GENERAL TERMS AND CONDITIONS OF CLIPIT NEWS B.V.

Located at Prins Hendrikstraat 2, 6521 AW Nijmegen, Netherlands Registered with the Chamber of Commerce under number 09153837

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Article 1. Definitions

1. In these General Terms and Conditions, the following terms are capitalized and used in the following meaning, unless expressly stated otherwise:

Subscription: Agreement in which the Client can continuously use Clipit's Monitoring Solution.

Account: the personal environment within the Dashboard that the User accesses after entering the Login Credentials.

Restricted Sources: content that is only (fully) accessible via subscriptions between the Client and Third Parties who supply the respective content on behalf of publishers.

General Terms and Conditions: General Terms and Conditions of Clipit.

Clipit: the counterparty to the Agreement with the Client and user of these General Terms and Conditions within the meaning of article 6:231 sub b BW. Dashboard: the digital platform made available by Clipit via an Account, where the News Selection relevant to the Client can be consulted, including any services linked to it, such as media analyses and reports.

Third Parties: suppliers or parties other than the Client.

User: a natural person authorized by the Client who has access to the Dashboard of the Monitoring Solution via an Account.

Login Credentials: a combination of an email address and password that provides access to an Account.

Third-Party Deliveries: services of Third Parties procured by Clipit on behalf of the Client, including the purchase of a right to use content.

Media Sources: the Restricted sources and the Public sources together. Social media messages also fall under the term Media Sources in these General Terms and Conditions.

Media selection: the selection made by the Client for the Media Sources to be monitored, recorded in the Agreement.

Monitoring Solution: Clipit's service consisting of making the News Selection available to the Client in electronic form via the internet and providing access to Media Sources through a deep link, including (if agreed) any linked services, such as, but not limited to,

media analyses and advice, and additional services, such as media reports, depending on the Monitoring Solution subscription (package) chosen by the Client.

News Selection: the overview shown by Clipit for the benefit of the Client of a selection from the Media Sources, accessible to the Client and Users through a deep link to the original Media Source.

Client: the natural or legal person using Clipit's Monitoring Solution and the counterparty to the Agreement with Clipit within the meaning of article 6:231 sub c BW.

Agreement: the agreement between the Client and Clipit regarding the Monitoring Solution.

Parties: Clipit and the Client jointly and each individually "Party."

Platform: an online platform where Users can log in and use Clipit's Monitoring Solution.

2. "In writing," as used in these General Terms and Conditions, also includes communication via email, fax, digital (for example, through an online interface), or any other means of electronic or digital communication, provided that the identity of the sender and the integrity of the content are sufficiently established.

Article 2. Applicability

1. These General Terms and Conditions apply to all Agreements secured with Clipit, as well as to offers and quotations issued by Clipit, and to Third-Party Deliveries, and to any use of the Platform, of any nature, including but not limited to creating an Account, storing or downloading data, and performing legal acts, unless the applicability thereof is expressly excluded in writing, in whole or in part, or explicitly agreed otherwise.
2. Any conditions of the Client are explicitly rejected. Deviations from and additions to these conditions are only applicable if accepted expressly and in writing by Clipit.
3. If, for a shorter or longer period, deviations from these General Terms and Conditions have been allowed by Clipit, whether or not implicitly, this does not affect its right to demand direct and strict compliance with these conditions at any time. The Client cannot derive any rights from the way Clipit applies these conditions.
4. These conditions also apply to all agreements with Clipit, for the execution of which third parties must be involved. These third parties can directly invoke these conditions against the Client.

5. If multiple (legal) persons or companies are referred to as the Client, each of these (legal) persons or companies shall be jointly and severally liable for the performance of all obligations under the Agreement concluded with Clipit.
6. If one or more provisions of these General Terms and Conditions or any other Agreement with Clipit should be in conflict with a mandatory legal provision or any applicable legal regulation, the respective provision will lapse and be replaced by a new, legally permissible, and comparable provision determined by Clipit.
7. The Client, once having contracted with Clipit under these General Terms and Conditions, agrees to the applicability of these conditions to subsequent agreements between them and Clipit, unless expressly agreed otherwise in writing.
8. In the event of a conflict between the content of an Agreement concluded between the client and Clipit and these General Terms and Conditions, the content of the Agreement prevails.

Article 3. Offers and Quotations

1. All offers and quotations by Clipit are revocable and made without obligation, unless expressly stated otherwise in writing.
2. The Client is responsible for the accuracy and completeness of the requirements and specifications of the performance, as well as other information and data provided by or on behalf of him on which Clipit bases its offer.
3. A composed price estimate does not oblige Clipit to perform part of the assignment for a corresponding part of the estimated price.
4. The content of the assignment is solely determined by the description of the assignment given in the price estimate and order confirmation.
5. The prices in Clipit's offers and quotations are exclusive of VAT and other government levies, as well as any costs incurred in the context of the assignment and the performance of work arising from imposed additional requirements of the government/competent authority.
6. Prices, rates, and (delivery) times in price estimates are based on information and data provided by the Client at the time of the request. If this information and data are subsequently changed or proven to be incorrect or incomplete, this may have consequences for the quoted prices, rates, and (delivery) times.

Article 4. Realization of the Agreement

1. Unless stated otherwise below, an Agreement with Clipit is only realized after the Client has accepted in writing the quotation or Agreement issued by Clipit.
2. If the acceptance deviates (on minor points) from the offer included in the price estimation, the Agreement is not concluded according to this deviating acceptance unless Clipit indicates otherwise.

3. Any subsequently made additional agreements or changes are binding on Clipit only if confirmed in writing by Clipit.

Article 5. Execution of the Agreement

1. Clipit will make every effort to execute the Agreement to the best of its insight and ability and in accordance with the requirements of good workmanship.
2. Clipit does not guarantee that a specific (desired by the Client) result will be achieved with the Monitoring Solution at all times.
3. Clipit strives for the highest possible availability, quality, and security of the Monitoring Solution. However, Clipit provides no guarantees in this regard.
4. Clipit sends the News Selection to the User by email in the morning if the search query specified by the Client has yielded results in the 24 hours prior. The News Selection is based on the search query specified by the Client and/or User.
5. The Subscription to the Monitoring Solution includes making the News Selection available, providing access to the Media Sources through a deep link, including linked services and any additional services agreed upon with the Client. The Dashboard displays the News Selection and provides access to the Media Sources displayed in the News Selection through a deep link. The Dashboard is only accessible to Users with an Account.
6. Depending on the Media selection made by the Client and the agreement with Third Parties, Clipit uses Third-Party Deliveries. The Third Parties engaged by Clipit select the Media Sources based on the search query specified by the Client and make them accessible to the Client through the Monitoring Solution of Clipit to the extent possible. The Third Parties thereby also determine the content and scope of the News Selection. The applicability of Articles 7:404 and 7:407 paragraph 2bw of the Dutch Civil Code is excluded.
7. If a Third Party engaged by Clipit in accordance with the Client uses (sales) conditions that deviate to such an extent from these present General Terms and Conditions of Clipit that it is necessary to make additional agreements, Clipit will submit the relevant deviations to the Client for written approval. After signing by the Client, the relevant conditions are attached to the Agreement between the Client and Clipit. Clipit is not liable for any damage to the Client arising from or related to the use of these Third-Party Deliveries. Last modified on: November 8, 2023 5 / 11
8. The Client acknowledges and accepts that the scope and content of the News Selection may vary over time and depend, among other things, on the availability of Media Sources and the rules imposed by publishers and Third Parties protecting their rights. Business and economic reasons of Third Parties can also influence the scope and content of the News Selection.
9. Clipit reserves the right to limit, expand, or otherwise modify the News Selection visible in the Dashboard at any time without prior notice to the Client.

10. Clipit is not responsible for the accessibility, accuracy, and completeness of the accessible Media Sources, nor for the proper functioning and content of linked websites, including but not limited to all links therein.
11. The Client shall ensure that all (personal) data, materials, and information, which Clipit indicates are necessary or will be necessary at any time for the performance of the agreement, are timely provided to Clipit. If the necessary data for the performance of the agreement is not or not timely provided to Clipit, this is entirely at the expense and risk of the Client and has no consequences for the duration of the Agreement and/or the content of the services provided by Clipit.

Article 6. Use of the Account and Reseller Agreement

1. The Login Credentials specified or received by the User are strictly confidential and may not be shared with third parties.
2. Clipit is not responsible for misuse of Accounts and relies on the person who logs into the Platform using the login credentials of a specific User to actually be that User. The User is responsible for all actions performed from the User's Account, including use by unauthorized persons.
3. The User must immediately inform Clipit if the User suspects that an Account is being misused or if the associated login credentials have fallen into unauthorized hands.
4. Only employees of the Client may use the Login Credentials, Account, Dashboard, and Monitoring Solution unless a "reseller agreement" is in place. In that case, Parties will make arrangements in a separate, written reseller agreement.

Article 7. Search Query and Fair Use

1. The Client may use Clipit's Monitoring Solution to enter, modify, and create their own reports, analyses, and/or graphs based on the search query provided by Clipit. The following fair use policy applies, as determined at Clipit's discretion and may be revised by Clipit from time to time.
2. Fair use as referred to in paragraph 1 of this article includes, but is not limited to: a. The use of no more than one search term in an individual search query, where a 'search query' is understood as a unique brand name, company name, product name, or general topic, variations of this search term in spelling or abbreviated form, or a combination of this search term refined with word combinations [AND] and exclusions [NOT] that enhance the relevance of the results. b. Configuring search queries in such a way that no more than 30,000 messages per month per search profile are generated. c. Exceeding the maximum number of search queries allowed within the subscribed plan.
3. If Clipit observes that the Client exceeds the Fair Use guidelines, Clipit will notify the Client in writing. In the event of repeated violations of the Fair Use guidelines, Clipit reserves the right to charge the Client additional costs proportionally.

4. Clipit expressly reserves the right to refuse a specific search query or temporarily or permanently deny the Client access to Clipit's Monitoring Solution, including the Account and Dashboard, if the Client violates or attempts to violate Clipit's Fair Use guidelines.
5. Clipit does not guarantee that the News Selection made using the Monitoring Service will meet the Client's search query.
6. The Client is responsible for the legitimate use of content and its supervision and control.

Article 8. Changes to the Monitoring Solution

Clipit reserves the right to make changes to the Monitoring Solution, including technical adjustments, improvements, and the addition, modification, or removal of features, without prior notice to the Client.

Article 9. Support

The Monitoring Solution includes support for the use and configuration of the Account, with a maximum of 60 minutes per month. Additional support and advice from Clipit's employees depend on the chosen Subscription to the Monitoring Solution (package) and any Service Level Agreement (SLA) agreed upon between the Parties. Unless otherwise agreed in writing, support and advice are provided only on business days during office hours.

Article 10. Personal Data

1. It is possible that (employees of) Clipit, in the context of the Agreement, processes personal data for which the Client is considered the "data controller" within the meaning of the General Data Protection Regulation ("AVG"). If Clipit is considered a "data processor" in this context, the Parties will enter into a data processing agreement.
2. To the extent that Clipit processes personal data of (employees of) the Client for which Clipit is considered the "data controller" within the meaning of the AVG, this personal data will be processed by Clipit in accordance with Clipit's Privacy Statement and applicable laws and regulations.

Article 11. Confidentiality

1. Parties are obliged to maintain confidentiality regarding all confidential information obtained from each other or from other sources in the context of the Agreement, regardless of whether it is of a written or oral nature and from whom it originates. Information is considered confidential if it has been communicated by the other Party or if it arises from the nature of the information.
2. Clipit will immediately inform the Client in writing of any requests from competent government officials, regulators, or a third party for access to or

disclosure of information that Clipit has acquired in the context of (the execution of) the Agreement, including its affiliated companies, employees, customers, and relations. Clipit will then determine further steps in consultation with the Client.

3. Clipit is entitled to mention in a general sense to (potential) customers of Clipit that it provides or has provided the Monitoring Solution to the Client and to use the logo and company name of the Client on its website and in its (advertising) communication to demonstrate its experience and expertise.
4. Clipit will oblige employees in their employment contract and/or a confidentiality agreement to maintain the confidentiality of confidential information, including the personal data of Users.

Article 12. Rates, Invoicing, and Payment Conditions

1. All prices, quotations, and cost estimates are in euros and exclude VAT unless otherwise stated. Invoicing for the Subscription to the Monitoring Solution takes place before the start of the invoiced period. Clipit is authorized to send invoices digitally.
2. If the Client wishes to see a so-called Purchase Order Number (hereinafter: "PO Number") on the invoice, they must provide it no later than 7 days after the conclusion of the Agreement. If the Client fails to provide the PO Number, Clipit is entitled to send the invoice without the PO Number to the Client.
3. The Client is required to pay the invoices sent by Clipit within 28 days of the invoice date. In case of exceeding this payment term, the Client is automatically in default, and they owe statutory interest on the invoice amount, as well as collection costs, without further notice.
4. In case of non-payment by the Client, Clipit is free to suspend its obligations under the Agreement until the moment the Client has fully complied with its payment obligations. The obligation to pay the costs owed to Third Parties by the Client remains in force during the suspension period.
5. Clipit periodically reviews its rates (primarily on January 1 and/or July 1) and depends on factors such as wage and price developments and the availability of public sources. Any increases in rates will be communicated to the Client at least thirty (30) days before the effective date of the rate increase.
6. Rates in the Agreement related to procurement from Third Parties depend on interim changes with these Third Parties. Third Parties invoice directly to Clients unless agreed otherwise. Changes in rates by Third Parties are always passed on to the Client.
7. All copyright fees that rights holders charge Clipit additionally for Media Sources during and after the duration of the Agreement will be invoiced to the Client.
8. If the Client is in default or in breach of one or more of its obligations, all reasonable costs to obtain satisfaction, in or out of court, will be borne by the Client.

Article 13. Duration and Termination

1. The Agreement is entered into for the agreed-upon term and is not terminable during this term. The Agreement expires automatically.
2. Clipit may terminate the Agreement, without the need for a written notice of default or intervention by the court and without being obliged to any damages or compensation, immediately and in writing, in whole or in part if: a. The Client applies for suspension of payments, applies for its own bankruptcy, its bankruptcy is applied for, or its bankruptcy is declared, or a significant part of the Client's assets is or has been seized; b. A change in circumstances makes it no longer economically feasible for Clipit or Third Parties to provide the Client access to the Media Sources or to perform the Monitoring Solution in a financially responsible manner. c. Rights holders or administrators or individual publishers reasonably make it impossible for Third Parties or Clipit to carry out the Agreement.
3. Both Clipit and the Client have the right to terminate the Agreement in whole or in part if the other Party culpably fails to fulfill its obligations under the Agreement and, after a proper and as detailed as possible written notice of default by registered mail, with a reasonable period to still fulfill its obligations, continues to culpably fail to fulfill its obligations under the Agreement.
4. Amounts invoiced by Clipit for services or deliveries performed or provided in connection with the Agreement before termination remain due and payable and become immediately due and payable at the time of termination.

Article 14. Intellectual Property

1. The intellectual property rights concerning the Dashboard and the Monitoring Solution, including but not limited to the intellectual property rights to texts, images, design, photos, software, audiovisual material, and other materials, are owned by Clipit or its licensors. The Client acknowledges these rights and will refrain from any infringement on them.
2. Under the conditions set forth in these General Terms and Conditions, Clipit grants the User a limited, personal, revocable, non-exclusive, non-(sub-)licensable, non-transferable right to use the Monitoring Solution and view the News Selection in the manner and format provided through the Dashboard.
3. The User is expressly prohibited from copying, disclosing, using for direct or indirect commercial purposes, or using for any other purpose material for which no usage rights have been granted to the User, unless Clipit or the relevant rights holder has expressly and in writing given permission for this.
4. The User is not allowed to: a. Remove, make illegible, hide, or modify notifications or mentions of intellectual property rights included in Clipit's online Platform; b. Resell the access to the Platform and/or further distribute the Monitoring service offered by Clipit, including the data provided thereby, including with the purpose of generating income through business activities that are largely similar or

comparable to the business activities conducted by Linda Hoogendoorn, unless a reseller agreement has been concluded between the Parties regarding this matter.

5. Nothing in these General Terms and Conditions is intended to transfer any intellectual property rights to the User. The User shall not undertake any actions that may infringe upon the intellectual property rights of Clipit, Users, and/or third parties, such as registering domain names, trademarks, or Google Adwords search terms (keywords) that resemble or are identical to any sign on which Clipit and/or the Users can assert intellectual property rights.
6. The intellectual property rights to all Media Sources made accessible via the Monitoring Solution, and other data, remain with the party that has made the respective Media Source available. The Client may not reproduce, publish, or share the Media Sources made accessible by Clipit without obtaining permission from the rights holder.
7. Clipit reserves the right to use the knowledge acquired for the execution of the Agreement for other purposes, provided that no confidential information of the Client is disclosed to third parties.
8. The Client indemnifies Clipit against all claims from third parties regarding Intellectual Property Rights related to the publication of texts, images, or other data provided to Clipit by or on behalf of the Client.

Article 15. Liability

1. If Clipit is liable for damage, this liability is limited to the compensation of direct damage, up to a maximum of the invoice amount of the Agreement, with a maximum of €5,000 (five thousand euros).
2. Clipit's liability is in any case always limited to the amount paid out by Clipit's insurer in the specific case.
3. Direct damage is exclusively understood to mean: a. reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these General Terms and Conditions; b. any reasonable costs incurred to have Clipit's defective performance comply with the Agreement, unless these cannot be attributed to Clipit; c. reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to a limitation of direct damage as referred to in these General Terms and Conditions.
4. Clipit is in no case liable for: a. damage resulting from the performance of the Monitoring Solution, including, but not limited to, damage arising from or related to the use of the Dashboard, errors or omissions in the News Selection provided by Clipit, advice, and/or materials, or from unlawful acts or otherwise, insofar as this is permitted by mandatory law; b. indirect damage, including but not limited to personal injury, consequential damage, loss of profit, missed savings, business interruption damage, and damage resulting from (contractual) penalties,

including penalties for not meeting any delivery or performance deadline; c. damage caused by intent or recklessness of auxiliary persons, Third Parties engaged by Clipit in the performance of the agreement, as well as non-managerial subordinates of Clipit; d. damage on the part of the Client, arising from or related to the use of third-party systems, including but not limited to cloud computing, used by Clipit for the Monitoring Solution; e. damage resulting from the Client's use and further dissemination of the Media Sources to which Clipit has provided access via a deeplink; f. damage caused by malfunctions, limitations, or errors in the electronic services of Clipit, such as the sending of News Reports and access to the Dashboard and the electronic services of third parties, such as providers, network operators, or other telecommunication networks; g. damage, of any nature or in any form whatsoever, caused by relying on incorrect and/or incomplete data provided by the Client.

5. This article also applies to all affiliated companies of Clipit, as well as its directors, executives, employees, representatives, and successors in title.
6. The limitations of liability for damage included in these General Terms and Conditions do not apply if the damage is due to intent or gross negligence on the part of Clipit.
7. The Client indemnifies Clipit against claims from Third Parties related to the performance of the Agreement by Clipit, for whatever reason, unless the cause can be attributed to Clipit.

Article 16. Limitation Period

The period within which the Client can hold Clipit liable for damages is in all cases limited to 1 year from the occurrence of the damage or the moment when the damage could reasonably have been discovered. A condition for the emergence of any right to compensation is always that the User reports the damage to Clipit in writing as soon as possible after its occurrence. Clipit's liability expires in any case after 1 year from the delivery of the services or the performance of the work from which the damage arises.

Article 17. Force Majeure

1. In case of force majeure, Clipit is entitled to terminate the Agreement or suspend the performance of its obligations towards the Client for a reasonable period without being obliged to pay any compensation.
2. In the context of these General Terms and Conditions, force majeure is understood to mean: a non-attributable failure on the part of Clipit, his third parties or suppliers engaged by him, or any other significant reason on the part of Clipit, preventing Clipit from performing the Agreement in a timely manner or without, measured by objective standards, excessive burdening effort and/or costs.
3. If, at the onset of force majeure, Clipit has already partially fulfilled his obligations, or can only partially fulfill his obligations, he is entitled to invoice the

already delivered or deliverable part separately, and the Client is obliged to pay this invoice as if it were a separate Agreement. However, this does not apply if the already delivered or deliverable part has no independent value.

4. Circumstances constituting force majeure include, among others: epidemics or pandemics, war, riots, mobilization, domestic and foreign disturbances, government measures, strikes and worker lockouts or threats thereof, business disruptions due to fire, disruptions in internet connectivity, hardware malfunctions, disruptions in (telecommunication) networks, interruptions in the supply of electricity, hindrance of work due to natural phenomena, as well as shutdown or suspension of work at the direction of a government institution.

Article 18. Amendment and Interpretation of the Terms

1. Clipit is authorized to make changes to these General Terms and Conditions. These changes come into effect at the announced time of entry into force. Clipit will timely send the amended conditions to the Client. If no time of entry into force has been communicated, changes become effective towards the Client as soon as the Client is informed of the change. In case of a substantial change, the Client has the right to terminate the Agreement with due observance of the applicable notice period before the change takes effect.
2. In the event of an interpretation of the content and scope of these General Terms and Conditions, as well as in the event of a conflict between the content or interpretation of any translations of these General Terms and Conditions and the Dutch version, the Dutch text shall always prevail.

Article 19. Aftereffect

The provisions of these General Terms and Conditions and the Agreement, explicitly or by their nature intended to remain in force after termination of this Agreement, shall continue to be in force thereafter and shall continue to bind both Parties.

Article 20. Appliable Law and Competent Court

Dutch law exclusively applies to all Agreements concluded between Clipit and the Client. All disputes arising from the Agreement or agreements resulting therefrom, including those considered disputes by only one of the Parties, shall be settled by the competent court in the district where Clipit is established.