

General Terms and Conditions and Data Processing Agreement

upMention B.V.

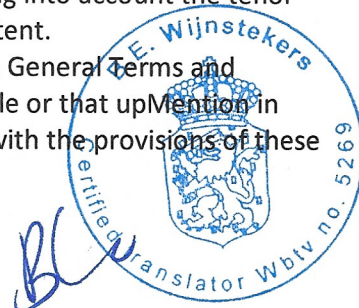
SECTION 1: GENERAL PROVISIONS

Article 1. Definitions

- 1.1 In these General Terms and Conditions the following definitions will be used as defined, unless expressly indicated otherwise or unless the context indicates otherwise:
- a. upMention: the user of these General Terms and Conditions: upMention B.V., with its registered office at Distributieweg 22 in Delfgauw, listed in the Chamber of Commerce under number 58042423;
 - b. Agreement: the agreement between upMention and the Client;
 - c. Client: the legal person or natural person that acts in the course of a profession or business who enters or wants to enter into an Agreement with upMention;
 - d. Service: the online or other service(s), the hosting services, software and/or search engine optimisation and other activities that upMention provides or delivers or makes available in the context of the Agreement;
 - e. Work: any advice, concepts, information, files, designs, photographs, illustrations, images, logos, corporate identity and texts, and any other work within the meaning of the Copyright Act, that upMention has produced or has had produced and/or has made available to the Client for the purpose of the Agreement;
 - f. Content: designs, texts, images, corporate identity, logos, brands, etc. that the Client provides;
 - g. Website: the Client's website to which the Agreement relates;
 - h. Data Subjects: the identified or identifiable natural person whose personal data are processed;
 - i. General Terms and Conditions: these general terms and conditions.

Article 2. General

- 2.1 These General Terms and Conditions apply to all upMention's offers and/or quotations and to all Agreements between upMention and the Client.
- 2.2 These General Terms and Conditions also apply to Agreements with upMention for which third parties need to be engaged for them to be performed.
- 2.3. The applicability of any general purchasing terms and conditions or other general terms and conditions used by the Client is expressly rejected.
- 2.4 These General Terms and Conditions also apply to additional assignments and follow-up assignments from the Client. The Client with whom an Agreement which was subject to these General Terms and Conditions was entered into will be considered to have agreed to the applicability of these General Terms and Conditions to Agreements entered into with upMention at a later moment in time.
- 2.5. Deviations from the Agreement and the General Terms and Conditions are only valid when they have been expressly agreed with upMention in writing or via email.
- 2.6. If one or more of the provisions in these General Terms and Conditions are invalid, contrary to the law or otherwise unenforceable, this will not affect the validity of the other provisions. The voided or void provisions will be replaced by upMention, taking into account the tenor and purport of the original provision(s) to the greatest possible extent.
- 2.7. If upMention does not always require strict compliance with these General Terms and Conditions, this does not mean that its provisions are not applicable or that upMention in any way whatsoever loses the right to require timely compliance with the provisions of these General Terms and Conditions in other cases.



- 2.8. upMention has the right to change these General Terms and Conditions and declare the changed General Terms and Conditions applicable to all current Agreements. The Client will be notified about the changed General Terms and Conditions and the effective date in writing or via email.

Article 3. Offer and quotations

- 3.1. Offers and/or quotations will preferably be drawn up in writing and/or electronically, unless urgent circumstances make this impossible.
- 3.2. Offers and/or quotations are valid for a period of 14 days, unless expressly indicated otherwise. Offers and/or quotations lapse when this term has expired.
- 3.3. All upMention's quotations are free of obligation.
- 3.4. upMention may not be bound to its offers and/or quotations if the Client, in terms of reasonableness and fairness and according to common opinion, should have understood that the offer and/or quotation or a part of them contain(s) an apparent mistake or clerical error.
- 3.5. If the acceptance derogates, either in a small or a large way, from the proposal included in the offer and/or quotation, then upMention will not be bound by it. The Agreement will then not be formed in accordance with this derogating acceptance, unless upMention indicates otherwise.
- 3.6. A combined quotation does not oblige upMention to supply part of the Service included in the offer and/or quotation at a corresponding proportion of the quoted price.
- 3.7. Offers and/or quotations do not automatically apply to future assignments.
- 3.8. Anything that upMention provides in the context of a proposal and/or quotation will remain its inalienable property and must, at upMention's first request, immediately be returned by the Client.

Article 4. Formation of the Agreement

- 4.1. The Agreement is formed when upMention has received the quotation signed, digitally or by hand, by the Client or when the Client has verbally or in an email instructed upMention to carry out the activities.

Article 5. Duration and termination

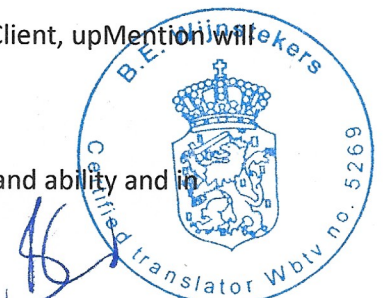
- 5.1. The Agreement is entered into for an indefinite period, unless otherwise agreed.
- 5.2. An Agreement for an indefinite period may be terminated by either party at any time, with due observance of the notice period stated in the quotation.
- 5.3. An Agreement for a definite period cannot be terminated early without costs being incurred.
- 5.4. If the Client terminates an Agreement for a definite period early, upMention will then have the right to charge the Client for any damage it incurs as a result of the early termination, including loss of turnover.

Article 6. Changes to the Agreement

- 6.1. A change to the Service at the Client's request will only become effective when upMention has explicitly agreed to the change.
- 6.2. upMention has the right to change the strategy of its service provision without informing the Client, if upMention is of the opinion that the change will contribute to the Website's higher ranking in search engines.
- 6.3. If the parties agree to changes or additions to the Agreement, this may affect when the performance of it is completed.
- 6.4. If the Service is changed and this has financial consequences for the Client, upMention will inform the Client of this.

Article 7. Performance of the Agreement

- 7.1 upMention will perform the Agreement to the best of its knowledge and ability and in



- accordance with the requirements of good practice.
- 7.2. upMention has the right to have certain activities carried out by third parties, without notifying the Client of this.
- 7.3. upMention is never obliged to carry out activities if they are contrary to its professionalism, a third-party right, a legal obligation or the due care required by society.
- 7.4. upMention cannot guarantee that performance of the activities will lead to the results the Client wants, such as a higher ranking in search engine results, higher turnover, more Website visitors, an increase in new customers or increased name recognition. upMention's fee is not dependent on the result. By performing search engine optimisation activities, upMention is obliged to perform to the best of its abilities and not to produce a certain result.
- 7.5. If, on the instructions of the Client, upMention works with a third party engaged by the Client, then upMention may never be held responsible for this party's acts and/or omissions.

Article 8. The Client's obligations

- 8.1. The Client ensures that it will promptly make available any data, materials and login details which upMention indicates is or are needed or which the Client should reasonably understand is or are needed for the performance of the Agreement. The data provided must meet the specifications prescribed by upMention.
- 8.2. The Client will always lend its cooperation to upMention in good time so that the Agreement can be performed properly.
- 8.3. The Client guarantees that the data it provides are correct, complete and reliable.
- 8.4. The Client indemnifies upMention against any damage arising from incorrect or incomplete data it has provided.
- 8.5. The Client is obliged to inform upMention, without delay, of facts and circumstances that could be relevant to the performance of the Agreement.
- 8.6. The Client is itself responsible for disclosing Content, the rights to which belong to third parties.
- 8.7. As a content expert, the Client is obliged to check whether the delivered Work contains any errors or inaccuracies before the delivered Work is published on the Website.
- 8.8. The Client is not permitted to give upMention an assignment to produce Work that breaches the rights of third parties, such as, but certainly not limited to, trade marks, copyrights or other third-party intellectual property rights. If upMention notices or suspects that the Work the Client requires conflicts with these third-party rights, then upMention will have the right to cancel the assignment and charge the activities it has carried out up to then to the Client. upMention is not obliged to verify whether the Work the Client requires violates third-party rights or is contrary to the law.
- 8.9. If activities are delayed as a result of acts and/or omissions by the Client, then the Client will be notified of this and upMention is never responsible for any damage due to delays arising from this.
- 8.10. The Client must grant upMention all authorisations that are necessary to carry out the activities.
- 8.11. The Client is itself responsible for taking the general terms and conditions, guidelines and policies of search engines and social media platforms into account.
- 8.12. Without upMention's prior written or electronic approval, the Client is not permitted during the term of the Agreement to instruct a third party to carry out activities on the Website that are similar to the activities upMention is carrying out for the Client.
- 8.13. The Client is aware that if the Client makes changes to the Website, this could have consequences for the Website's search result ranking in search engines.
- 8.14. The Client indemnifies upMention against any claims of third parties that suffer damage due to the performance of the Agreement that can be attributed to the Client.
- 8.15. If the Client does not meet its obligations to upMention, or does not do so on time or



properly, if it acts contrary to the law or unlawfully with respect to upMention, then the Client is liable for any damage, including loss of turnover, that upMention suffers as a result and upMention has the right to terminate the Agreement.

Article 9. Change of invoice address or relocation

- 9.1. If the Client relocates or changes its invoice address, the Client must notify upMention of its new business address and/or new invoice address in writing or via an email as soon as possible prior to the relocation.

Article 10. Google Ads campaign

- 10.1. If the Client uses Google Ads, the costs for Google Ads campaign(s) will be charged to the Client by Google and the Client will be personally responsible for paying the fees to Google, even if upMention advises the Client about this Google service. The Client's non-compliance with its financial or other obligations to Google can never lead to any form of liability on upMention's part.
- 10.2. A budget for Google Ads campaign(s) is set in consultation with the Client. upMention is not liable if this budget is exceeded or if a Google Ads campaign continues for longer than the Client wants. The Client is personally responsible for regularly checking its ongoing Google Ads campaigns and for managing the budget of those campaigns. upMention only has an advisory role in relation to Google Ads campaigns.

Article 11. Maintenance and/or hosting agreement

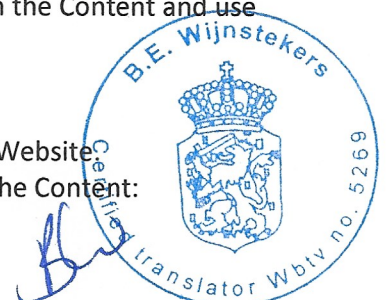
- 11.1. Agreements for hosting or maintaining the Website will be entered into up to the end of the calendar year. After the end of the calendar year, these agreements will automatically be extended by 1 calendar year, unless they are terminated in accordance with article 11.2.
- 11.2. Each party may give notice to terminate the hosting and/or maintenance agreement by the end of the calendar year, with due observance of a notice period of 2 months. Giving notice to terminate the maintenance agreement does not automatically mean notice to terminate the hosting agreement is also given.
- 11.3. The Client may not enter into a maintenance agreement with upMention separately. The Client may only enter into a maintenance agreement in combination with a hosting agreement.
- 11.4. upMention does not do its own hosting.
- 11.5. For hosting, upMention engages a third party. In this case, upMention acts in the capacity of reseller.
- 11.6. If the Client exceeds the data traffic limit, upMention has the right to charge the Client for this.

Article 12. Domain name registration

- 12.1. The current rules and procedures of the registration bodies in question apply to the Client's application and use of the domain name. The registration bodies are responsible for dealing with the application for the domain name. upMention is not responsible for granting the application for the domain name.
- 12.2. The domain registration is carried out in the Client's name and for the Client's responsibility.
- 12.3. The domain registration is done per calendar year and may not be changed.
- 12.4. Changing the domain registration counts as a new domain registration.
- 12.5. upMention is never liable nor responsible for any damage arising from the Content and use of the domain and domain name.

Article 13. Content of the Website

- 13.1. upMention is not responsible for the Content and information on the Website.
- 13.2. upMention has the right to deactivate and/or remove the Website if the Content:



- a. is contrary to legislation;
 - b. is of a violent nature or refers to a location with violent content;
 - c. discriminates according to race, gender, political persuasion, religious or personal beliefs;
 - d. incites, performs, stimulates or promotes illegal activities;
 - e. was or is hacked.
- 13.3. upMention is never liable for any damage arising from unlawful Content on the Website.

Article 14. Malware and/or viruses

- 14.1. The Client will not instal malware and/or viruses on the Website that may cause damage.
- 14.2. If the Client has installed malware and/or viruses on its Website, upMention has the right to remove the malware and/or any viruses immediately.
- 14.3. If the Client repeatedly and intentionally installs malware and/or viruses on the Website, upMention has the right to terminate the Agreement and shut down the Website.
- 14.4. If upMention notices that malware and/or viruses is or are installed on the Website through no fault of the Client, upMention will remove this malware and/or those viruses. upMention will carry out these activities at upMention's hourly rate applicable at that moment.

Article 15. Website development

- 15.1. Testing and checking the Website developed on the Client's instructions is the joint responsibility of the Client and upMention. After the Website has been tested, checked and approved by the Client, the Website will be put online.
- 15.2. The Client is obliged to examine and give feedback on the graphic design upon delivery, but in any case, within 14 days after delivery. The first feedback round is included in the fee and no additional costs are charged for this.
- 15.3. The Client is obliged to examine and give feedback on the developed Website upon delivery, but in any case, within 14 days after delivery. The first feedback round is included in the fee and no additional costs are charged for this. At this stage, the Client may only give feedback on the technology.
- 15.4. If the Client gives feedback after the first feedback round, this will be considered to be additional work.
- 15.5. upMention will charge the hourly rate it applies for any additional work.
- 15.6. After delivery of the Website and the Client's final approval, the Client may enter into a maintenance agreement with upMention. If, after delivery of the Website, the Client wants to have maintenance carried out on the Website, upMention will apply separate rates for this.
- 15.7. If no maintenance agreement is concluded, upMention will assist the Client with any problems or with anything that is unclear about the Website's operation and use for 30 days after delivery of the Website. The usual hourly rate will apply to solving errors in digital files and/or Websites that are reported after 30 days. Errors caused by third parties, may be repaired by upMention at the usual hourly rate.

Article 16. Authorisation

- 16.1. The Client authorises upMention to act on behalf of the Client for the purpose of link building and social media.

Article 17. Login details

- 17.1. If upMention receives the Client's login details, upMention will use these login details responsibly.
- 17.2. If the Client changes the login details of an account to which upMention needs to have access for the purpose of the Agreement, then the Client must make the changed login details known to upMention.
- 17.3. If, as a result of a hacker attack, an authorised third party gains knowledge of the Client's



login details and/or gains access to an account the Client has, upMention will not be liable for this. In that case, the Client must change its login details as soon as possible and cooperate in mitigating the damage ensuing from the hacker attack. If upMention observes a hacker attack on login details and/or an account the Client has, then upMention will inform the Client about this as soon as possible.

Article 18. Prices, rates and travel expenses

- 18.1. The prices and rates are expressed in euros, excluding VAT and travel expenses.
- 18.2. Any travel expenses will be charged to the Client at upMention's hourly rate applicable at that time.
- 18.3. upMention has the right to adjust its prices and rates periodically. The Client will be notified about changed rates and/or prices in writing or via email.

Article 19. Implementation period

- 19.1. If a period for implementing certain activities has been agreed or specified, this period is only indicative and never to be considered as a strict deadline.
- 19.2. If upMention needs data or instructions from the Client, which are necessary for implementation, the implementation period will start after the Client has provided them to upMention.
- 19.3. If a specified implementation period is exceeded because of an event that is in fact beyond upMention's control and that cannot be attributed to its acts and/or omissions, as described inter alia in article 26 of these General Terms and Conditions, this period will automatically be extended by the period that was exceeded as a result of such event.
- 19.4. Exceeding an implementation period never entitles the Client in any way to any compensation from or any other claim against upMention.
- 19.5. When an implementation period is exceeded, the Client must give upMention a written notice of default and offer upMention a reasonable period within which it can still deliver.

Article 20. Invoicing and payment

- 20.1. upMention has the right to stipulate a down payment from the Client. If a down payment has to be made, this will be included in the quotation. upMention will make a start on the activities after it has received the down payment.
- 20.2. The Client must pay upMention's invoices within 14 days of the invoice date.
- 20.3. After the expiry of the 14-day payment term, the Client will be in default by operation of law without a notice of default being required. From the moment of default, the Client owes 3% interest per month on the immediately due and payable amount, unless the statutory commercial interest rate is higher. Additionally, any judicial and extrajudicial collection costs will be borne by the Client. The extrajudicial collection costs are set at 15% of the principal sum, with the minimum being € 150.
- 20.4. Payment must be made without discount or set off.
- 20.5. Objections to the amounts on the invoices do not suspend the obligation to pay them.
- 20.6. In the event of the Client's liquidation, bankruptcy, attachment or suspension of payments, all of upMention's claims against the Client become immediately due and payable.
- 20.7. Any payment made by the Client will first be used to settle the interest owed and then to settle collection costs. Only after these amounts have been paid will any payment by the Client be used to settle the invoice that has been outstanding the longest.
- 20.8. In the context of the Agreement, upMention may keep any property, data, documents and data files it has received or generated, even though it should surrender them, until the Client has paid all the amounts it owes upMention.



Article 21. Intellectual property rights

- 21.1. The intellectual property rights to the Content are vested in the Client or its licensors. The Client provides upMention with a Content licence to realise the Work.
- 21.2. The copyright as well as all other intellectual property rights with regard to both the provisional and final Work or designs of the Work are vested in upMention or its licensor.
- 21.3. upMention provides the Client with a licence to use the intellectual property rights vested in the Work. The licence is only valid after the Client has fulfilled its financial obligations in connection with producing the Work for which the licence is provided.
- 21.4. If the Client acts contrary to the intellectual property rights of upMention or upMention's licensor, then upMention has the right to terminate the Agreement with immediate effect, without the Client having any right to any form of compensation. Any damage upMention has suffered as a result will be charged to the Client.
- 21.5. By instructing the disclosure or reproduction of property protected by the Copyright Act or any other statutory regulations on intellectual property, that have been made available by or on behalf of the Client, the Client declares that the statutory provisions and/or protected rights of third parties are not violated and indemnifies upMention against any third-party claims or for any direct and/or indirect financial or other consequences arising from the disclosure or reproduction.
- 21.6. upMention is entitled to use the Work that has been commissioned for its own publicity or PR objectives. In this respect, upMention has the right to publish the Client's name and/or logo and a photograph of the delivered Work on its website.

Article 22. Conditions of use and/or licence terms

- 22.1. The Service may consist of software or online services that are not made available by upMention but by a third party. In such cases, the scope of this software or online service's licence is determined by the conditions of use and/or licence terms of the licensor of this software or these online services.

Article 23. Investigation into the existence of rights

- 23.1. Conducting an investigation into the existence of third-party trade marks, design or model protection, copyrights and portrait rights that could possibly be vested in the Content is not part of the Agreement. The same applies to an investigation into the possibility of such forms of protection for the Client.
- 23.2. The Client must itself verify whether the Content does not breach any third-party trade marks, design or model protection, copyrights or portrait rights.

Article 24. Complaints

- 24.1. The Client must let upMention know about any complaints about the Service as soon as possible. The notice of default must describe the failure in the greatest possible detail, so that upMention is able to provide an adequate response.
- 24.2. After submitting the complaint, the Client must give upMention the opportunity to investigate the merits of the complaint. The fact that upMention investigates the complaint does not imply that upMention acknowledges that the Service is inadequate.
- 24.3. If upMention acknowledges that the Service provided is inadequate, then upMention will repair the Service and/or then carry out the activities correctly. The Client must give upMention the opportunity to carry out repairs.
- 24.4. upMention's liability is always limited to what is included in article 25.
- 24.5. Complaints do not suspend the Client's payment obligation.

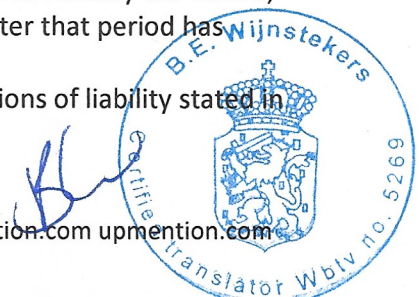
Article 25. Liability and limitation period

- 25.1. upMention cannot be obliged to compensate any damage that is a direct or indirect result of:
 - a. an event which is in fact beyond upMention's control, and which cannot therefore be



attributed to its acts and/or omissions, as described inter alia in article 26 of these General Terms and Conditions;

- b. any act or omission of the Client, its employees or other persons engaged by or on behalf of the Client.
- 25.2. The Client is, in all circumstances, responsible for the correctness and completeness of the data and documents supplied by it. upMention is never liable for any damage that is partly or fully caused because of the data, documents, designs that have been developed, the Content, etc. supplied by the Client being incorrect and/or incomplete. The Client indemnifies upMention against any claims in this respect.
- 25.3. The Client is obliged, if reasonably possible, to keep copies of materials and data it has provided until the assignment has been completed. If the Client fails to do so, upMention will not be liable for damage that would not have arisen had these copies still existed.
- 25.4. upMention is not liable for damage of any nature whatsoever or on any basis whatsoever, caused by third-party online or other services, websites or software.
- 25.5. upMention is not liable for the Website's down-ranking in a search engine's search results.
- 25.6. upMention is not liable for corrupted or lost data as a result of those data being sent using telecommunication facilities.
- 25.7. Disclosure of the delivered Work to the public is fully at the Client's risk. upMention is not liable for negative publicity following the disclosure of the Work.
- 25.8. If the Service is contrary to the general terms and conditions, guidelines or policies of search engines and/or social media platforms, then this will be at the Client's risk. upMention is not liable for the enforcement by search engines and social media platforms of their general terms and conditions, guidelines or policies or for them imposing sanctions as a result of the activities that upMention carries out or has carried out on the Client's instructions.
- 25.9. The Client is itself responsible for the decisions that it makes, whether or not it is following upMention's advice. upMention can never be held liable for the consequences of a decision the Client has made based on advice from upMention.
- 25.10. upMention does not guarantee that the Website or Service will operate without interruptions or errors. upMention is not liable for damage arising from this temporary interruption. However, upMention will attempt to deliver a Website and Service that are continually available without interruption and to repair the interruption or have it repaired within an acceptable period.
- 25.11. upMention is not responsible for the Website's Content. The Client must itself ensure that the Content of its Website is not contrary to the law nor in breach of third-party copyrights or other rights.
- 25.12. upMention is not liable for the loss of the Client's login details. upMention is never liable for damage or costs arising from login details being misused.
- 25.13. upMention is not liable for the consequences of a hacker attack.
- 25.14. upMention is not liable if the result arising from the Service does not meet the Client's expectations.
- 25.15. Any liability upMention has for consequential damage is excluded. In this context, consequential damage is in any event understood to mean: loss of profit, loss of savings, loss of turnover, costs incurred to prevent or determine consequential damage, lost or damaged data, loss due to delays, reputational damage, employment costs and any penalties imposed.
- 25.16. Should upMention be liable for any damage whatsoever, then upMention's liability will be limited to the amount the Client has paid for the Service to which the liability relates, up to a maximum of € 10,000.
- 25.17. upMention's liability will only arise if the Client immediately issues upMention with a proper written notice of default, granting it a reasonable period within which to remedy the failure, and upMention attributably continues to fail to fulfil its obligations after that period has expired.
- 25.18. The provisions in this article as well as all other limitations and exclusions of liability stated in



these General Terms and Conditions also apply for the benefit of all legal or other persons that upMention engages to perform the Agreement.

- 25.19. The Client indemnifies upMention against third-party claims against upMention with respect to incidents, acts or omissions, which upMention is not liable for pursuant to the foregoing. At upMention's first request, the Client is obliged to compensate upMention for any costs, damage and interests that may arise for upMention as a direct or indirect consequence of a third-party claim submitted against it as referred to in this paragraph.
- 25.20. The Client's rights of action and other rights against upMention on whatever basis will, in any event, become extinguished after the expiry of 1 year after the fact, based on which the Client can have recourse to these rights against upMention, occurred.

Article 26. Force majeure

- 26.1. Force majeure on upMention's part will in any case exist if upMention is prevented from meeting its obligations under the Agreement or from making preparations in respect of it as a result of: internet outage, virus, hacker attack, power outage, epidemics; email failure, weather conditions, traffic delays, natural disasters, strikes, war, danger of war, terrorism, theft, fire, illness of one or more natural persons who perform the Agreement on behalf of upMention, government measures, changes to legislation and regulations.
- 26.2. Force majeure is also understood to mean a non-attributable failure of a supplier of upMention or of a third party engaged by upMention.
- 26.3. upMention also has the right to invoke force majeure if the circumstance that prevents (further) performance of the Agreement occurs after upMention should have met its obligation.
- 26.4. During the force majeure period, both upMention and the Client may suspend their obligations under the Agreement fully or partially. If this period lasts for more than 2 months, then both parties are entitled to terminate the Agreement with immediate effect, by means of a written or electronic notice, without judicial intervention, without the parties being entitled to any compensation.
- 26.5. If the force majeure situation is temporary in nature, upMention reserves the right to suspend the agreed performance for the duration of the force majeure situation.
- 26.6. If, at the time the force majeure occurs, upMention has already partly met or will be able to meet its obligations under the Agreement, and the part that has been or will be met has intrinsic value, upMention will be entitled to separately invoice the part that has already been or will be met. The Client is obliged to pay this invoice as if there was a separate Agreement.

Article 27. Suspension and termination of the Agreement

- 27.1. upMention is authorised to suspend performance of the obligations or to terminate the Agreement without judicial intervention by means of a written or electronic statement, if:
- a. the Client does not or does not fully meet its obligations and the Client has not responded to a notice of default that was sent to it. If performance is permanently impossible, then a notice of default will not have to be sent;
 - b. the Client was requested to provide security for the fulfilment of its obligations under the Agreement when the Agreement was concluded, and this security is not provided or is not sufficient;
 - c. after conclusion of the Agreement, upMention becomes aware of circumstances that give it good grounds to fear that the Client will not meet its obligations;
 - d. a suspension of payments is granted to the Client;
 - e. the Client becomes bankrupt;
 - f. a statutory debt restructuring scheme is declared applicable to the Client;
 - g. the Client's enterprise is liquidated or terminated;
 - h. circumstances of any nature whatsoever occur that make performance of the Agreement impossible or that mean that the unaltered continuance of the



Agreement can in all reasonableness not be required of upMention.

- 27.2. If the Agreement is terminated, then all of upMention's claims against the Client become immediately due and payable. If upMention suspends the fulfilment of the obligations, it will retain its entitlements under the law and the Agreement.
- 27.3. upMention is not liable for any damage the Client suffers because upMention terminates the Agreement early or because upMention suspends performance of the Agreement.
- 27.4. If the termination can be attributed to the Client, then the Client is liable for the damage suffered by upMention. Damage is also understood to mean loss of turnover.

Article 28. Confidentiality

- 28.1. Both parties are obliged to preserve the confidentiality of all the information they provide to each other or are provided with from another source in the context of their Agreement. Information is considered to be confidential if one party has communicated this to the other party or if this ensues from the nature of the information. The party that receives confidential information, will only use this for the objective for which it was provided.
- 28.2. If, pursuant to a statutory provision or a court order, upMention is obliged to disclose confidential information to a third party designated by the law or the competent court and in this regard upMention may not invoke a statutory right to refuse or a right to refuse acknowledged or permitted by the competent court, then upMention is not bound to provide compensation or damages and the Client is not entitled to terminate the Agreement.
- 28.3. upMention reserves the right to use any knowledge acquired in performing the activities for other objectives, in so far as no confidential information is made available to third parties as a result.
- 28.4. upMention cannot guarantee that search engines and social media platforms preserve the confidentiality of the Client's data. For information about data processing by search engines and social media platforms, the Client should consult the privacy policy of the search engine and the social media platform concerned.

Clause 29 Personal data

- 29.1. upMention processes personal data in accordance with the General Data Protection Regulation (GDPR). For more information about the way in which upMention processes personal data, the Client can consult upMention's privacy policy on <https://www.upmention.nl/privacy-policy>.
- 29.2. For information about upMention's processing of personal data on the Client's instructions, refer to Section 2 of these General Terms and Conditions.

Article 30. Applicable law and competent court

- 30.1. Dutch law applies exclusively to all legal relationships to which upMention is a party. This also applies if an obligation is fully or partially fulfilled abroad or if the Client has its registered office abroad.
- 30.2. All disputes with respect to Agreements between the Client and upMention will be submitted to the competent court in the district in which upMention has its registered office.

SECTION 2: PERSONAL DATA PROCESSING ON THE CLIENT'S INSTRUCTIONS (DATA PROCESSING AGREEMENT)

Article 31. General and definitions

- 31.1. The words included in these General Terms and Conditions, such as 'personal data' and 'processing', conjugated in whatever way, have the meaning referred to in the General Data Protection Regulation (GDPR).
- 31.2. The Client determines the purpose and the means of processing personal data. In the context of the GDPR, the Client is considered to be the "Controller". In the context of the GDPR,



upMention is considered to be the "Processor".

- 31.3. upMention undertakes to process personal data on the Client's instructions subject to the conditions of this section. Processing will exclusively take place in the context of the activities upMention carries out for the Client as the parties have agreed.

Article 32. Type of personal data, categories of Data Subjects and purposes

- 32.1. The personal data that are processed are those of the Client's employees, customers and suppliers and include the following personal data: name and address details, email addresses, phone numbers, dates of birth, Citizen Service Numbers, gender, bank details, product data and data storage in the Cloud. upMention will not process the personal data for any purposes other than those determined by the Client.
- 32.2. It is the Client's responsibility to ensure that the type of personal data that upMention processes on the Client's instructions and that the categories of Data Subjects and processing purposes between the parties are laid down in an Agreement or by means of other legal acts.
- 32.3. If the type of personal data, the categories of Data Subjects and/or the processing purposes change, the Client must notify upMention of this in writing or via an email. upMention is not responsible for processing purposes that the Client has not let upMention know of.

Article 33. The Client's responsibilities

- 33.1. The Client guarantees that:
- a. the Client has a legal basis for processing personal data;
 - b. with respect to the Data Subjects, the processing is done properly and transparently;
 - c. the content, the use and the instructions to process the personal data are not unlawful and do not breach any rights of third parties;
 - d. the Client has sent the Data Subjects any information it is legally obliged to disclose regarding personal data processing, for example by means of a clearly written privacy policy;
 - e. if the Client is obliged to do so pursuant to the GDPR, the Client will keep a record of the processing activities as of the effective date of the GDPR;
 - f. it will not store personal data longer than is legally permitted.
- 33.2. The Client indemnifies upMention against entitlements and claims arising from non-compliance with the above-mentioned obligations.
- 33.3. If the Client acts contrary to the GDPR, the Client is liable for any damage upMention suffers as a result. Damage is also understood to mean any penalties imposed.

Article 34. Processing

- 34.1. upMention will process personal data for the duration of the Agreement.
- 34.2. upMention will carry out the processing within an automated environment.
- 34.3. upMention will ensure compliance with the GDPR with respect to the personal data processing.
- 34.4. upMention processes personal data for the Client's benefit, in accordance with its written instructions and under the Client's responsibility. upMention is not responsible for the collection of personal data by the Client.
- 34.5. upMention does not have control of the purpose of and the means for the processing of personal data and does not make any decisions regarding the use of the personal data, the disclosure to third parties and the duration of the personal data storage. Control of the personal data is never vested in upMention. The Client is the Controller for the purpose of personal data processing. The Client has and keeps complete control of the personal data.
- 34.6. In the event that upMention processes personal data outside the European Economic Area, these data will only be processed in countries that have an adequate protection regime offering suitable safeguards and where Data Subjects have enforceable rights and effective



- remedies at their disposal.
- 34.7. upMention will inform the Client without delay if a competent government body or other body has made a request for the disclosure of personal data based on the law. If upMention has to disclose personal data pursuant to a legal obligation, upMention will verify the basis of the request and the identity of the requester and informs the Client about this immediately, if possible prior to the disclosure.
- 34.8. upMention does not disclose personal data to third parties without the Client's prior consent.

Article 35. Data Subject rights

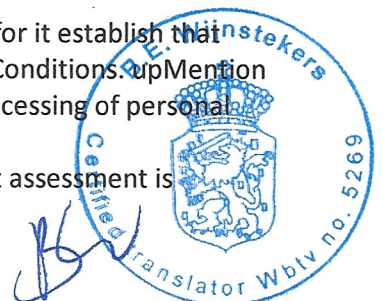
- 35.1. If a Data Subject submits a request for access to, correction of or removal of personal data to upMention, or wants to exercise any other right, upMention will notify the Client of this. The Client must process the Data Subject's request itself.

Article 36. Sub-processors

- 36.1. By entering into the Agreement with upMention, the Client agrees that upMention may engage a third party to perform the Agreement, that this third party processes personal data on upMention's instructions and that this third party must therefore be considered to be a sub-processor.
- 36.2. upMention will conclude an agreement with its sub-processor in which the sub-processor is at least bound to the same obligations that upMention has to the Client under these General Terms and Conditions.
- 36.3. Special personal data will not be shared with sub-processors.

Article 37. Security measures

- 37.1. upMention will take any technical and organisational measures to secure the personal data against loss or any other form of unlawful processing. Taking into account the state of the art and the implementation costs, these measures guarantee an appropriate level of security, taking into consideration the risks that come with the processing and the nature of the personal data.
- 37.2. The security measures include:
- a. using systems with strong passwords to prevent unauthorised parties gaining access to systems;
 - b. data that are disclosed to upMention will be stored in a secured online environment;
 - c. timely software updates and backups on secured data carriers;
 - d. using secured network connections;
 - e. periodic inspections of the security measures taken;
 - f. email messages and/or other documents in which Data Subjects' personal data are included will, in principle, not be printed. If something does need to be printed, then the document will be stored in a locked cabinet or the document will be destroyed directly after use;
 - g. physical protection of IT facilities, appliances and of the data server against access by unauthorised parties and against damage and outages.
- 37.3. If changes are made to security measures, upMention will notify the Client of these changes.
- 37.4. The Client will only make personal data available to upMention for processing after it has ascertained that the requisite security measures are in place.
- 37.5. upMention provides the Client with any information the Client needs for it establish that upMention is meeting its obligations under these General Terms and Conditions. upMention will deal with all of the Client's information requests regarding the processing of personal data quickly and properly.
- 37.6. If, in the context of processing personal data, a data protection impact assessment is



necessary, upMention will lend its cooperation to this.

Article 38. Audit

- 38.1. During the Agreement, the Client is entitled to have the agreed security measures assessed by an independent ICT expert by means of an audit. The Client will notify upMention about the audit at least 2 weeks prior to it in writing or via an email, stating that an audit is going to be carried out and the party carrying out the audit. The Client must oblige the independent ICT expert to observe the confidentiality of any confidential information and personal data which it receives access to during the audit by means of a confidentiality agreement.
- 38.2. The audit costs will be borne by the Client.
- 38.3. upMention guarantees that it will lend its cooperation to the audit. The audit's results will be discussed by the parties in order to draw up an improvement plan, should that be necessary.

Article 39. Data breach

- 39.1. upMention will endeavour to do everything in its power to prevent data breaches. Despite all the security measures taken, upMention cannot guarantee that no data breaches will occur.
- 39.2. If a security incident occurs in connection with the personal data processing, during which personal data of a sensitive nature are breached or as a result of which there is, for another reason, a serious adverse effect on the protection of the processed personal data, then upMention will notify the Client of this as soon as possible and within 48 hours at the latest. The Client must judge for itself whether the data breach is so serious that it has to report it to the Data Protection Authority and is itself responsible for promptly reporting a serious data breach.
- 39.3. If there is a data breach that has adverse consequences for the privacy of Data Subjects, then the Data Subjects must be notified about this, unless there is a legal exception. The Client is responsible for assessing whether there is a data breach as described above and for reporting such data breach to Data Subjects. If, based on legislation and regulations, upMention is obliged to do so, it will lend its cooperation to informing the Data Subjects.

Article 40. upMention's employees

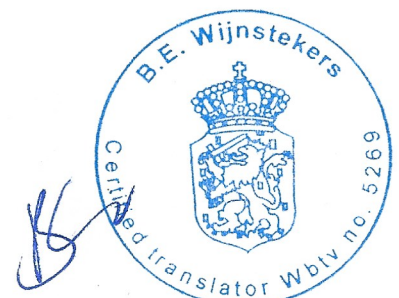
- 40.1. After termination of the Agreement, the obligations of confidentiality arising from these General Terms and Conditions will continue to be effective.
- 40.2. An employee of upMention only has access to those personal data that are strictly necessary for the employee to carry out the activities. The access rights of an upMention employee will be blocked immediately if, in terms of performing the Agreement, access to the personal data is no longer necessary or once an employee no longer works at/for upMention.
- 40.3. upMention is obliged to keep personal data made accessible by the Client confidential and to impose this obligation on its employees as well. This obligation does not apply in so far as a statutory provision or judgment obliges upMention to make any kind of disclosure. Employees sign a confidentiality agreement or the obligation to maintain confidentiality is elaborated in the employment contract, the staff manual or the contract for services or other contracts that the employee has concluded with upMention.
- 40.4. upMention will regularly check to see whether its employees act in conformity with these General Terms and Conditions.

Article 41. Making available and removing personal data

- 41.1. At the Client's first request, upMention will make all personal data available to the Client.
- 41.2. At the Client's first request, upMention is obliged to fully and irreversibly remove all personal data.
- 41.3. After termination of the Agreement, upMention will delete all personal data.

Article 42. Liability

- 42.1. If the Client does not use the Service correctly and/or performs acts using the Service that are contrary to the GDPR and/or other regulations in which requirements are laid down regarding the processing of personal data, then upMention is not liable for that. upMention is never responsible for penalties imposed on the Client in connection with personal data processing.
- 42.2. If upMention is obliged to pay compensation to one or more Data Subjects due to a violation of the GDPR, then upMention has a right of recourse against the Client and the Client is obliged to compensate upMention for this damage, with the exception of damage that arises because upMention did not comply with the obligations of the GDPR that are specifically meant for processors or because upMention has acted without taking account of the Client's instructions or contrary to them, on the understanding that upMention's liability is at all times limited to what is included in article 25.16 of these General Terms and Conditions.
- 42.3. Liability on upMention's part due to an attributable failure to comply with this section of these General Terms and Conditions only arises when the Client has sent a written notice of default to upMention in which upMention's failure is clearly described and upMention is given a reasonable term within which it can still comply with its obligations and upMention attributably does not respond to this notice of default. If compliance is permanently impossible, then a notice of default will not have to be sent.



ROTTERDAM, THE NETHERLANDS, 3 NOVEMBER 2023

The undersigned, Ms Bianca Elizabeth Wijnstekers, sworn translator for the English language, certifies that the English text is a true and accurate translation of the original Dutch text, a photocopy of which is attached to this translation.

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