

Date: 27 October 2014

**Subject: General Terms and Conditions of Clipit News B.V.**

#### Clause 1. Definitions

1.1. "Principal": any (legal) person who has concluded or wishes to conclude an Agreement with the Contractor, as well as its representative(s), agent(s), successor(s) in title and heir(s).

1.2. "Contractor": the private company with limited liability under Dutch law Clipit News B.V.

1.3. "Agreement": any agreement between the Principal and the Contractor in respect of services offered by the Contractor.

1.4. "General Terms and Conditions": these general terms and conditions.

#### Clause 2. Applicability

2.1. These General Terms and Conditions shall apply to all Agreements and offers relating to services offered by the Contractor.

2.2. The services offered by the Contractor are services in the area of media monitoring. The monitoring that is done for and on behalf of the Principal depends on the type of service that is chosen and may (also depending on the type of service that is chosen) be determined by the Contractor or by the Principal.

2.3. The applicability of any general conditions of the Principal to any Agreement is expressly rejected.

2.4. The Contractor shall have the right unilaterally to change these General Terms and Conditions. Changes shall also apply to any already concluded Agreements. Any changes to these General Terms and Conditions shall be notified to the Principal in writing or by e-mail, and shall enter into force and effect thirty (30) days after the aforesaid notification, unless another date is stated in the notification. At each change of the General Terms and Conditions the Principal shall have the right to terminate the Agreement with due observance of a notice period of thirty (30) days.

2.5. If any provision of the Agreement or these General Terms and Conditions turns out to be void, voidable or otherwise invalid, this shall not prejudice the validity of the entire Agreement or these General Terms and Conditions.

#### Clause 3. Offer

3.1. All offers of the Contractor shall be without engagement, unless - and then only in so far as - expressly stated otherwise by the Contractor in writing. If a Principal wishes to conclude an Agreement on the basis of an offer, the Principal shall notify the Contractor thereof. An Agreement on the basis of a request of the Principal shall not come about until after the Contractor has confirmed this to the Principal in writing.

3.2. The applied prices shall periodically (in principle on 1 January and/or 1 July) be reviewed by the Contractor on the basis of wage and price developments. The Contractor shall inform the Principal of any price increase at least thirty (30) days prior to the effective

date of that increase by sending a notification to that effect to the first contact mentioned in the closed section of the website of the Contractor.

#### Clause 4. Execution

4.1. The Contractor shall endeavour to execute the Agreement to the best of his insight and ability and in accordance with the requirements of good workmanship.

4.2. The Contractor does not guarantee that with the work (always) a specific result (desired by the Principal) is achieved.

4.3. The Contractor shall have the right to let certain activities be carried out by third parties. The Contractor shall not be liable for any damage on the part of the Principal associated with or caused by work undertaken by those third parties.

4.4. The Contractor shall for the provision of its services and for carrying out his work for and on behalf of the Principal make use of systems of third parties (cloud computing). The Contractor shall not be liable for any damage on the part of the Principal relating to or resulting from the use of such systems.

4.5. On its website - including but not limited to the restricted part thereof - the Contractor makes use of cookies. The information stored in cookies on the website of the Principal contains no personal information and is only used to improve the user experience. The Contractor grants the Principal - if and in so far as necessary - permission to store information that is obtained by means of the use of cookies.

4.6. The Principal shall at all times see to it that all information of which the Contractor indicates that it is necessary or that at any time becomes necessary, or of which the Principal should reasonably understand that it is necessary for the execution of the Agreement, will be provided to the Contractor in a timely manner. If the information required for the execution of the Agreement is not provided to the Contractor in time or at all, this shall fully be for the risk and account of the Principal and shall have no effect on the duration of the Agreement and/or the content of the services provided by the Contractor under the Agreement.

4.7 The contractor refers for the provision of its services and for carrying out its work for and on behalf of the Principal to websites of third parties. The Principal is responsible for any costs incurred to third-party websites for obtaining content.

#### Clause 5. Changes & Fair Use

5.1. If during the execution of the Agreement it is necessary for the proper execution of that Agreement to change or supplement the work that is to be performed, the parties shall in a timely manner and in mutual consultation adapt the Agreement accordingly.

5.2. The Principal may use the systems of the Contractor to change the settings of an instruction given by it and for making reports, analysis and/or graphs itself. In that a fair use policy applies, which fair use policy is determined entirely by the Contractor and may be revised by the Contractor from time to time.

5.3. Fair use as referred to in Clause 5.2 shall in any case include without limitation:

(i) The use of only one search term in an individual query, where 'query' is defined as a

unique brand name, company name, product name or general topic, variations of the search term in spelling or abbreviated or composition of that search term refined with word combinations [AND] and exclusions [NOT] that benefit the relevance of the results.

(ii) Not configuring queries in such a manner that more than 30,000 messages per month per search profile occur.

5.4. The Contractor expressly reserves the right to refuse a specific query, or temporarily or permanently to deny the Principal access to the systems of the Contractor if the Principal in conflict with the fair use policy makes use or attempts to make use of the systems of the Contractor.

## Clause 6. Contract Duration and Termination

6.1. Agreements are entered into for a definite period of time and cannot be terminated in the interim.

6.2. An Agreement will always be renewed for the same period as stated in that Agreement, save in case of a written notice of termination. In that a notice period of one month applies. This written notice of termination shall be effective as from the time of confirmation by Clipit.

6.3. In addition, the Contractor shall at all times have the right to cancel or terminate the Agreement with immediate effect if:

6.3.1. the Principal is declared bankrupt or a suspension of payments is granted to the Principal;

6.3.2. the Principal is in default with the performance of its obligations under the Agreement.

## Clause 7. Fees, PO Numbers, Payment Period & Collection Charges

7.1. All prices, offers, quotations and cost estimates shall be exclusive of VAT, unless stated otherwise. Invoicing for subscriptions will take place before the start of the subscription period.

7.2. If the Principal wishes to see stated on the invoice a so-called "PO number", it shall provide that PO number no later than 14 days after the provision of the instruction or the renewal of the Agreement. If the Principal remains in default with the provision of the PO number, the Contractor shall have the right to send the invoice to the Principal without a PO number, and the Principal shall be held to pay the invoice (without PO number) within 14 days.

7.3. Payment must be made within 28 days after the invoice date, in a manner to be specified by the Contractor and in the invoiced currency.

7.4. After expiry of the fatal payment period referred to in Clause 7.3 (or 7.2 respectively) of 28 days after the invoice date, the Principal shall be in default without any further payment reminder being required for that.

7.5. The Principal shall as from the moment of the commencement of the default be due interest on the amount that is due and payable. That interest amounts to 1% per month, unless the statutory commercial interest rate is higher, in which case the statutory

commercial interest shall be due.

7.6. In case of non performance by the Principal, the Contractor shall be free to suspend the performance of his obligations under the Agreement until such time that the Principal has performed its obligations - also including the obligations as then arisen under this Clause 7 - in full.

7.7. If the Principal fails to perform, or is in default with the performance of, one or more of its obligations, all reasonable costs of collection incurred to obtain payment in and/or out of court shall be for the charge of the Principal.

#### Clause 8. Copyrights and Other Intellectual Property Rights

8.1. All copyrights and other intellectual property rights relating to the services provided by the Contractor shall be vested in the Contractor. The Principal acknowledges these rights and will refrain from any infringement thereof.

8.2. In respect of all items on which any copyright or other intellectual property right rests, the rule applies that those rights will continue to be fully intact in case of re-use of the relevant goods.

8.3. The Contractor reserves the right to use any information and knowhow gathered for the execution of the activities for other purposes, in so far as in that no confidential information of the Principal will be disclosed to third parties. The Principal shall indemnify the Contractor against all claims of third parties concerning intellectual property rights, copyrights and ownership rights relating to the publication of the texts, images and other data provided by or from the side of the Principal to the Contractor.

#### Clause 9. Liability

9.1. The Contractor shall never be liable for any damage on the part of the Principal, unless that damage is caused by intent or gross negligence on the part of the Contractor.

9.2. The Contractor shall in no way be liable for any damage caused by:

9.2.1. errors or mistakes in any advice, materials and/or computerized files provided by the Contractor;

9.2.2. any no longer and/or not in time being available of any of its reports, news sources, (deep) links or cuttings at the time of monitoring;

9.2.3. use by the Principal of news information, texts, (deep) links, images or other data provided by the Contractor. The Principal shall indemnify the Contractor both in and out of court and in full against any claims and allegations by third parties holding that the Contractor infringes any (Intellectual) property rights of third parties, or is guilty of misleading or unauthorized advertising or commits any other wrongful acts or torts. The Principal shall take upon itself the defence against such claims, demands and allegations, and shall reimburse all costs incurred by the Contractor in connection with those claims and demands, and shall compensate any other damages of whatever nature. Reimbursement of such costs and compensation of such damages will be made by the Principal at the first specified written request of the Contractor;

9.2.4. any not being permitted of the services offered by the Contractor or the manner in which the services are provided by the Contractor;

9.2.5. any faults in the electronic services provided by the Contractor and by third parties, such as service providers, network operators and other telecommunication networks.

9.3. The Contractor shall in no event be liable for any consequential damage, indirect damage, loss of profits or any other damage caused by assistants and/or third parties called in by the Contractor in the performance of the Agreement.

9.4. If - with due observance of the preceding (sub)paragraphs of this Clause - for the Contractor at any time any liability arises for damage suffered by the Principal due to an imputable failure in the performance of the obligations under the Agreement by the Contractor, such liability shall in all cases be limited to the amount paid out under the liability insurance of the Contractor, which amount will in no event be more than at most the invoice value of that specific part of the Agreement to which the liability relates. A copy of the applicable liability insurance policy shall be available upon request.

9.5. Any damage for which the Contractor is liable under the preceding paragraph shall only be eligible for compensation if the Principal has notified the Contractor thereof within thirty (30) days after the damage has occurred.

#### Clause 10. Force Majeure

10.1. The Contractor shall not be liable in the event of force majeure. In these General Terms and Conditions the term "Force Majeure" shall, in addition to what is included therein in the law and in case-law, mean all external causes beyond the control of the relevant party, both unforeseen and foreseen, on which the Contractor cannot exert any influence but which prevents the Contractor from performing his obligations. Force Majeure shall in any case include: strikes, excessive absenteeism of staff, any (temporary) shortage of personnel, fire, operational and technical faults within the office of the Contractor or at external third parties called in by the Contractor, at the discretion of Clipit not having sufficient information or providing false information, or the lack of sufficient cooperation by the Principal.

10.2. In case of Force Majeure the Contractor shall have the right to dissolve the Agreement or to consider the Agreement as having been dissolved (in full or in part), or to cancel the (placement) instruction, without being held towards the Principal to pay any damages. Force Majeure is sufficiently covered by the exclusion of all liability.

10.3. The use of the news information provided by the Contractor to the Principal shall entirely be for the own risk of the Principal. The Contractor shall not be liable for any damage of the Principal arising from the use and (further) distribution by the Principal of that news information.

#### Clause 11. Confidentiality

11.1. The parties shall be held to observe strict confidentiality regarding any confidential information they have obtained from each other under the Agreement or from any other sources, regardless of whether it is in written or oral form and regardless from whom that information originates. Information shall be confidential if this is expressly stated by the other party or if it arises from the nature of the information.

11.2. The Contractor reserves the right to use the name of the Principal as a reference and to make it public as such.

## Clause 12. Transfer, Changes and Additions to the Agreement

12.1. Neither party shall have the right without the written consent of the other party to transfer any rights and/or obligations under the Agreement.

12.2. Any changes and/or additions to this Agreement shall only be valid if they have been agreed between the parties in writing.

## Clause 13. Competent Court and Governing Law

13.1. All Agreements between the parties and any obligations arising therefrom or related thereto shall be governed by Dutch law.

13.2. Any disputes arising from or relating to the Agreements and obligations and commitments referred to in the preceding paragraph, shall in the first instance exclusively be submitted for settlement to the District Court of Gelderland, Arnhem Location, the Netherlands.

## Clause 14. Obligation to Provide Information

14.1. Article 6:227b paragraph 1 of the Dutch Civil Code does not apply to any Agreements between the Principal and the Contractor acting in the exercise of a profession or business.

## Clause 15. Finding Place

15.1. These General Terms and Conditions have been filed at the Chamber of Commerce for Central Gelderland and are available on the website <http://www.clipit.nl>.

[Nijmegen, the Netherlands, 27 October 2014]