or suspends an agreement with 100percent, 100percent is entitled to replace the products or services to be supplied and/or delivered by such supplier with an equivalent product or service or, if replacement is not commercially feasible, to terminate the Agreement entirely or in part with immediate effect. In that case, the Client has no right to compensation.

11. Fees and rates

11.1. The fees and rates payable by the Client for the Products and Services to be delivered or made available by 100percent are stated in the Agreement. If not stated in the Agreement, traveling time, travel and accommodation expenses, and transportation

and shipping costs may be charged separately. All fees and rates are exclusive of the government's sales tax (VAT) and other levies.

11.2. Products and/or Services not specified in the Agreement shall be considered overtime. Products and/or Services provided outside office hours (Monday through Friday from 09:00 to 17:00 hours, excluding holidays generally recognized in the Netherlands) shall be considered overtime. Additional work and overtime must be agreed upon in writing, and 100procent shall never be obliged to accept any additional work and/or overtime. Unless otherwise agreed upon in the Agreement, overtime shall be subject to a 25% surcharge on the agreed fees and rates.

11.3. 100procent has the right to adjust the fees and rates annually according to the price index figure for business services published from time to time by the CBS through written notification to the Client and within 30 days.

11.4. 100procent also has the right to adjust the fees and rates if any of the cost-determining factors of a Product or Service changes in the period between the date on which the Agreement was concluded and the date of delivery (including in any case: increases in material, purchase and transport prices, levies, taxes and/or currency changes) without this being attributable to 100procent or foreseeable by 100procent at the time the Agreement was concluded.

12. Payment

12.1. The Client shall pay the fees and rates in accordance with the currency, payment method, and payment term as stated in the Agreement.

12.2. If no payment terms are specified in the Agreement, a payment term of fourteen (14) days from the invoice date shall apply, and 100procent shall invoice the fees as follows:

12.2.a. one-time fees will be invoiced immediately prior to the delivery of the Products or Services;

12.2.b. periodic fees will be invoiced prior to the applicable period;

12.2.c. additional work shall be invoiced (if applicable) immediately after agreement or delivery thereof;

12.2.d. fees related to delivery are (if applicable) invoiced after Acceptance;

12.2.e. other fees will be invoiced monthly in arrears on an accrual basis.

12.3. The Client shall pay the invoices within fourteen (14) days of the invoice date, according to the instructions on the invoice. Complaints about invoices must be submitted in writing or electronically within seven (7) days of the invoice date. Invoices shall be deemed accepted unless the Client has protested against them within the period and in the manner specified in

the preceding sentence.

12.4. If the payment term is exceeded, the Client will be legally in default without a prior summons or notice of default from 100procent being required, and the Client will owe the statutory commercial interest as referred to in article 6:119a of the Dutch Civil Code over the outstanding amount.

12.5. If, after a notice of default, the Client still fails to pay the claim, 100procent may outsource the claim, in which case the Client will also be obliged to pay all judicial and extrajudicial costs in addition to the amount due, without prejudice to all other rights of 100procent.

12.6. If any payment term is exceeded, 100procent is entitled to suspend its obligations under the Agreement and any other current agreements until full payment has been made, without prejudice to 100procent's right to compensation and without being obliged to compensate the Client for any damage. In that case, (a) the Client is no longer entitled to use the results of the Services, and (b) 100procent is entitled to deactivate the use of the results of the Services.

12.7. At all times, 100procent is entitled to require full or partial prepayment and/or security (additional or otherwise) from the Client for the payment of the price. 100procent is not obliged to commence or continue with the performance of the Agreement before the requested advance payment has been made or security has been provided. The Client shall bear the costs associated with the provision of security.

12.8. The Client waives any right to settle any claim. Accordingly, the Client can never evade a payment obligation to 100procent by relying on a settlement.

12.9. 100procent retains title to delivered Products until the Client has fully fulfilled all its obligations under the Agreement based on which the Products were delivered as well as the costs of additional services and/or claims of 100procent connected to the Client's failure to comply with the Agreement. Until such time, the Client shall only be entitled to use the Products delivered by 100procent for the purpose of its normal business operations, but the Client shall not be entitled to dispose of or encumber the Products or to withdraw them in any other way from the assets of 100procent. To the extent necessary, the Client shall always inform third parties of 100procent's rights and inform 100procent immediately if a third party should execute any conservatoire or enforceable measures with respect to those Products in any way. Rights are only granted or transferred to the Client on the condition that the Client pays the agreed fees in time and in full.

13. Confidentiality

13.1. Each Party shall (i) keep the Confidential Information of the other Party confidential, (ii) use the Confidential Information for the purpose for which it was received only, (iii) not make it available to third parties or otherwise disclose it without the prior written consent of the other Party, and (iv) make it available to its personnel only to the extent necessary to perform the Agreement.

13.2. The rights regarding the Confidential Information shall remain with the Party that provided the Confidential Information and shall not be transferred to the receiving Party.

13.3. The parties shall take all necessary measures to ensure the confidentiality of the Confidential Information and prevent the Confidential Information from being published or otherwise disclosed without authorization. Parties shall require their employees and/or third parties to comply with this confidentiality provision.

13.4. The Parties commit themselves not to use the Confidential Information obtained from the other Party for any other purpose or in any other manner than the purpose for

which and how the information and data were provided or became known during the execution of the Agreement.

13.5. The obligations of this Article do not apply to that Confidential Information that (a) is generally known or available to the public; (b) is already known to the receiving Party without a confidentiality obligation; (c) was collected by the receiving Party independently of the providing Party; (d) was lawfully obtained by the receiving Party from a third party without a confidentiality obligation; or (e) was disclosed following a legal obligation or order.

13.6. The receiving Party shall return or destroy the Confidential Information at the first request of the providing Party.

13.7. 100procent is at all times entitled to mention the fact that the Client is one of its buying relations in advertisements, advertising messages, or otherwise within the framework of its marketing activities by, for example, using the Client's name and/or logo.

14. Personal details

14.1. To the extent that 100procent processes personal data on behalf of the Client as part of the Services, 100procent will process the personal data it receives from the Client under the terms of the processing agreement entered into between 100procent and the Client, which is attached as an Attachment to the Agreement.

15. Intellectual rights of ownership

15.1. All intellectual property rights relating to the results of the Services are vested in 100procent or its licensors and are not transferred to the Client under these General Terms and Conditions or any Agreement unless explicitly agreed upon otherwise. The Client acknowledges these rights and will refrain from any form of (in)direct infringement of these rights.

15.2. The Client acquires the rights and authority explicitly granted to them under these General Terms and Conditions or an Agreement only. Without 100procent's prior written consent, the Client is not entitled to use the results of the Services in any other way and/or to make available, transfer and/or license all or part of the rights and/or authorities granted to them to third parties.

16. Liability

16.1. 100procent's liability on any legal ground whatsoever is limited to compensation for direct damage up to the amount of the price stipulated for that Agreement, excluding VAT, up to a maximum of EUR 100,000.- (one hundred thousand euros) per event, whereby a series of connected events counts as one event.

16.2. Direct damage within the meaning of these General Terms and Conditions is understood to mean exclusively:

16.2.a. the reasonable costs the Client has had to incur to meet 100procent's performance according to the Agreement; however, this damage will not be compensated if the Client has dissolved the Agreement;

16.2.b. damage or loss of matter;

16.2.c. the reasonable costs incurred in determining the cause and scope of the direct damage;

16.2.d. the reasonable costs incurred to prevent or limit direct damage.

16.3. 100procent's liability for damage other than direct damage is excluded, including, but not limited to, consequential damage, loss of profit, missed savings, damage due to business stagnation and/or Client's goodwill, damage due to loss or damage of data.

16.4. 100procent's total liability for damage resulting from death or physical injury is limited to EUR1,000,000.- (one million euros) per event, whereby a series of connected events counts as one event.

16.5. The limitations of liability included in this article do not apply if and insofar as the damage results from intent or deliberate recklessness on the part of 100procent's management personnel.

16.6. 100procent's liability only arises if the Client immediately and properly serves 100procent with written notice of default, including a reasonable period for 100procent to still comply with its obligations, and 100procent remains in attributable breach of its obligations even after this period. The notice of default should contain a description of the shortcoming that is as detailed as possible so that 100procent can respond adequately.

16.7. At the risk of forfeiting the right to compensation, a compensation claim must be made within 6 months of the time when the Client became aware or could reasonably have become aware of the existence of the damage.

17. Force majeure (circumstances beyond control)

17.1. In the event of force majeure, the Party in force majeure shall immediately notify the other Party in writing, stating the cause, the nature, the expected duration of the force majeure, and the obligations under the Agreement that cannot be fulfilled as a result. The performance of the obligations in question shall be suspended for the duration of the force majeure situation.

17.2. Insofar as not already included, force majeure includes in any case: strikes, occupation, blockades, embargoes, government measures, war, revolution and/or any similar situation, power failures, failures in the (data) communication connections, fire, explosion, water damage, flooding and/or earthquake, lack of or illness of 100procent employees as well as delays, defaults or force majeure on the part of suppliers to 100procent.

17.3. If the force majeure situation has lasted three (3) months, or as soon as it is clear that the force majeure situation will last longer than three (3) months, each of the Parties will be entitled to terminate the Agreement in writing in full or in part prematurely without notice. Any work already performed under the Agreement will, in that case, be settled proportionately, without the Parties being indebted to each other for anything else.

18. Commencing date, duration, and completion

18.1. If the Agreement does not specify a duration, the Agreement shall be entered into for an initial period of one (1) year. Premature termination by the Client is not possible

during this initial period. In case the Agreement is entered into for a certain initial period, the Agreement will be tacitly renewed after the expiry of the initial period for a period of one (1) year each time unless one of the Parties wishes to terminate the Agreement at the end of the then-applicable period through cancellation.

18.2. Notice of termination shall be given at least three (3) months before the expiration of the agreed term by sending a registered letter to the other Party.

18.3. Each of the Parties is entitled to terminate the Agreement in whole or in part through a registered letter extrajudicially and with immediate effect if the other Party remains in default of fulfilling its obligations under the Agreement, even after a written reminder setting a reasonable term.

18.4. 100procent is furthermore entitled to terminate the Agreement extrajudicially and with immediate effect, without any warning or notice of default being required, wholly or partially, if (a) the Client fails to pay the agreed fees within the agreed period; (b) the Client requests a suspension of payments or is granted a suspension of payments; (c) the Client files for bankruptcy or is declared bankrupt; (d) the Client's business is liquidated; (e) the Client ceases its current business or professional practice; or (f) the control in the Client changes or if the Client acquires a business or collaborates with a business to which 100procent objects.

18.5. If, at the time of termination, 100procent has already performed services in execution of the Agreement, the payment obligations for those services and related payment obligations shall be immediately due and payable. Amounts 100procent has invoiced prior to termination connected to what it has already performed or delivered in respect of the execution of the Agreement shall remain due undiminished and shall become immediately payable at the time of termination.

18.6. In the event of annulment of the Agreement, no undoing obligations will arise regarding Services provided by 100procent that have already been paid for or invoiced.

19. Annulment / postponement

19.1. The Client has the right to annul the Agreement in writing and before the commencement of the performance of the Agreement and only under the following conditions:

19.1.a. if the Client annuls or postpones the Agreement up to 30 calendar days before the agreed date of commencement of work, the Client owes 100procent compensation for time spent and costs incurred up to that date; and

19.1.b. if the Client annuls or postpones the Agreement during a period between 30 calendar days and the agreed date for commencement of the activities, the Client owes 100procent compensation for the time spent and costs incurred up to that date, the idle hours of 100procent employees who were scheduled to work for the Client and, in the event of cancellation, 50% of the time still to be spent and costs incurred.

19.2. If 100procent has entered into one or more agreements with third parties for the purpose of performing the Agreement, in the event that the Agreement is annulled or postponed, the Client will be obliged to pay 100procent the fees 100procent owes to the relevant third parties on account of those agreements.

20. Applicable law and dispute settlement

20.1. These General Terms and Conditions, any Agreement, and any disputes arising from or related to these shall be governed exclusively by Dutch law, excluding of rules of international private law concerning the applicable law. The applicability of the Vienna Sales Convention 1980 (CISG) is expressly excluded.

20.2. All disputes that may arise in connection with the Agreement and/or these General Terms and Conditions will be submitted in the first instance to the competent court in Rotterdam.

20.3. The provisions of the previous clause do not alter the fact of the Parties' obligation to make every effort to resolve disputes by mutual consultation as far as possible.

21. Other stipulations

21.1. In cases where these General Terms and Conditions do not provide for, or if amendment of these General Terms and Conditions is necessary, the Parties will consult on this. Amendments or supplements to these General Terms and Conditions shall only be valid when they have been agreed upon in writing.

21.2. If one of the provisions of these General Terms and Conditions is null and void or is annulled, the other provisions of these General Terms and Conditions will remain in force, and the Parties will agree on a substitute provision in mutual consultation.

21.3. The Agreement contains all agreements in effect between 100procent and the Client with respect to the delivery of Services by 100procent and supersedes all previous oral or written agreements between the Parties.

21.4. The Attachments to the Agreement and the documents referred to are an integral part of the Agreement.

21.5. Notifications the Parties shall make to each other based on these General Terms and Conditions and/or the Agreement shall be made in writing. Oral notifications, undertakings, or agreements will have no legal force unless they are confirmed in writing. These General Terms and Conditions also include a message through electronic communication.

21.6. The Client is not permitted to transfer the rights under the Agreement to a third party. Nor is the Client permitted to let a third party use the Services.

21.7. 100procent has the right to engage third parties in performing its obligations under these General Terms and Conditions. 100procent is entitled to transfer its rights and obligations from these General Terms and Conditions to a third party to which transfer The Client cooperates with and agrees upon in advance.

21.8. The failure by either Party to demand performance of any provision within a period specified in these General Terms and Conditions shall not affect the right to demand performance after all unless the Party concerned has explicitly agreed upon in writing to the non-performance.

21.9. During the term of the Agreement and for a period of twelve (12) months following the expiration thereof, the Client shall not employ any employees of 100procent.

21.10. These General Terms and Conditions may be amended by 100procent. Amendments will not take effect until the expiration of 14 days after the Client has been informed of them.

21.11. The indications/headings of the articles in these General Terms and Conditions are for reference only and are not determinative of the interpretation of the articles in these General Terms and Conditions.

100procentEmail B.V. – September 2022.