



GENERAL TERMS AND CONDITIONS OF SALE OF GLOBAL MEDIA & ENTERTAINMENT B.V.

1. Definitions

Advertising Standards:	the Dutch Advertising Code (<i>Nederlandse Reclamecode</i>) and other applicable legal requirements and rules regarding the content of advertisements and promotional messages.
Agreement:	the agreement between Global and the Client, whether or not concluded under a media-volume-discount-agreement and which – notwithstanding the provisions of Article 3.3 – is set out in Global's Order Confirmation or is formed via Programmatic Buying and to which these Terms and Conditions (including the Delivery Specifications) apply and of which they form part.
Artwork:	artwork, information and materials to be delivered by the Client which Global requires in order to deliver Production Services.
Bid Request:	an offer by Global of advertising space communicated to a Client via Programmatic Buying via automated systems and to which the Client may respond through a Bid Response.
Bid Response:	a bid by a Client for advertising space via Programmatic Buying in response to a Bid Request communicated to Global via automated systems.
Client:	the party issuing an Order or a Bid Response to Global.
Data Protection Legislation:	(i) Regulation (EU) 2016/679 ("General Data Protection Regulation") and the implementing regulations in force from time to time; (ii) the regulations in force in each jurisdiction in which EU Directive 2002/58/EC or replacement regulations are in force, and (iii) all other applicable national legislation or regulations concerning privacy, and other guidelines or usage rules to be issued by the regulator with regard to such regulations.
Data Subject:	has the same meaning as in the Data Protection Legislation.
Delivery Specifications:	the (technical) specifications applicable to delivery of Material or Artwork, as these read from time to time.
Display Period:	(a) in a traditional Location: the period from the end of the Posting Period to the start of the Removal Period; and (b) in a digital Location: the period and sequence mentioned in the Order Confirmation.
End Date:	the end date of a campaign mentioned in the Order Confirmation.
Fee(s):	the fee(s) specified in the Order Confirmation.
Global:	Global Media & Entertainment B.V. or, if applicable, one of its sister companies in the Global group which declares that these Terms and Conditions are applicable to its legal relationships with Clients.
Grantor:	a third party from whom Global has acquired the right to display advertisements in a Location.
Locations:	the locations where Global may display advertisements.
Material:	material intended for display by Global.
Order:	an order for advertising space and/or Production Services issued by the Client.
Order Confirmation:	the written (including email) confirmation of the Order from Global to the Client.
Parties:	Global and the Client.
Payment Date:	thirty (30) days after the invoice date, unless payment is made via direct debit, in which case the payment date is the day fourteen (14) weeks prior to the Start Date.



Personal Data:	has the same meaning as in the Data Protection Legislation.
Political Advertisement:	an instance of Political Advertising as defined in Article 3, paragraph 3 of the Regulation.
Political Advertising:	a message as defined in Article 3, paragraph 2 of the Regulation.
Political Advertising Service:	a service, as defined in Article 3, paragraph 5 of the Regulation, consisting of Political Advertising.
Posting Period:	the period applying to each type of Location during which Material is posted as defined on Global's website.
Production Services:	the services of design and/or production of Material.
Programmatic Buying:	the service by which the Client can enter into an Agreement with Global via real time bidding in automated systems.
Programmatic Buying Fee:	the fee payable by the Client in relation to an Agreement formed via Programmatic Buying, as indicated in the winning Bid Response accepted by Global.
Regulation:	Regulation (EU) 2024/900 of the European Parliament and of the Council of 13 March 2024 on the transparency and targeting of political advertising for each type of Location: the period during which Material is removed as defined on Global's website.
Removal Period:	advertising restrictions imposed by Grantors or Global's sales policy or Material Acceptance Policy as defined on its website.
Restrictions:	the Personal Data collected or received by a Party under the Agreement (i) where the other Party is a data controller (as defined in the Data Protection Legislation); or (ii) where the Data Subject whose Personal Data is obtained has supplied this Personal Data in the context of his/her relationship with the other Party (for example, employment).
Shared personal data:	a special implementation of a campaign that differs from the traditional format.
Spectacular:	the start date of a campaign mentioned in the Order Confirmation or Bid Request.
Start Date:	these terms and conditions of sale, as they read from time to time.
Terms and Conditions:	a working day in the Netherlands.
Working Day:	

2. **Applicability**

- 2.1. These Terms and Conditions apply to each offer, quotation, Bid Request and Order Confirmation from Global, to the provision of services by Global, to any media-volume-discount-agreement and to each Order, Bid Response and orders placed in Global's webshop. Any terms and conditions used by the Client do not apply. The Client may not rely on different or additional conditions unless Global has accepted them and on the understanding that such different and/or additional conditions do not affect the applicability of the remaining provisions of the Terms and Conditions and only apply to the Agreement for which this is expressly agreed in writing.
- 2.2. Global may amend these Terms and Conditions from time to time.
- 2.3. These Terms and Conditions are available in Dutch and English. In case of any inconsistencies between the Dutch text and the English text, the Dutch text shall prevail. The Dutch text is available on our website (www.global.com/nl/algemene-verkoopvoorwaarden).

3. **Conclusion of the Agreement**

- 3.1. Each offer, quotation and Bid Request from Global is free of obligation, does not bind Global and does not apply to a subsequent order or agreement, unless agreed otherwise in writing.



- 3.2. If a quotation or an offer from Global consists of a combined quotation, this does not mean that Global can be required to carry out part of the work covered by the quotation or offer in return for a corresponding share of the price quoted.
- 3.3. Except as provided for in Article 22.3 regarding Programmatic Buying, an Agreement between Global and the Client is formed if and when (i) Global has sent an Order Confirmation to the Client, the date of this confirmation being decisive, or – if this is earlier in view of the nature and/or scope of the work, no Order Confirmation will be sent by Global – (ii) Global has commenced the performance of the Agreement, or (iii) Global confirms an order which has been placed via its webshop with an Order Confirmation sent by e-mail. If, due to the nature and/or scope of the work, Global does not send the Client an Order Confirmation, the invoice also counts as written confirmation of the Agreement.
- 3.4. If the Client enters into an Agreement with Global for or on behalf of a third party, the Client guarantees that:
 - a) this third party has read the Agreement (including the Terms and Conditions and the relevant Delivery Specifications) and accepts the applicability of the Terms and Conditions, including the Delivery Specifications; and
 - b) the Client agrees with the third party in writing that the third party and the Client will be jointly and severally liable to Global for the fulfilment of all obligations arising from the Agreement, including but not restricted to all payment obligations with respect to Global and the Programmatic Buying Fee.

4. Display and content of Material

- 4.1. Global will display Material in the Locations during the Display Period. Global reserves the right to deviate from the Display Period by a reasonable number of days, unless the Parties have explicitly agreed that it is not possible to deviate from the agreed period. Global will remove Material or cease to display it after the Display Period but may choose to maintain Material in the Location after the End Date, at no cost to the Client.
- 4.2. Global gives no warranties as to the Locations where Material is displayed. At its own discretion, Global may replace planned Locations by other Locations of similar quality wherever Global considers necessary. In the case of advertising on modes of transport, Global gives no warranty as to the Locations or the Display Period.
- 4.3. Global may reformat Material or make minor changes to it in order to satisfy the requirements of a Grantor, to ensure compatibility with the type of Location or to correct minor variations between objects for the same type of Location. The provisions of this Article 4.3 shall not affect the Client's guarantees as set out in Article 4.8.
- 4.4. Global may take photos or videos of the campaigns and Material displayed by it for or on behalf of the Client and may reproduce, publish and make other use of such photos and videos, including – but not limited to – by sharing them on social media and via other communication channels (including its newsletter) and promotional materials, for example notebooks or a lookbook. To this end, the Client grants Global a non-exclusive, irrevocable global royalty-free licence under its intellectual property rights (including – but not limited to – copyright, trademark rights, design rights, portrait rights, personality rights, database rights and patent rights) to the Material and other aspects of its campaigns. If and insofar as third parties for or on behalf of whom the Client enters into the Agreement with Global are owners of (parts of) the Material, the Client also grants the aforementioned licence on behalf of such third parties. In the latter case, the Client guarantees that it is authorised to grant the licence mentioned in this Article 4.4 to Global in the name of the aforementioned third parties. The Client indemnifies Global in full for all costs incurred by Global, and all material damage and financial



loss, including all foreseeable and unforeseeable consequential loss, suffered by it, if it is confronted by a third party, including those third parties for whom or on whose behalf the Client enters into an Agreement with Global, because the aforementioned third party objects to the publication, reproduction or other use of photos and videos of the campaigns and Material displayed by Global for or on behalf of the Client.

- 4.5. The display of Material in certain digital Locations may be subject to interruption or obstruction, in which case, the Client cannot hold Global liable for any payment, damages and/or costs.
- 4.6. If Material intended for display in a digital Location is of a shorter duration than the agreed Display Period, the full Fee will nevertheless be due from the Client.
- 4.7. Global will provide photos or a display report for Material only if this is expressly mentioned in the Order Confirmation.
- 4.8. The Client guarantees that:
 - a) the content of Material is not contrary to accepted principles of morality, public policy, legislation and regulations including the Advertising Standards and government regulations (local or otherwise), third party rights, the Restrictions and all other restrictions of which the Client is made aware;
 - b) Material is not defamatory and Material cannot be experienced as offensive, confrontational or shocking;
 - c) Material does not incite wilful damage to, or vandalism of, Locations;
 - d) Material will not harm Grantor's brand or is not, in terms of form or content, be incompatible with Grantor's business activities;
 - e) the Client possesses and/or has paid for all necessary permits and authorisations for the posting, display and reproduction of Material;
 - f) Material does not infringe the copyright or other intellectual property rights of third parties, or display products or services used to infringe the copyright or other intellectual property rights of third parties;
 - g) Material does not contain any harmful content and does not enable any unauthorised access to Global's computer systems; and
 - h) where applicable, Material will not infringe the provisions of Article 23 governing the display of Material at Locations of the Dutch railway company Nederlandse Spoorwegen (**NS Locations**).
- 4.9. The Client is and remains at all times personally responsible for the content of Material even if this Material is (partly) developed by Global (on behalf of the Client) and/or is changed by Global within the meaning of Article 4.3. Global never becomes involved in assessing whether or not Material is permitted or allowed, nor is it obliged to check Material prior to display and warn the Client. Global is entitled at any time to reject Material and/or not to display it or to cease displaying it if, in Global's view, such Material may be contrary to the provisions of Article 4.8. If, for the aforementioned reasons, Global rejects and/or does not display and/or ceases to display Material, the full Fee(s) will remain due from the Client, despite the fact that the Material is not displayed. If Global refuses to display Material on the basis of Article 4.8, the Client will be able to use the Locations during the agreed period for Material which complies with the warranties set out in Article 4.8, provided that this is delivered to Global in a timely manner and the Material meets the Delivery Specifications, on the basis, however, that the Client remains obliged to pay the Fee(s) at all times, whether or not the Client delivers different Material.
- 4.10. If the Client provides Material in HTML5 format, the Client guarantees that any subsequent changes made by the Client in or to (the content of) the HTML5 file and/or its subject matter will not lead to the



Client breaching any of the warranties listed in Article 4.8 or any other provisions of the Agreement (including the Delivery Specifications).

- 4.11. The Client indemnifies Global against all claims, proceedings, (legal) costs, damages, expenses, contractual penalties, fines imposed by public authorities, demands and liabilities resulting or arising from a breach by the Client of the warranties set out in Article 4.8 or any other clause of the Agreement (including the Delivery Specifications). Moreover, the Client indemnifies Global against and protect Global against claims by third parties in relation to the content of Material and/or the performance of the Agreement (including the Delivery Specifications).

- 4.12. For the purposes of Articles 4.7, 4.8, 4.9, 4.10 and 4.11, Material is also understood to include Artwork.

5. Delivery of Material

- 5.1. All of the Material and Artwork for traditional (non-digital) advertising must be delivered to Global at the time and location indicated by Global. All of the Material and Artwork for digital advertising must be delivered to Global in electronic format at the time indicated by Global.
- 5.2. If no time is indicated by Global, all of the Material and Artwork must be delivered four (4) weeks before the Start Date at the latest.
- 5.3. Material must comply with the relevant Delivery Specifications as provided by Global to the Client. The Delivery Specifications form a part of the Agreement and Global has the right to amend the Delivery Specifications from time to time.
- 5.4. If it is specified in the Agreement that Global will perform Production Services, the Client is obliged to deliver Artwork four (4) weeks before the Start Date at the latest. Artwork images must be print-ready.
- 5.5. If Material or Artwork delivered to Global by the Client does not meet the Delivery Specifications, and/or is not delivered in the correct format or by the correct delivery method, Global has the right to consider it undelivered. The provisions set out in this Article will not affect any other rights of Global, including its right to invoke the indemnification provisions of Article 4.11.
- 5.6. Approval or acceptance by Global of Material or Artwork delivered to Global by the Client does not mean that this complies with Advertising Standards or the warranties of the Client mentioned in Article 4.8.
- 5.7. If Material or Artwork is not delivered to Global by the Client correctly or on time, Global is not obliged to display this, while the Client is still required to pay the Fees to Global. Once Material or Artwork has been (correctly) delivered to Global, Global will make reasonable efforts to provide Production Services and/or to display the Material, although this may not be possible within the requested Display Period(s).

6. Production Services

- 6.1. Global will perform Production Services if this is specified in the Order Confirmation.
- 6.2. The Client grants Global a non-exclusive, revocable licence with respect to all intellectual property rights in and on the Artwork (including, for example, copyright and trademark right) reasonably required by Global in order to design Material and in order to fulfil other obligations under the Agreement without infringing third party rights. As a condition for the Agreement, the Client guarantees Global that the Client has the right, the capacity and the power to grant the licence referred to in this



article, whereby, in the event of a breach of this warranty, the Client will indemnify Global for all loss and/or expense incurred by Global as a result.

- 6.3. Global will send the Client a design for Material based on the Artwork supplied to Global by the Client. The Client has three (3) Working Days after receipt to accept or reject this design. If the Client rejects this design (or a modified design), Global will offer a modified design for approval and the Client has a further three (3) Working Days to accept or reject this modified design.
- 6.4. If Global has attempted in good faith to produce acceptable Material, but the initial or modified design is not accepted at least ten (10) days before the Start Date, the Agreement will be considered to have been cancelled (in Dutch: *opgezegd*), on the understanding that the Client must still settle the Fee for this Agreement ultimately on the Payment Date. Consequently, the Client acknowledges that timeliness is of the essence for the delivery of Artwork and the required feedback.
- 6.5. Once the Client has approved the design supplied by Global, this draft material will be considered as "Material" within the terms of the Agreement.
- 6.6. Any intellectual property rights in the Material created by Global are vested in the latter.

7. Invoices and payment

- 7.1. Global has the right to invoice the Fee(s) to the Client immediately after the Agreement has been concluded. The Client will pay the Fee(s) ultimately on the Payment Date, unless Global relies on the content of the following sentence. Global is entitled at any time, even after the Agreement is concluded, to demand that the Client pay the Fee(s) in full before Global begins to perform the Agreement, in which case Global will send the Client an invoice for this, which must be settled with Global within seven (7) days of receipt. If the Client fails to make timely payment as stipulated above, Global has the right to terminate (in Dutch: *opzeggen*) the Agreement, without the Client being entitled to any damages, costs and/or other financial compensation.
- 7.2. In the event that the Client places an order in Global's webshop, payment shall be made either via (i) direct debit by Global or – if authorized by Global – (ii) bank transfer by the Client following an invoice sent by Global.
- 7.3. In the event that the Client wishes Global to state a PO number belonging to the Client on an invoice intended for the Client for administrative purposes, the Client must provide this PO number to Global in writing no later than fifteen (15) days before the Start Date, failing which the Client shall be obliged to process Global's invoice without a PO number and to pay the Fee(s) in accordance with the provisions of the second sentence of Article 7.1.
- 7.4. In the event that the Client has not paid (in full) by the Payment Date, the Client will automatically be in default in this regard and the Fee due from the Client will be payable immediately – without the need for further warning or notice of default. The content of the previous sentence also applies in the event that payment should have been made via direct debit by Global.
- 7.5. If Fees are not paid in full or on time, Global may refuse to display the Material or decide to remove Material already displayed, without prejudice to any other legal remedy belonging to Global or the Client's payment obligation.
- 7.6. Any unpaid Fees will incur interest at a rate of 1.5% per month, calculated on the (remaining) Fee due from the Client from the first day after the Payment Date has passed up to and including the day on which the (remaining) Fee is paid. Furthermore, Global may involve one or more third parties in the



enforcement of its rights, and the Client will indemnify Global against all and any costs, claims, liabilities and loss suffered or incurred by Global or a third party engaged by it or on behalf of it in relation to the enforcement of the Client's payment obligation under the Agreement, including but not limited to collection costs at a rate of 15% of the (total) Fee, with a minimum of EUR 250.

- 7.7. The Client waives its rights to offset and suspension.
- 7.8. Amounts due under the Agreement are exclusive of VAT or the equivalent. On receipt of a valid VAT invoice, the Client will pay the VAT due in addition to the amount otherwise due.
- 7.9. Global is entitled at any time, therefore both before and after the conclusion of the Agreement, to carry out or arrange one or more credit checks on the Client, at Global's expense.

8. Warranties and liability

- 8.1. Global will comply with the legal requirements relating to the use and maintenance of Locations.
- 8.2. The conditions of the Agreement define the full extent of Global's obligations and liabilities regarding the display of Material and – if applicable – the provision of the Production Services.
- 8.3. The performance of the Agreement may be suspended or altered or the Agreement may be cancelled (in Dutch: *opgezegd*) by Global (fully or in part) as a result of events, circumstances or causes beyond Global's reasonable control. Global will be entitled to the payment of the Fee(s) up to and including the date of such suspension, alteration or cancellation (in Dutch: *opzegging*).
- 8.4. Global's liability under the Agreement, in tort or on any other legal basis will never exceed the amount of the Fee(s) relating to this Agreement.
- 8.5. If, for any reason whatsoever, Global fails imputably to fulfil its obligation to display Material, Global may rectify this imputable failure by redisplaying Material, displaying extra Material (including new Artwork) and/or replacing or adding Locations, at Global's discretion, whereby Global will have sufficiently fulfilled its obligation to display Material. No remedies are available to the Client other than the remedies mentioned in the previous sentence.
- 8.6. Global will not be liable to the Client for loss of profits, indirect or consequential loss, however caused (and whether or not Global was warned of the possibility of such loss).
- 8.7. Nothing in the Agreement excludes or limits Global's liability for fraud, or for death or personal injury resulting from its negligence.

9. Restitution in case of non-display

If, for whatever reason, Material is not displayed for the entire duration of the Display Period, Global will compensate the Client by, at Global's discretion, redisplaying Material, displaying extra Material (including Artwork) and/or replacing or adding Locations. However, Global is by no means obliged to compensate the Client in the above sense if Global has displayed at least 95% of the Material which should have been displayed during the Display Period.

10. Cancellation, termination and amendment

- 10.1. An Agreement may not be cancelled (in Dutch: *opgezegd*) by the Client.



- 10.2. Global may terminate (in Dutch: *opzeggen*) the Agreement with immediate effect by written notice given to the Client if:
 - a) the Client goes bankrupt or commits an act of bankruptcy or transfers assets for the benefit of its creditors or comes to an arrangement with its creditors or (if a company) becomes insolvent or an application is made for the winding-up or administration of the company or another step is taken with the aim of appointing an administrator or receiver of the company or if steps are taken or negotiations are begun by the company or one of its creditors with the aim of arriving at a settlement, compromise or arrangement involving the company and its creditors; or
 - b) the Client ceases trading (or Global is reasonably convinced that it is about to do so); or
 - c) Fees payable by the Client are twenty-one (21) days in arrears; or
 - d) the Client is in material breach of a clause of the Agreement, including without limitation any of the guarantees listed in Article 4.8; or
 - e) in the circumstances described in Article 17.

11. **Consequences of termination**

- 11.1. Following the termination (in Dutch: *opzegging*) of the Agreement, the Client must pay to Global all Fee(s) due, plus the interest payable on the basis of Article 7.6.
- 11.2. Termination (in Dutch: *opzegging*) of the Agreement and payment of the Fee(s) will not prejudice any other claims or legal remedies available to Global.
- 11.3. In the event of termination (in Dutch: *opzegging*) on the basis of Article 10.2(a) or 10.2(b), Global may continue to display Material and enter into any agreements with third parties which Global deems fit to guarantee payment for the continuation of such display.
- 11.4. In the event of termination (in Dutch: *opzegging*) by Global such for the reasons mentioned in Article 17 or in the event of non-display, removal, etc. for the reasons mentioned in Article 4.9, the Client must pay the Fee(s) for the Locations in full up to the date on which display ceases, along with all other Fee(s) due.
- 11.5. Global will in no event be obliged to pay damages or costs to the Client as a result of the termination (in Dutch: *opzegging*) of the Agreement on the basis of Article 10.2 or 17 of these Terms and Conditions or as a result of the non-display, removal or cessation or suspension, alteration or cancellation of Material.

12. **Data protection**

- 12.1. Subject to the other provisions of this Article 12, each Party will fulfil the obligations and requirements applying to it under the Data Protection Legislation.
- 12.2. Notwithstanding the general character of Article 12.1 whereby each Party (the "Providing Party") or its employees or representatives supplies or supply Personal Data to the other (the "Recipient") in relation to the performance of the Agreement, the Providing Party will obtain all necessary permissions from the Data Subject, or only disclose Personal Data for a legitimate reason mentioned in the Data Protection Legislation so that the Personal Data supplied to the Recipient can be lawfully used or published by the Recipient in a manner and for the purposes specified in the Agreement.
- 12.3. Although the Parties recognize that their status will ultimately be determined by the Data Protection Legislation, they assume that they will both act as controllers (as defined in the Data Protection Legislation) with regard to the Shared personal data to be received by them under the Agreement.



- 12.4. Notwithstanding the obligations arising for the Providing Party from Articles 12.2 and 12.5, the Parties ensure that they share the Shared personal data fairly and lawfully in accordance with the provisions of the Data Protection Legislation. Both Parties will use the Shared personal data solely in order to fulfil their obligations and exercise their rights under the Agreement.
- 12.5. The Providing Party guarantees that the Data Subject will be notified in a timely manner of processing in accordance with the provisions of the Data Protection Legislation, and that such notification clearly and adequately defines which Personal Data will be shared with the Recipient by the Providing Party, the circumstances under which such data is shared, the purposes for which it is shared and the identity of the Data Subject or a description of the type of organisation (including that of the Recipient) which is to receive the Personal Data. The information to be supplied to the Data Subject by the Providing Party must contain sufficient details to comply with the Data Protection Legislation (including Article 14 of the General Data Protection Regulation).
- 12.6. Both Parties must keep registers of individual requests to access Personal Data, or other requests from Data Subjects in the exercise of their rights under the Data Protection Legislation, the decrees passed in this respect and the information exchanged. The register must contain a copy of the request, details of the data consulted and shared and, if applicable, records of discussions, correspondence or telephone conversations relating to the request.
- 12.7. The Parties undertake to cooperate reasonably with one another in order to comply with the Data Protection Legislation, including but not limited to access requests from Data Subjects or the exercise of other rights under the Data Protection Legislation and dealing with enquiries or complaints from Data Subjects or regulators.
- 12.8. In view of the state of technological developments and the cost of implementing such measures, both Parties will adopt suitable technical and organisational security measures:
 - i. to prevent:
 - 1) unauthorised or illegitimate processing of the Shared personal data; and
 - 2) accidental loss or destruction of or damage to the Shared personal data; and
 - ii. to implement a level of security in keeping with:
 - 1) the loss which could be caused by unauthorised or illegitimate processing or accidental loss, destruction or damage; and
 - 2) the nature of the Shared personal data to be protected.
- 12.9. Each Party will notify the other Party without delay of any breach (as referred to in the Data Protection Legislation) which has or may have consequences for the Shared personal data obtained by that other Party, and will provide the additional information and cooperation requested by the other Party with regard to compliance with the provisions of the Data Protection Legislation.
- 12.10. The Client indemnifies Global against loss and damage, liability, claims, proceedings, settlements, damages, costs and expense, administrative fines and fines imposed by the regulator arising from or relating to non-fulfilment by the Client of its obligations under this Article 12 or the Data Protection Legislation.

13. **Validity**

If a clause of the Agreement is found by a court or other competent body to be void or voidable or invalid or unenforceable, fully or in part, the remaining clauses of the Agreement will remain in force. In that case, the Parties will agree upon a replacement clause which is valid and which corresponds



as closely as possible to the original clause in terms content, purpose and economic interest.

14. Material left behind

Material in Global's possession which is not collected within ten (10) days after the expiry of the Removal Period will become Global's property and may be destroyed by it.

15. Notifications

- 15.1. All notifications under the Agreement must be given in writing and sent by courier, by post with confirmation of receipt or by email, to the address of the other Party mentioned in the Order Confirmation or to another address or email address communicated to the other Party in writing.
- 15.2. Notification is deemed to have been validly given:
 - a) if sent by courier: at the time of delivery;
 - b) if sent by post on confirmation of receipt: 48 hours after posting if the recipient of the notification is located in the same country as the sender, or five (5) days later if the recipient is located in a different country than the sender; and
 - c) if sent by email: at the time of sending, provided that the notification is confirmed within 48 hours by sending by courier or sending of a copy by post with confirmation of receipt to the correct address, on the understanding that if the date on which a notification is received is not a Working Day, the notification is deemed to have been validly given on the next Working Day.
- 15.3. Notifications to Global should be addressed to the Board, with a copy to the head of legal affairs.

16. Assignment and novation

In principle, neither Global nor the Client may assign, transfer, impose or waive their rights and/or obligations under the Agreement. However:

- a) at Global's request and expense, the Client must cooperate with Global to bring about the novation of the Agreement to the Grantor or another party proposed by it, on the conditions to be requested by Global, whereupon the Client will sign the relevant documentation / take such steps as Global will request in this regard; and
- b) Global may assign or transfer its rights and/or obligations in relation to the display of Material.

17. Temporary or permanent cessation of display of Material by order of the Grantor

Should the Grantor demand at any time, entirely at its discretion, that the display of Material on its property be suspended or ended, Global may suspend or end the display of Material without notifying the Client in advance and, in the event of such an action on the part of the Grantor, Global may terminate (in Dutch: *opzeggen*) the Agreement, fully or in part. In that case, Global is by no means liable to the Client in accordance with the provisions of Article 11.5.

18. Applicable law and jurisdiction

The Agreement is governed by and to be interpreted in accordance with Dutch law. The Parties agree that they will submit in the first instance to the exclusive jurisdiction of the district court in Amsterdam.

19. Changes to the Agreement

Except as provided in Articles 2.2 and 5.3, any change to the Agreement must be set out in writing and signed by the Client and Global.



20. Waiver

Failure by a Party to enforce a clause or condition of the Agreement against the other Party at all or in a timely manner does not constitute a waiver and should not be considered as a waiver, and in no way detracts from any right of that Party under the Agreement.

21. Confidentiality

Each Party will respect the confidentiality of Confidential Information belonging to the other Party and must not use, publish, copy or alter the other Party's Confidential Information without the prior written consent of that Party, except where necessary for the exercise of its rights and obligations under the Agreement. In relation to the other Party, 'Confidential Information' means information (in verbal, written or electronic form) belonging to or relating to that Party, its business or activities, which is not in the public domain and:

- (i) which is marked as confidential or protected;
- (ii) whose confidential nature has been notified to the Receiving Party; or
- (iii) which a reasonable person in a similar position would treat as confidential under similar circumstances by virtue of its character or nature. Global's Confidential Information includes the Fees and Programmatic Buying Fees due under the Agreement.

22. Programmatic Buying

22.1. The provisions of this Article 21 apply where an Agreement is formed via Programmatic Buying and apply in addition to the provisions of Articles 1 – 21 and 23 – 24, unless indicated otherwise in this Article.

22.2. Where an Agreement is formed via Programmatic Buying (see Article 22.3), the following provisions of these Terms and Conditions do not apply: Articles 3.2, 3.3, 4.1, 4.6, 4.7, 5.1, 5.2, 5.4, 5.5, 5.7, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.8, 8.3, 8.4, 9, 10.2, 11.1, 11.2, 11.3, 11.4 and 14.

Conclusion of the Agreement

22.3. An Agreement is formed between Global and the Client via Programmatic Buying if and when the Material forming part of the Client's winning Bid Response is played on a Location.

22.4. Global is entitled not to accept a Bid Response at any time and for any reason whatsoever without Global incurring any liability for costs incurred by the Client in this respect, including but not limited to any costs due from the Client to the online demand side platform selected by it and costs relating to the creation of Material.

22.5. Global does not guarantee that the Material which forms part of a winning Bid Response and for which the Client has received a win notification will actually be played and is not liable for any loss suffered or costs incurred by the Client if Material is not played following receipt of a win notification.

22.6. If the Client has indicated in its Bid Response that it wishes its Material to be played within a maximum period of time, it cannot infer any rights from this with regard to Global. Global does not guarantee that Material will be played within a certain period of time.

Delivery of Material

22.7. In the case of Programmatic Buying, the Client delivers the Material, which is checked by Global prior to the conclusion of the Agreement. For the avoidance of doubt, Article 5.6 applies fully.



- 22.8. The Material is delivered by the Client on an online demand side platform within the period specified for this and then made accessible to Global via an online supply side platform.
- 22.9. Material must comply with the requirements set out in the Bid Request.

Invoicing and payment

- 22.10. No direct payment and invoicing takes place between Global and the Client of the Programmatic Buying Fee. Payment and invoicing takes place in the following manner: a mutually agreed fee, at least equal in amount to the Programmatic Buying Fee, is due from the Client to the online demand side platform selected by it, which must be paid within the period agreed with that online demand side platform. A mutually agreed fee is then due from this online demand side platform to the online supply side platform selected by Global. Finally, a mutually agreed fee is due from the online supply side platform selected by Global to Global.

Liability

- 22.11. The Client is obliged to compensate Global directly and in full for payments missed by Global from the online supply side platform selected by it, without prejudice to Global's right to claim any loss it may have suffered, if this is due to the fact that:
 - i. for whatever reason, the Client has not paid the Programmatic Buying Fee to the online demand side platform selected by it within the period stipulated for this;
 - ii. the online demand side platform selected by the Client goes bankrupt, commits an act of bankruptcy, becomes insolvent or an application is made for its winding-up or administration; or
 - iii. Global has decided in accordance with Article 4.9 or Article 17 to cease to display Material or to suspend the display of Material.
- 22.12. Global's liability under the Agreement, in tort or on any other legal basis, will never exceed the amount of the Programmatic Buying Fee.

23. NS Locations

- 23.1. In addition to the other provisions set out in these Terms and Conditions and the Delivery Specifications, this Article 23 specifically applies to the Client if all or any part of the Material or Artwork is intended to be displayed at NS Locations. Whether any Locations include NS Locations shall be laid down in writing between the Parties prior to the conclusion of the Agreement and/or is set out in the quotation or Order Confirmation from Global, or, in the case of Programmatic Buying, follows from the Bid Request.
- 23.2. The Client warrants that:
 - a) the Material will not lead to public debate. Any Material of a political, religious or ideological nature or relating to ethical issues will require Global's express prior written consent;
 - b) the Material will not call on anyone to take part in legal, or to provide their medical history with the aim of obtaining compensation;
 - c) the Material will not advertise, or encourage the use of, alcoholic beverages and/or non-alcoholic beer;



- d) the Material will not incite unfair behaviour;
- e) the Material will not focus on having people to provide personal information without them being (sufficiently or at all) aware of that they are being persuaded to do so, or under false pretences;
- f) the Material will not misuse personal information;
- g) the Material will include no nudity or sexual content;
- h) the Material will not include or advertise sex-related products or services intended for people aged 18 or over, including without limitation strip bars, escort services, or specialist shops selling 18+ products;
- i) the Material will not focus on (online or offline) games of chance, lotteries, cryptocurrencies, or pyramid-type schemes;
- j) the Material will not focus on offering financial products and/or services the legality of which may be doubtful or containing sensitivities;
- k) the Material will not advertise mobility products that use fossil fuels, with the exception of shared mobility, public transport, and hybrid mobility products that are not fully powered by fossil fuels; and
- l) the Material will not promote air travel to other countries on the European continent. The countries and islands covered by the air travel ban are: Albania; Andorra; Austria; Belgium; Bosnia and Herzegovina; Bulgaria; Croatia; Cyprus; Czech Republic; Denmark; Germany; Estonia; Finland; France; Greece; Hungary; Iceland; Ireland; Italy; Kosovo; Latvia; Liechtenstein; Lithuania; Luxembourg; Malta; Moldova; Monaco; Montenegro; the Netherlands; North Macedonia; Norway; Poland; Portugal (including Madeira); Romania; San Marino; Serbia; Slovakia; Slovenia; Spain (including Mallorca and the Canary Islands); Sweden; Switzerland; Turkey; Ukraine; the United Kingdom; and Vatican City.

23.3. If the Material advertises any of the following products and/or services, the following applies:

- a) regular dating services: the Material must target people aged 18 or over;
- b) pharmacy and healthcare: the Material may only promote products and/or services authorised by the regulatory authorities in the Netherlands. If the Material promotes health and dietary supplements, it must not advertise products that may pose a risk to consumers.

23.4. The provisions set out in this Article 23 also fully apply to Material intended for both NS Locations and other Locations.

23.5. For the purpose of this Article 23, Material is also understood to include Artwork.

24. Political Advertising Service

24.1. If the Client requests a Political Advertising Service from Global and the Material therefore contains Political Advertising or (a) Political Advertisement(s), the following provisions shall apply in addition to or in deviation from the other provisions of these Terms and Conditions.

24.2. Prior to Global providing a quotation, but no later than after Global has provided a quotation to the Client, the Client is obliged to declare that it:



- a) requires a Political Advertising Service from Global, and
- b) meets the requirements of Article 5(2) of the Regulation.

The Client shall make these declarations truthfully and shall be responsible for their accuracy.

- 24.3. The Client is also obliged to provide all relevant information that enables Global to comply with Article 9(1), Article 11(1) and Article 12(1) of the Regulation. All information provided by the Client must be complete and accurate and must be provided to Global no later than upon acceptance of Global's quotation.
- 24.4. If it turns out that the information provided in accordance with Article 24.3 has subsequently changed, the Client is obliged to provide Global with the updated information in good time; this information must also be complete and accurate.
- 24.5. If the information provided in accordance with Article 24.3 or Article 24.4 proves to be incomplete or inaccurate, the Client is obliged to inform Global of this immediately and to provide Global with supplemented or corrected information.
- 24.6. If Global itself finds that the statement or information provided to it is manifestly incorrect, Global will inform the Client thereof and the Client is obliged to correct the statement or information in question without delay; these corrections must also be complete and accurate.
- 24.7. If Global is not immediately provided with supplemented or corrected information by the Client, Global will not display the Political Advertisement or will immediately stop distributing or displaying the Political Advertisement. Global will immediately inform the Client of its decision.
- 24.8. Should Global receive reports of potentially non-compliant Political Advertisements and take measures in response that affect the availability or presentation of the Political Advertisement in question, Global will immediately notify the Client thereof.
- 24.9. Notwithstanding Article 9 of the General Terms and Conditions, Global shall not be liable for the non-display of Material during the entire Display Period if this is the result of Article 24.7 and/or 24.8.
