

## GENERAL CONDITIONS OF SALE GLASNOST INTERNATIONAL B.V. Version December 2021.

### Article 1. Definitions

Terms with a capital letter have following meaning in these general conditions of sale:

- a. General Terms and Conditions: these general conditions of sale of Glasnost;
- b. Glasnost: Glasnost International B.V., registered with the Chamber of Commerce under number 57992533;
- c. Offer: an offer from Glasnost to the Client for a specific assignment for the Client, which contains a brief and concise description of the services of Glasnost, the price charged for these services and which services are not included in the price.
- d. Agreement: all arrangements between Glasnost and the Client laid down in a written (framework) agreement and/or Offer, of which the General Terms and Conditions always form an integral part;
- e. Client: any natural or legal person with whom Glasnost concludes an Agreement or has issued an Offer to, or has an obligation to, or with whom Glasnost is negotiating on an agreement;
- f. The plural of a defined concept includes the reference to its singular or vice versa.

### Article 2. Applicability of the General Terms and Conditions

1. These General Terms and Conditions apply to all applications, Offers, the Agreement and other obligations between Glasnost and the Client. If the General Terms and Conditions apply to the Agreement concluded by Glasnost and the Client, the General Terms and Conditions will also apply to all subsequent agreements.
2. Deviations from and/or additions to the General Terms and Conditions or the Agreement can only be agreed in writing.
3. The applicability of the Client's general terms and conditions is hereby rejected and they explicitly do not apply to the Agreement.
4. If the contents of the Agreement differ from the contents of the General Terms and Conditions, the contents of the Agreement shall prevail.

### Article 3. The offer, formation of the Agreement, framework agreement and exclusivity

1. Glasnost's Offers are always without obligation.
2. The agreement between Glasnost and the Client is concluded if Glasnost's Offer is signed by the Client or if Glasnost's Offer is approved by the Client by email.
3. Offers do not automatically apply to future assignments.
4. A framework agreement signed by Glasnost and the Client does not oblige the Client to give assignments to Glasnost, nor is Glasnost obliged to perform services on the basis of the framework agreement. Glasnost's obligation to perform services for the Client only arises when the Client signs Glasnost's Offer.
5. If Glasnost and the Client have concluded a framework agreement, then this framework agreement applies to all Offers made by Glasnost to Client.
6. During the term of the framework agreement Glasnost will not perform PR services for third parties who offer similar products as the Client in the same segment.
7. During the term of the framework agreement the Client shall not enter into an agreement with another PR agency, or at least not purchase services from third parties that are similar to Glasnost's services.
8. Supplements to and amendments of provisions in the Agreement are binding on Glasnost only after written acceptance by Glasnost.
9. Oral promises made by Glasnost are only binding on Glasnost after written confirmation.
10. Changes in the Agreement may result in Glasnost exceeding the agreed delivery periods. In that case, Client has no right to compensation, termination and/or suspension.

### Article 4. Performance of the Agreement - general

1. The Agreement will be performed by Glasnost diligently and to the best of its ability in accordance with high standards. The services are performed on the basis of a best-efforts obligation.

2. Glasnost has the right at all times to engage auxiliary persons and third parties for the performance of the Agreement as it sees fit. If Glasnost engages auxiliary persons and/or third parties, Glasnost will require from these auxiliary persons and/or third parties that they perform their services diligently and to the best of their ability in accordance with high standards, with socially accepted ethical standards and with the quality which Glasnost itself applies to its services.
3. All assignments are accepted and carried out only with the exclusion of the effect of Sections 7:404 (assignment given with a view to a specific person), 7:407(2) (joint and several liability) of the Dutch Civil Code.
4. Glasnost is only capable of performing its services properly if all information necessary for this purpose is made available by the Client timely and in full, and if Client is available for consultation. The Client shall ensure that all data requested by Glasnost that is important for the performance of the Agreement is provided to Glasnost timely and in the desired form. Glasnost is entitled - without any obligation to pay compensation - to immediately suspend its obligations towards the Client if in Glasnost's opinion the Client does not fully comply with its information obligations as described in this paragraph.
5. If during the performance of the Agreement the nature, contents or scope of the Agreement are changed, Glasnost is entitled to adjust the originally agreed fee. The originally stipulated period of performance of the Agreement may be altered by an amendment of the Agreement.
6. Without thereby being in breach, Glasnost may refuse a request to amend the Agreement if such amendment will have qualitative and/or quantitative consequences for the work to be performed or items to be delivered in that regard.
7. If a period is agreed or stated for the delivery of specific items or services, this will never be a strict deadline for Glasnost. If a delivery period is exceeded Glasnost must always be given another opportunity to perform the obligation within a reasonable period.
8. If Glasnost and the Client have agreed on an amount for the services to be rendered, this will be an estimate. If Glasnost threatens to exceed this estimate for the services it provides, Glasnost will contact the Client. Glasnost and the Client will then make additional arrangements about the fee for the services of Glasnost still to be provided that are in line with the already existing arrangements. Glasnost's additional services are performed on the basis of the hourly rate applied by Glasnost. The Client shall pay for these additional services.
9. Unless otherwise agreed between the Client and Glasnost, Glasnost is entitled to issue a press release after the conclusion of the Agreement.

## **Article 5. Prices, payment and collection costs**

1. Glasnost has the right to reasonably adjust the prices and rates unilaterally at the beginning of each calendar year. In addition, Glasnost is entitled in case of an adjustment of the cost price determining factors, such as personnel costs and fees, taxes and premiums set by the government, to charge these on to the Client with immediate effect by means of an equivalent adjustment of the prices it charges.
2. Payments must be made within a period of 30 days after the invoice date. If the full amount is not credited to Glasnost's bank account within thirty days after the invoice date, the Client is immediately in default without further notice being required. From the day the default commences, the Client shall owe 2% interest per month or part of a month.
3. Payments by the Client to Glasnost are first deducted from the extrajudicial costs, then from the interest, then from the outstanding invoice, in order from old to new.
4. If Glasnost advances costs on behalf of the Client on the Client's request, Glasnost is entitled to apply a surcharge of 20% and to charge this surcharge and costs on to the Client.

## **Article 6. Termination**

1. If Glasnost and Client have concluded an open-ended framework agreement, Glasnost and the Client have the right to terminate the framework agreement with a notice period of at least 3 months.
2. If Glasnost and the Client had concluded a framework agreement for a fixed period, Glasnost and the Client have the right to terminate the framework agreement early with a notice period of at least 2 months. In the case the Client or Glasnost have not given written notice of termination of the framework agreement 2 months prior to the end of the term, the framework agreement will be extended for the duration of 1 year.

3. An Offer ends when Glasnost has fully completed the work described in the Offer, and the Client has fully paid the amount due for the work. An assignment based on the Offer signed by Glasnost and the Client cannot be terminated early, unless there is an external cause as a result of which the services to be provided by Glasnost have become reasonably useless, on which the Client has no influence whatsoever. In the event of an external cause as described above, the Client is entitled to terminate the aforementioned assignment with immediate effect. From the moment of termination Glasnost is no longer obliged to perform its services. As a result of early termination the assignment ends immediately after the Client has paid the total amount of hours worked and costs incurred by Glasnost in full, increased by a cancellation fee of 10%, in Glasnost's opinion.
4. Glasnost has the right to terminate the Agreement, or to terminate it early, if there is a failure by the Client in the performance of its obligations under the Agreement, and the Client does not fully rectify this failure within a reasonable period after Glasnost has notified it of this failure. In this context it is not required for the failure to be imputable.
5. Glasnost has in any case the right to immediately terminate the Agreement or to terminate it early, without prior written notice of default being required, in the case of: a) (an application for) bankruptcy; b) (an application for) a moratorium on payments; c) (partial) liquidation; d) attachment of the assets of the Client; e) the Client being placed under guardianship or the death of the Client; f) a full or partial transfer by the Client of (major parts of) its company or the control over it; and/or g) a breach of the confidentiality clause.
6. In case of termination of the Agreement by Glasnost as meant in Paragraphs 4 or 5 of this article, all claims Glasnost has or may acquire on the Client shall be immediately due and payable.
7. Glasnost is not obliged to pay compensation for any damage or to pay/repay costs in connection with the (early) termination.
8. Obligations that by their nature are intended to also continue after termination of the Agreement will continue to exist after termination.

## **Article 7. ICT**

1. If the Client provides information carriers, electronic files or software, etcetera, it warrants that these information carriers, electronic files and software are free of viruses and defects.
2. If the Client asks Glasnost to use certain equipment and/or software, this will always be entirely for the account and risk of Client. In that case, the Client is obliged to provide all instructions on the way the systems are to be used in a timely and complete manner.
3. Glasnost and the Client are obliged to adequately secure their systems and infrastructure and must at all times have anti-virus software in place.
4. Access or identification codes provided by or on behalf of Glasnost to the Client are confidential and are to be treated as such by the Client. The Client is only permitted to share these access or identification codes with authorised persons in its own organisation. Glasnost works with password managers.

## **Article 8. Force majeure**

1. Force majeure applies if the failure of either party cannot be attributed to its fault, or this party is not accountable for it by law, legal act or according to generally accepted standards. In the event of force majeure, either party is entitled (in derogation from Article 6(4)) to terminate the Agreement in writing in whole or in part with immediate effect out of court or to suspend its obligations.
2. Force majeure on the part of Glasnost includes, without limitation: (work) strikes in the business of Glasnost, of the Client or of third parties on which Glasnost is in any way dependent for the performance of the Agreement, threat of war, war, insurrection, acts of war, boycott, government measures as a result of epidemics or pandemics (such as Covid-19), disruptions or obstructions in traffic or transport, restrictive measures imposed by government, late delivery of raw materials or other necessary materials or non-delivery, bankruptcy or moratorium on payment of one or more of Glasnost's suppliers or engaged third parties, natural disasters, weather conditions as a result of which the services cannot be adequately performed, power cuts, internet, computer network or telecommunication facilities malfunctions and prejudicial health complaints or death of key personnel of Glasnost (including - but not exclusively - its director(s)), and every other circumstance beyond Glasnost's control which temporarily or permanently impedes performance of the agreement.

## Article 9. Liability

1. Glasnost is insured for possible damage resulting from the performance of its services to a maximum amount of €2,500,000 per claim (to the extent that the professional liability insurance covers the liability claim). Any liability for Glasnost is always limited to the amount that is actually paid out per event by the insurer, whereby a series of events is qualified as one event. If for whatever reason the insurer does not pay out, any liability on the part of Glasnost is limited to an amount equal to the invoices sent by Glasnost to the Client over a period of nine months prior to that event. The Client agrees that the aforementioned cover is adequate for the performance of the Agreement.
2. Glasnost is liable for damage to property and/or financial loss to the extent that it is a direct consequence of a material attributable failure of Glasnost, and only to the extent this is directly related to or results directly from the performance of its services. Glasnost is not liable for loss of sales or savings, reduced goodwill and/or other forms of indirect damage of whatever nature.
3. Glasnost is not liable for damage caused by or resulting from any act or acts of its contractors, subcontractors or third parties.
4. The Client is obliged at all times to substantiate in writing the damage for which it holds Glasnost liable, stating reasons and specifying the damage, within a period of 30 days after the Client discovered or reasonably should have discovered the damage, on pain of forfeiture of its claim.
5. Before proceeding to claim damages from Glasnost, the Client must first declare Glasnost in default and give Glasnost the opportunity to perform its obligations within a reasonable period, or to undo/repair the detrimental consequences of the failure and/or the wrongful act.
6. All limitations or exclusions of liability in the Agreement and these General Terms and Conditions do not apply if the damage is the result of intent or wilful recklessness on the part of Glasnost, its manager and/or subordinates.
7. The Client indemnifies Glasnost fully and unconditionally against claims of third parties which are related to the performance of the Agreement. All resultant costs and damage on the part of Glasnost will be for the Client's account. This indemnification obligation does not apply if the claim of Third Parties is the result of wilful recklessness or intentional act of Glasnost, its manager and/or subordinate(s).

## Article 10. Intellectual property

1. Glasnost reserves the rights and powers which it is entitled to by virtue of its intellectual property rights, which are created and/or registered as a result of services provided by Glasnost for the Client or otherwise.
2. Glasnost is entitled to use the knowledge that it has gained through the performance of an Agreement for other purposes, to the extent that it does not disclose any confidential information of the Client to third parties in the process.
3. For the duration of the Agreement, and for a period of 3 years after the termination of the Agreement, Glasnost grants the Client a licence to use the intellectual property rights for the agreed purpose and within the agreed territory. If the Client wishes to use the intellectual property rights beyond the agreed purpose and area, this is permitted after Glasnost has granted written permission for this. After the end of the Agreement the Client is obliged to return these documents or data carriers to Glasnost on request for its own account or to destroy them.
4. The Client undertakes that, if and to the extent it puts materials, documents, images or other data at Glasnost's disposal in the context of the Agreement, or materials, documents, images or other data are used by or on behalf of Glasnost on the Client's request, the Client is authorised to do so and that these materials and data do not infringe any third party rights. The Client indemnifies Glasnost against claims from third parties in this respect.
5. The Client is not allowed to remove or change copyright indications, brands or other indications of intellectual property rights of Glasnost. The same applies to notices/statements that certain information is confidential.
6. The Client grants Glasnost the right to use the (trade) names, place of business and logos and other indications connected with Client for marketing purposes. The aforementioned indications can be used inter alia (but not

exclusively) for the promotion of Glasnost, as a reference on the Glasnost website and in presentations to customers and prospects.

## **Article 11. Data and privacy**

1. Unless otherwise agreed in writing with the Client, Glasnost may, without further restrictions, store, process and (re-)use all information that Glasnost obtains within the context of an Agreement, to the extent that this information is not designated as personal data.
2. To the extent that Glasnost and the Client share personal data with each other in the context of the (possible) conclusion of an Agreement or in the performance of an Agreement, they will reasonably comply with the requirements resulting from the applicable privacy legislation, such as the General Data Protection Regulation ("GDPR").
3. The Client warrants that - given the nature of the data and the state of the art - it will take appropriate technical and organisational measures to protect any personal data that the Client receives from Glasnost.
4. The Client guarantees that all data (such as personal data), which it puts at the disposal of Glasnost, is obtained in a lawful manner, is put at the disposal of Glasnost in a lawful and secure manner and that the data does not infringe any third party rights. The Client indemnifies Glasnost against all claims or actions of public authorities and/or individuals against Glasnost resulting from any infringement by the Client and/or its processor of any third party rights or obligations arising from the privacy laws.
5. As regards all data and personal data which Glasnost receives from the Client, Glasnost will take all necessary security measures and maintain complete confidentiality, unless disclosure is necessary for the performance of an agreement or to comply with a statutory provision or court order.

## **Article 12. Confidentiality and communication**

1. Glasnost and the Client are obliged to maintain strict confidentiality regarding all data, information and knowledge obtained in the context of this Agreement that should reasonably be assumed to be confidential, unless disclosure is necessary for the performance of an agreement or for compliance with a statutory provision or court order.
2. Glasnost and the Client warrant and undertake that their employees and clients engaged by them will comply with the same duty of confidentiality.
3. Glasnost and the Client shall not criticise each other publicly.

## **Article 13. Non-solicitation clause**

1. Without prior written permission of Glasnost the Client shall, during the Agreement and for a period of 1 year after termination of the Agreement, refrain from: i) concluding contracts with Glasnost contractors, ii) recruiting employees or representatives of Glasnost by offering them a (temporary) employment contract or otherwise having them perform services, and/or ii) inducing or trying to induce other business relations of Glasnost to break off their relationship with Glasnost partly or completely.
2. The Client shall, without further notice of default, owe an immediately payable penalty of €35,000 for every breach of any obligation under this article, and €6,000 for each day or part of a day that this breach continues, with a maximum penalty of €350,000. In addition, Glasnost is entitled to claim damages from the Client.

## **Article 14. Other provisions**

1. The Client waives his right to terminate, annul or suspend and/or set off.
2. The invalidity of any provision in the Agreement and/or these General Terms and Conditions shall not affect the validity of the remaining provisions of the Agreement and these General Terms and Conditions.
3. If it is established in court that one or more articles in the Agreement or these General Terms and Conditions are invalid or otherwise non-binding, Glasnost and the Client will, in joint consultation and in the spirit of the Agreement and/or these General Terms and Conditions, amend these to establish provisions that differ as little as possible from the non-binding articles concerned.

4. Obligations that by their nature are intended to continue to apply after termination of the Agreement will continue to exist after termination. These obligations shall in any case, but not exclusively, include the obligations arising from the confidentiality and non-solicitation clauses.
5. In the event of inconsistency between the Dutch version of these General Terms and Conditions and any translated version of these General Terms and Conditions, the Dutch version shall prevail.
6. All communications in connection with agreements between the parties under the Agreement must be made in writing in order to be effective. "Written/in writing" means by (registered) letter or by email.

**Article 15. Applicable law and competent court**

1. The Agreement and the legal relation between Glasnost and the Client are governed solely by Dutch law.
2. All disputes which arise between the Client and Glasnost will in the first instance be settled by the Amsterdam District Court.

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