

GENERAL TERMS AND CONDITIONS FOR ADVERTISING SALES

Dated: June 2024

1. Definitions

1.1 The following definitions shall have the following meaning in these general terms and conditions for advertising sales (the “**Terms**”) unless the context otherwise requires:

“Advertisement(s)”	means the Podimo Products and/or Client Products, as the case may be, as specified in the Sales Quote.
“Advertiser”	means the Advertiser specified in the Sales Quote.
“Advertiser IP”	means Advertiser’s name(s), brand(s), trademark(s) and any other Intellectual Property Rights of Advertiser or its licensors and featured in the Campaign.
“Advertising Standards”	means: (i) any relevant industry codes of practice or voluntary standards in respect of advertising, sponsorship and other forms of promotion (as applicable); (ii) any ruling or notes of guidance issued by a regulatory body in the relevant territory thereabout; and (iii) any advertising and sponsorship guidelines published or otherwise issued by Podimo and made available to the Client; and in each case as amended, varied or replaced from time to time.
“Agency”	means the media buying agency (if there is one) acting on behalf of the Advertiser, as specified in the Sales Quote.
“Applicable Laws”	means the laws of the Netherlands.
“Billboard(s)”	means a sponsor mention produced by Podimo and published as dynamic ad(s) at the beginning of episode(s) of the Podcast(s) (such as: “ <i>This episode of [PODCAST TITLE] has been made possible by [SPONSOR]</i> ” or similar message).
“Campaign”	Means the campaign in relation to the Advertisement(s), as set out in the Sales Quote and further detailed in the Campaign Plan.
“Campaign End Date”	means the last date of the Campaign as may be specified in the Sales Quote or otherwise communicated or confirmed by Podimo.
“Campaign Plan”	mean the plan for implementing the Advertisement(s) as per the Campaign as prepared by Podimo, as shared with Client for review and approval.
“Campaign Period”	means the period as of the Campaign Start Date until end of the Campaign End Date as specified in the Sales Quote or Campaign Plan; or as otherwise communicated or confirmed by Podimo.
“Campaign Start Date”	means the launch date of the Campaign as may be specified in the Sales Quote or otherwise communicated or confirmed by Podimo.
“Client”	means the buyer of the Product(s) which shall be either: (i) the Agency acting on behalf of the Advertiser; or (ii) where there is no Agency, the Advertiser.
“Client Midroll(s)”	means pre-recorded audio fragments produced by Podimo and inserted as dynamic ad(s) within episode(s) of the Podcast(s).
“Client Pre- & Postroll(s)”	means pre-recorded audio fragments produced by Client and delivered by Client to Podimo for such to be inserted as dynamic ad(s) before and after episode(s) of the Podcast(s).
“Client Products”	means Client Pre- & Postroll(s) and Client Midroll(s).
“Data Protection Laws”	means the following laws as applicable from time to time, together with any amended or successor laws thereto: (i) national laws implementing the Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC); (ii) the General Data Protection Regulation (2016/679) (“ GDPR ”) and any subsequent regulation which replaces any European Directive; and (iii) any other national privacy and/or data security law or regulations relating to the processing of personal data, including where applicable the guidance and codes of practice issued by a local regulator with competent authority.

“Fees”	means the consideration payable by Client to Podimo for the Product(s), as specified in the Sales Quote.
“Force Majeure”	means any event beyond the reasonable control of either Podimo or the Client, as applicable, and shall include (but not by way of limitation) strikes, lockouts, riots, sabotage, acts of war, terrorism, hostilities or piracy, destruction of essential equipment by fire, explosion, storm, flood, earthquake, and delay caused by failure of power supplies or transport.
“Intellectual Property Rights” (or “IPR”)	means patents, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in designs and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
“Order”	means a booking request made by Client to Podimo (or its advertising sales partner) which form basis for the Sales Quote issued by Podimo to the Client.
“Podcast(s)”	means the podcast(s) as specified in the Sales Quote.
“Podcaster(s)”	means the creator(s) and/or host(s), as the case may be, of the Podcast(s).
“Podimo”	means Podimo Netherlands B.V. or Dag en Nacht Media B.V., or its advertising sales partner; in each case as designated in the Sales Quote.
“Podimo Guidelines”	means advertising and sponsorship guidelines published or otherwise issued by Podimo and provided to the Client from time to time;
“Podimo Products”	means Podimo Pre- & Postroll(s), Podimo Midroll(s), Billboard(s), Social Post, Sponsored Episode and Sponsorships.
“Product(s)”	means the Podimo Products and Client Products offered from time to time and as specified in the Sales Quote.
“Podimo Pre- & Postroll(s)”	means pre-recorded audio fragments produced by Podimo and published as dynamics ads immediately before and after episode(s) of the Podcast(s).
“Podimo Midroll(s)”	means pre-recorded audio fragments produced by Podimo and inserted as dynamics ad(s) within episode(s) of the Podcast(s).
“Sales Quote”	means the commercial deal terms of a Campaign as offered by Podimo to the Client based on the Order and subject to these Terms.
“Sponsored Episode”	means the creation of a branded/sponsored full episode of the Podcast(s), which is published within the normal feed of the Podcast(s)
“Social post”	means the creation and publishing of a social post on one of the social channels of the Podcast(s) (such as a TikTok or Instagram channel of the Podcast; but this does not include the personal social channels of the Podcaster(s).
“Sponsorships”	means a native segment produced by Podimo and integrated in the Podcast(s) by the Podcaster(s) combining mention of personal views/thoughts with the sponsor mention within the relevant episode(s).

2. Agreement

- 2.1 These Terms, together with the Sales Quote and the Campaign Plan, shall form the agreement between Podimo and Client in relation to the Campaign (the **“Agreement”**).
- 2.2 By placing an Order, the Client accepts in full these Terms. Unless the booking request expressly states otherwise, to the extent that there is any conflict between the booking request and these Terms, these Terms shall take priority.
- 2.3 The Agreement is entered into between Podimo and the Client through the Client’s acceptance of the Sales Quote.
 - 2.3.1 Podimo will provide the Client the Sales Quote based on the Order. For clarity, Podimo is not obligated to accept an Order submitted by the Client.

- 2.3.2 The Sales Quote is valid for maximum 30 days, unless otherwise expressly stated therein. The Client is to revert to Podimo on the Sales Quote within the designated days. If the Sales Quote is not approved by the Client within this period, the Sales Quote will lapse.
- 2.4 By approving the Sales Quote, Client agrees and undertakes to:
 - 2.4.1 pay the Fees specified in the Sales Quote on the dates due for payment;
 - 2.4.2 respond in good faith to questions and requests for information, review and approval raised by Podimo in a timely manner (including, without limitation, to meet relevant deadlines for the brief of the Campaign, feedback on set-up of a Sponsorships etc.); and
 - 2.4.3 not, and to not authorise others to, distribute or utilise for any commercial purposes any content of the Podcast(s) unless expressly permitted under this Agreement or other licence agreement.
- 2.5 Following Client's approval of the Sales Quote, Podimo shall:
 - 2.5.1 provide the Client with a briefing form to be filled out and provided to Podimo;
 - 2.5.2 prepare the Campaign Plan, based on the Sales Quote and the details in the briefing form, and share such with the Client for approval; and
 - 2.5.3 thereafter, implement the Campaign as per the Campaign Plan, and inform and consult with the Client in case of any substantial changes are necessary during the implementation,and Client undertakes to provide timely input to Podimo during the steps outlined in clauses 2.5.1 - 2.5.3 above in order for Podimo to be able to perform hereunder; and Podimo shall not be held liable for non-performance on its part caused by Client's delay or omission in this respect. Furthermore, the Client acknowledges and agrees that: (i) due to such delay or omission and the timing thereof, Podimo may not be able to sell the relevant commercial inventory to be utilised per the Campaign Plan to another party; and (ii) in such case, Podimo (acting reasonably) reserves the right to charge the Client the full amount of the Fees for the Campaign.
- 2.6 Before implementation of the Campaign Plan, Podimo shall allow the Client the opportunity to review the Product(s) produced for the Campaign and request reasonable changes (on feedback round only) before implementation of the Campaign Plan provided that:
 - 2.6.1 the Parties have specifically agreed on the Client having such opportunity; or
 - 2.6.2 where Podimo, considering the specific case and Product(s), deems it commercially reasonable and practically possible, to allow the Client such opportunity before implementation of the Campaign Plan.
- 2.7 Notwithstanding clause 2.6, the Parties acknowledge and agree that:
 - 2.7.1 Sponsorships are native messages that are fully integrated in the Episodes and that there cannot be any feedback round before transmission;
 - 2.7.2 Podcaster(s) shall, subject to the briefing, have creative freedom in relation to a Sponsorship; and
 - 2.7.3 in case of any factual inaccuracies mentioned in a Sponsorship, the Parties shall work together to seek suitable solution(s), including incorporating feedback on the recorded Episode into the next Episode.
- 2.8 After the Campaign Period, Podimo will share with the Client a performance report in relation to the Campaign.
- 2.9 Where the Client is an Agency acting on behalf of an Advertiser, the Agency warrants and represents that:
 - 2.9.1 it contracts with Podimo as principal and undertakes to perform all obligations under this Agreement as principal, notwithstanding that it may also be acting as an advertising agency or media buyer or in some other representative capacity;
 - 2.9.2 it is authorised to represent and bind the Advertiser named in the Order and has all relevant authority from the Advertiser that is necessary for the Agency to perform the Client's/Advertiser's obligations under the Agreement; and
 - 2.9.3 it undertakes to indemnify Podimo against any claims, liabilities, losses, damages, fees and expenses of any kind suffered or incurred by Podimo as a result of the Agency's breach of the warranties contained herein or any claim or action made against Podimo by the Advertiser in relation to any matter under this Agreement.

3. Placement and transmission

- 3.1 Podimo has, and will continue to have, complete editorial control of the Podcast(s) and thereby be responsible for any and all aspects of the Podcast(s), including the content therein.
- 3.2 Podimo does not guarantee or warrant: (i) the exact times and/or dates of transmission of the relevant Podcast(s) or date(s) of insertion of Advertisement(s) therein; or (ii) that the Advertisements will not be available after the Campaign End Date. However, Podimo will use all commercially reasonable endeavours to comply with the Sales Quote and the Campaign Plan in this regard.

- 3.3 Except as expressly agreed upon, positioning of an Advertisement is at the sole discretion of Podimo, and Podimo will not be prohibited from also carrying advertisements for any product or business competitive to the product or business of the Advertiser. No protection against proximity of competitive products is given to the Client.
- 3.4 Podimo reserves the right to refuse Advertisement that it deems, acting reasonably, does not comply with Applicable Laws or Advertising Standards; and in such case the Client agrees to work together with Podimo in good faith to resolve and mitigate any issues in this regard. Further, Podimo may, without liability to the Client, stop transmission of Advertisement(s) or otherwise cease to make available any of the Podcast(s) carrying such Advertisement(s) to comply with Applicable Laws.

4. Performance and Recourse

- 4.1 If Podimo fails to: (i) publish the correct version of an Advertisement; or (ii) if an Advertisement as per the Campaign Plan (or in the event of any other failure, technical or otherwise, of such Advertisement appearing as provided in such Campaign Plan), Podimo's liability will be limited (at the option of Podimo) to either:
- 4.1.1 publishing the Advertisement as soon as is reasonably practicable in the period following the period during which the Advertisement was scheduled to run on the Podcast(s); or
- 4.1.2 refund to the Client that proportion of the Fee which relates to that Advertisement(s) which were not provided or, if the relevant amounts were not paid by or on behalf of the Client, agree that such amounts will not be due or payable.

Save for the recourse provided above or otherwise expressly set forth in these Terms, Podimo is not obligated to provide any makegood and shall have no further obligations with respect to transmission of such Advertisement.

5. Cancellation

- 5.1 A Sales Quote, that has been approved by the Client, may be cancelled by either party provided that notice in writing is provided to the other party not less than ninety (90) days before the Campaign Start Date.
- 5.2 Cancellation requests must be submitted in writing (email shall suffice) and sent to the contact person(s) of the other party designated on the Sales Quote.
- 5.3 Cancellation requests by the Client within ninety (90) days before the Campaign Start Date shall be considered by Podimo and may be accepted at Podimo's absolute discretion subject to the following cancellation charges that apply to the Fee in the Sales Quote:

Time of cancellation	Cancellation charge
Over sixty (60) days from Campaign Start Date	25% of Fees
Within thirty-one (31) to fifty-nine (59) days from Campaign Start Date	50% of Fees
Within thirty (30) days of Campaign Start Date	100% of Fees

- 5.4 The Client shall settle any due amounts resulting from cancellation in accordance herewith within thirty (30) days following the date of cancellation.

6. Intellectual Property Rights

- 6.1 All Intellectual Property Rights in the Advertiser IP shall remain the property of the Advertiser; and all IPR of Podimo (or its licensors) incorporated in or otherwise utilised in connection with the Campaign (including the Podcast(s)) shall remain the property of Podimo (or its licensors). Without derogating from the aforementioned, the IPR in the relevant Products in the Campaign shall be held by (or allocated between) the respective party (being either the Advertiser or Podimo (or its licensors)) as per the following:

Product	Ownership of IPR
Client Pre- & Postroll(s)	Ownership of IPR is the property of Advertiser
Client Midroll(s)	Ownership of IPR is the property of Advertiser
Podimo Pre- & Postroll(s)	Ownership of IPR is the property of Podimo
Podimo Midroll(s)	Ownership of IPR is the property of Podimo
Billboard(s)	Ownership of IPR is the property of Podimo
Social Posts	Ownership of IPR is the property of Podimo
Sponsored Episode	Ownership of IPR is the property of Podimo

Sponsorships	Ownership of IPR is the property of Podimo
--------------	--

- 6.2 The Client hereby grants to Podimo a worldwide, non-exclusive, royalty-free licence to reproduce and display the Advertiser IP for the purpose of allowing Podimo to comply with its obligations under the Agreement, including to display, transmit or otherwise publish the Advertiser IP included in the Campaign.
- 6.3 The Client represents and warrants that it owns or obtained all necessary rights to the Advertiser IP and the grant of rights to Podimo and Podimo's use of such Advertiser IP shall not violate any right(s) of a third party, and Client agrees to defend, indemnify and hold harmless Podimo from and against all damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) relating to any claim, action, suit or proceeding brought by a third party based on any actual or alleged breach by Client of its representations and warranties included in this paragraph.
- 6.4 Nothing in this Agreement shall be construed as preventing Podimo, on or its own or with third parties, from producing, distributing or promoting content/elements with a concept the same as or similar to the basic concept of any Advertisement or Campaign.

7. Fees and Payment Terms

- 7.1 Podimo or its advertising sales partner, as applicable, will invoice the Client for the Campaign as per the provisions herein. If the Agency is signing this Agreement for and on behalf of the Client, all invoices shall be sent to the Agency as principal for payment, unless otherwise agreed between Podimo and the Client.
- 7.2 The applicable Fees are stated in the Sales Quote. The invoice in respect of Fees will be issued to Client following the Campaign Start Date, unless otherwise agreed between Podimo and the Client.
- 7.3 Payment of the Fees shall be made in full (and in the currency outlined on the invoice) within thirty (30) days from the date of the invoice.
- 7.4 Podimo reserves the right to apply an interest charge on late payments at a rate per the maximum rate permitted by Applicable Law from time to time, upon such amounts from the date such amounts were due until the date of actual payment and shall be without prejudice to any other rights or remedies Podimo may have against the Client. Such interest shall accrue on a daily basis and be compounded quarterly.
- 7.5 The Client shall not be entitled to make any deduction, retention or to claim any rights of set off or to make any counterclaim in any proceedings brought by Podimo in respect thereof.

8. Warranties and Representations

- 8.1 Each party represents and warrants that it has the full power and authority to enter into this Agreement, is duly organised, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, and has the rights necessary to execute, deliver and perform its obligations under this Agreement.
- 8.2 Podimo warrants, represents and undertakes that:
- 8.2.1 it shall not use, or permit the use by any third party, any Advertiser IPR except as expressly authorised by this Agreement; and
- 8.2.2 it has the right, power and authority to:
- (i) market and sell the commercial inventory of the Podcast(s) (as specified in the Sales Quote and/or Campaign Plan); and
 - (ii) perform its obligations in relation to such commercial inventory as specified and agreed with the Client in the Sales Quote.
- 8.3 Client warrants, represents and undertakes that:
- 8.3.1 it shall not use, or permit the use by any third party, any IPR of Podimo except as expressly authorised by this Agreement;
- 8.3.2 the Advertiser IP and any other activities of or content, copy or materials supplied by Client or for which Client is responsible shall:
- (i) not infringe the IPR, rights of publicity, rights of personality, rights of privacy, rights to any payment of royalties or other rights of any other third party; and
 - (ii) not contain any material that is unlawful, harmful, offensive, fraudulent, false, misleading, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically, or otherwise objectionable, including, without limitation, any material that encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any Applicable Law or the Advertising Standards.

8.3.3 it shall be solely responsible for ensuring that the description of the Advertiser's products and services featured in the Campaign, including the depiction of the performance or functionality of such products and services, shall comply with Applicable Laws, the Advertising Standards and shall not be misleading in any way.

8.4 Client further warrants, represents and undertakes that where it has provided material for the Campaign to Podimo, it has obtained or will be responsible for obtaining and paying for all IPR and all appropriate consents, permissions, clearances and licences to permit the use, reproduction, display, transmission and distribution of such material as part of the Campaign Plan. Client acknowledges and agrees that if it becomes aware of any breach of warranty under this clause, it will notify Podimo immediately; and, in such event, Podimo shall have the right to, without liability towards the Client, remove any materials from further display, transmission or publication on the Podcast(s).

9. Indemnities

9.1 Client agrees to, and shall, indemnify, defend and hold harmless Podimo from and against any and all losses, actions, claims, costs, liabilities, judgments, damages and/or expenses arising from or relating to: (i) any breach of any warranty given by the Client contained in this Agreement; and/or (ii) any claim made against Podimo for actual or alleged infringement of a third party's IPR arising out of or in connection with any use which is not in accordance with the rights granted under this Agreement.

9.2 Podimo agrees to, and shall, indemnify, defend and hold harmless Client from and against any and all losses, actions, claims, costs, liabilities, judgments, damages and/or expenses arising from any third-party claim that any Intellectual Property Rights provided by Podimo and used in the manner prescribed by Podimo infringes the copyright of any third party.

9.3 The indemnification obligations in this clause are expressly conditioned on the indemnified party:

9.3.1 notifying the indemnifying party promptly in writing of each such claim, and in any case not later than fourteen (14) days after it receives notice of the claim;

9.3.2 giving to the indemnifying party sole control of the defence and any settlement negotiations with regard to such claim; and

9.3.3 giving the indemnifying party the information, authority, and assistance it needs to defend against or settle the claim,

provided always that Podimo will have sole control of the defence of third-party claims in relation to infringement of the Podcast(s) and Client shall be solely responsible for its own legal and other professional fees, costs and expenses with respect to the same.

9.4 Client agrees that it may not, without Podimo's prior written consent (which shall not be unreasonably withheld or delayed), enter into any settlement or compromise of any claim that results in any admission of liability or wrongdoing on the part of Podimo.

10. Liability

10.1 Nothing in this Agreement shall limit or exclude either party's liability for: (i) death or personal injury resulting from such party's negligence, (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded or limited by Applicable Laws.

10.2 To the extent permitted by Applicable Laws, neither party shall be liable in any circumstances whether in contract for any:

10.2.1 any loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realise anticipated savings; or

10.2.2 any loss of goodwill or reputation; or

10.2.3 any indirect or consequential loss or damage whatsoever,

suffered or incurred by the other party and arising out of or in connection with this Agreement.

10.3 Under no circumstances shall the Client be entitled to any injunctive relief against Podimo with respect to this Agreement or any rights granted and agrees that its sole and exclusive remedy under the Agreement shall be an action in damages or a claim under the indemnity under clause 9.

10.4 This clause 10 shall not limit the Client's liability to pay to Podimo any payment properly owing to Podimo pursuant to this Agreement.

10.5 If Podimo, for any reason whatsoever, fails to publish any Advertisement as per the Campaign Plan (or in the event of any other failure, technical or otherwise, of such Advertisement appearing as provided in such Campaign Plan), Podimo's liability will be limited (at the option of Podimo) to either:

10.5.1 publishing the Advertisement as soon as is reasonably practicable in the period following the period during which the Advertisement was scheduled to run on the Podcast(s); or

- 10.5.2 refund to the Client that proportion of the Fee which relates to that Advertisement(s) which were not provided or, if the relevant amounts were not paid by or on behalf of the Client, agree that such amounts will not be due or payable.

11. Term and Termination

- 11.1 The term of the Agreement shall commence upon confirmation of the Sales Quote and remain in force until the end of the Campaign End Date, unless terminated earlier pursuant to this Agreement. Except as expressly set out in this Agreement, any renewal of this Agreement and acceptance of any additional Sales Quote will be at Podimo's sole discretion.
- 11.2 Either party may terminate this Agreement, upon written notice to the other party, at its discretion, if:
- 11.2.1 the other party commits a material breach of this Agreement and, if remediable, it fails to remedy such breach within seven (7) days after written notice from the other party requiring it to do so; or
- 11.2.2 the other party becomes insolvent or makes any assignment for the benefit of creditors or similar transfer evidencing insolvency, or suffers or permits the commencement of any form of insolvency or receivership proceeding, or has any petition under bankruptcy law filed against it, which petition is not dismissed within thirty (30) days of such filing, or has a trustee or receiver appointed for its business or assets or any part thereof.
- 11.3 Podimo shall have the right to immediately terminate this Agreement if the Client:
- 11.3.1 fails to pay any sum due; or
- 11.3.2 engages in any unlawful act or otherwise detrimental or derogatory practice which Podimo believes in its reasonable judgement could cause disrepute to Podimo or the relevant Podcast(s).
- 11.4 Neither party shall be deemed to be in breach of this Agreement or otherwise held responsible for loss or damage caused by delay or failure to perform undertakings hereunder when such delay or failure is due to an event of Force Majeure provided that the relevant event was beyond their control, prompt notice of such event is given, all reasonable steps (if any) to provide against such event had been taken. If a party is prevented from performing its obligations under this Agreement for more than fourteen (14) consecutive days as a result of an event of Force Majeure, the other party shall be entitled to suspend this Agreement; provided, however, that if any event of Force Majeure continues for sixty (60) consecutive days or more, either party shall have the right to terminate this Agreement without liability.
- 11.5 Under no circumstances shall Client be entitled to any injunctive relief against Podimo with respect to this Agreement or any Sales Quote and agrees that its sole and exclusive remedy under the Agreement shall be an action in damages.
- 11.6 No termination of this Agreement will affect any provision of this Agreement expressed to have effect after such termination or any rights which either party may have against the other subsisting at or accrued prior to the time of termination.
- 11.7 Termination or expiry of this Agreement and of any Sales Quote, in whole or in part, shall not affect any accrued rights or liabilities of a party at such time. In particular, upon termination of this Agreement for any reason the Client shall remain liable for any amount due under a Sales Quote for a Campaign (or part thereof) already transmitted by Podimo and such an obligation to pay shall survive the termination of this Agreement.

12. Confidentiality

- 12.1 The Parties agree that each shall treat as confidential any of the terms and conditions of this Agreement or any other confidential information which either party may disclose to the other in connection with this Agreement. All confidential information provided by a Party shall be used by the other Party solely for the purpose of this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to information that:
- 12.1.1 is publicly available when providing or which thereafter becomes publicly available other than in contravention of this provision; or
- 12.1.2 is required to be disclosed:
- (i) by a regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party;
- (ii) as part of normal reporting or review procedure to the disclosing party's parent company, auditors, shareholders, and legal representatives; or
- (iii) is required to a party's investors or to persons who are bona fide considering an investment in such a party, providing such persons have entered into confidentiality agreements in favour of the disclosing party.

13. General

- 13.1 When processing personal data in the context of this co-operation, each party shall respect the obligations set out in this Agreement, the obligations under Data Protection Laws, and the obligations set out in the respective party's privacy statement. The parties are separate controllers of processing, each party being able to determine the purposes and

means of processing the personal data under its control in accordance with its privacy statement. Further, the parties acknowledge that their collaboration under this Agreement may expand and evolve over time and, hence, agree to continuously evaluate whether additional provisions will need to be agreed upon in view of Data Protection Laws, and the parties agree to collaborate in good faith should that become necessary.

- 13.2 Nothing in this Agreement shall be so construed as to constitute the Client and Podimo as principal or agent, employer or employee, partners or joint venturers, nor shall any similar relationship be deemed to exist between the parties.
- 13.3 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of such rights or remedies. A waiver of a breach of any term of this Agreement or a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. If any portion of the Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining portion shall be valid and enforceable.
- 13.4 Podimo reserves the right to make changes to the Terms at any time and in its discretion upon fourteen (14) days' notice. In the event of such change(s), the applicable Terms shall be those in force at the time of transmission or publication. The Client shall, by serving notice to Podimo within seven (7) days of receiving notice of such a change, be entitled to cancel any Sales Quote to which the then changed Terms would otherwise be applicable.
- 13.5 The Client may not assign this Agreement, in whole or in part, or re-sell or transfer any of its rights hereunder, without Podimo's prior written consent.
- 13.6 Any notices under this Agreement will be sent by email to, in case of notice to Podimo, the address set out in the Sales Quote and, in case of notice to the Client, the email as by Podimo to share the Sales Quote with the Client.
- 13.7 This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter.
- 13.8 This Agreement will be governed by and construed in accordance with the laws of the Netherlands and the parties agree to be bound by the exclusive jurisdiction of the Dutch courts.

* * *