

General terms and conditions

GENERAL TERMS AND CONDITIONS 4ORANGE B.V.

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II DEFINITIONS

1 Definitions

4orange 4orange B.V.

General Terms and Conditions 4orange B.V.

Processor the party who actually uses the Product on behalf of the Client or the one who processes the Product.

CCI Research online and/or offline research in a specific product segment by means of a questionnaire of the Center for Consumer

Information

Data data of the Client

Database a database with Data, which is set up, managed, hosted and maintained by 4orange

End User the third party to whom Client rents - a subset of - the Address Database

Survey CCI research and/or Online Lead Generation research Data the data digitally stored in files (address files, zip code files, personal data, etc.) which are owned by 4orange, of which 4orange is list broker and/or which are managed by 4orange and which will be provided, delivered and/or rented by 4orange to Client

Effective Date the date on which the right to use the Product is granted or the date as of which a service is provided, as further defined in the Agreement

License the right of the Customer to use the Product in accordance with the provisions of the Agreement

Site the location for the delivery and installation of the Product as specified in the Agreement

Quotation the special provisions set out in the quotation, which apply to the Agreement and form part thereof

Online Lead Generation research online surveys in a specific product segment by means of a questionnaire provided by 4orange and/or third parties

Order Confirmation written confirmation from 4orange of an order from the Client and associated written conditions and agreements

Client legal entity with whom 4orange concludes an Agreement Agreement the written Quotation or Order Confirmation and/or Agreement signed by 4orange and Client including General Terms and Conditions and any attachments that are part thereof

Product the product and/or service that 4orange delivers to the Client as described in the Agreement

WBP Personal Data Protection Act

Amsterdam Southeast 3 January 2021

III GENERAL PROVISIONS

2 General

2.1 These General Terms and Conditions are applicable to the realization, interpretation and execution of each Agreement to be concluded by 4orange with a Customer and are an integral part thereof.

2.2 Agreements between 4orange and Customer are only established by and at the moment of explicit written confirmation of a (change of a) commission or order by 4orange.

2.3 The General Terms and Conditions of the Customer or other third parties, are expressly not accepted by 4orange and will not be part of an Agreement concluded by 4orange with a Customer, except for express written acceptance by 4orange. Client is deemed to have agreed to the exclusive applicability of these General Terms and Conditions.

2.4 Any Agreement, Quotation, Order Confirmation and/or offer of 4orange (whether or not together with third parties) are, insofar as not otherwise agreed in writing with the Client, exclusively subject to these General Terms and Conditions, including any annex(es).

2.5 If one or more provisions of these General Terms and Conditions conflict with the provisions of the Agreement, the relevant provisions of the Agreement shall prevail.

3 Intellectual Property Rights

3.1 Customer acknowledges and accepts that the Product is owned by 4orange (or its suppliers where applicable) and is protected by intellectual property rights, international treaties and all other applicable national laws. All intellectual property rights to the Product, as well as (sub)parts thereof, shall at all times remain the property of 4orange and/or its suppliers.

3.2 Any indications in or on the Product regarding intellectual property rights may not be removed or changed by the Client.

3.3 Customer shall follow all reasonable instructions, given from time to time by 4orange, regarding the use of (intellectual) property rights of 4orange in and/or on the Product, or parts of the Product.

3.4 Customer acknowledges that the Product, as well as parts thereof, represents a value in the form of know-how and Customer acknowledges that the Product contains trade secrets and confidential information which is the exclusive property of 4orange and/or its suppliers.

3.5 All rights - including property rights, copyrights, patent rights, trademark rights, and all other rights of intellectual or industrial property - relating to the Data and the Database, as well as changes

made by 4orange to the Database in connection with the hosting, management and maintenance of the Database, are vested in the Customer, unless otherwise provided by Agreement.

4 Confidentiality

4.1 Each party to the Agreement shall take all reasonable precautions to keep confidential the information of a confidential nature received from the other party.

4.2 Notwithstanding the provisions of paragraph 1, the Customer shall give the information received from 4orange the same confidentiality as it gives to its own information. Should the information nonetheless become public, the Client is obliged to inform 4orange immediately about this - as well as about the circumstances under which disclosure took place - and the Client must lend 4orange, insofar as can reasonably be expected, all cooperation in taking (legal) measures against the parties that violate and/or have violated confidentiality. Confidential information includes the Product, and the data processed with the Product, originating from the Client.

4.3 4orange is entitled to issue a press release announcing the performance of the Agreement in general terms (such as name of Client, duration of the Agreement, general description of the Products purchased). Furthermore, 4orange is permitted to mention the name of Client in a list of clients of 4orange in presentations and reports made for shareholders, clients, potential clients, analysts and official bodies (including the Securities Exchange Commission).

5 Use of Data

5.1 4orange only provides Data from files, which it owns, listbrokers and/or manages. The Data provided by 4orange, or a subset thereof, as well as the right to edit and reproduce it, remain the inalienable property of 4orange. The intellectual property rights will remain at all times with 4orange and/or the aforementioned third parties.

5.2 Client will never act in violation of the applicable legal guidelines (including WBP, Telecommunications Act and/or the Code of Conduct of the Dutch Dialogue and Marketing Association) when using/renting - a subset of - the Data. Client will ensure and guarantee that an intermediary and/or Processor and/or End User engaged by it, to whom it rents - a subset of - the Data, will also never act in violation of this. Client is liable towards 4orange if it or an intermediary and/or Processor and/or End User engaged by it acts contrary to the aforementioned applicable legal guidelines.

5.3 If and insofar as 4orange provides telephone numbers to the Client, the Client must ascertain that the use of these telephone numbers is permitted under the applicable laws and regulations, in particular the rules concerning the legal Bel-me-not register. Client shall indemnify 4orange against claims from third parties arising as a result of non-compliance with these regulations.

5.5 If the Client meets the requirements of the Bel-me-not-register and the parties have agreed this in the Agreement, all Data will be deduplicated by 4orange against the Bel-me-not-register and the appropriate files of the Dutch Dialogue and Marketing Association. If the Client does not meet the appropriate requirements, the Data will not be deduplicated against the Bel-me-not register.

Amsterdam Zuidoost 5 January 2021

5.6 All communications that Client makes on the basis of and/or with the help of - a subset of - the Data, must comply with Dutch law and the conditions included in the Dutch Advertising Code and the associated rules of conduct.

5.7 4orange is entitled to terminate the execution of the Agreement if it appears that the Client acts in violation of this article. 4orange shall then be entitled to charge the costs incurred to the Client and shall in no way be liable for damages to the Client and/or third parties. This does not affect any action by 4orange for damages.

5.8 Unauthorized use of - a subset of - the Data under this Agreement entitles 4orange to terminate the Customer's right of use with immediate effect. Article 7.11 applies in full.

5.9 Client shall immediately inform 4orange about complaints from one or more data subjects about - a subselection of - the Data. 4orange will then, if requested by the data subject, block the Data of the data subject(s) in its database in order to prevent the Data of the data subject(s) from being redelivered. Client guarantees that the End User will inform it immediately if the situation described in this article arises.

5.10 4orange is in no way liable to Client for the accuracy and/or completeness of - a subset of - the Data provided, with the exception of the accuracy of the contact details (postal address, telephone number, e-mail address) of the addressee which is guaranteed by 4orange for one month after delivery - with the exception of a permissible error rate of 2% of the total of the Data delivered - on the understanding that in the event of its proven inaccuracy Client will not be able to assert any rights other than compensation in the amount of the agreed price per address above the excess of the 2% error rate. No right to (damage) compensation exists therefore in case of for instance, but not limited to, the addressee's refusal to accept the mail item from Principal, the inability to deliver or the non-arrival of the sent e-mail for whatever reason, and the lack of (positive) response by the addressee for whatever reason, including the inaccuracy and/or incompleteness of (the information that led to the composition of) - a subset of - the Data.

5.11 With regard to - a subselection of - the Data that turns out to be inaccurate and/or incomplete, the Customer can assert no rights other than to request 4orange, after identifying the Data that turns out to be inaccurate and/or incomplete, to correct this inaccuracy and/or incompleteness. 4orange is in no way liable to the Client for the accuracy and/or completeness of the re-issued Data. The inaccuracy and/or incompleteness of the Data does not affect 4orange's right to payment by Client of the agreed fee(s).

5.12 Customer, Processor and 4orange will take adequate technical and organizational measures to secure - a subset of - the Data against loss or against any form of unlawful processing or use. These measures will, taking into account the state of the art and costs of implementation, guarantee an ensure an appropriate level of security, given the risks involved in the processing and the nature of the - subset of - Data to be protected.

5.13 Each party within this agreement commits itself to the notification obligation that any data breach of - a subselection of - the Data must be reported within 72 hours to the Personal Data Authority as part on the WBP.

6 Delivery of Data and Data

6.1 The Data, data carriers and Data will be transported in the manner specified by 4orange and at the expense and risk of the Client. 4orange does not accept any liability for the consequences of any transport risks.

6.2 4orange aims to deliver - a subset of - the Data to the Client or Processor within five working days after signing the Agreement. Delivery deadlines provided by 4orange are not binding unless expressly

agreed in writing between Client or Processor and 4orange. Delay in the delivery of - a subset of - the Data by 4orange to Client or Processor can never

give rise to compensation or dissolution of the Agreement concluded between 4orange and Client or Processor. Without prejudice to the provisions of this paragraph, agreed delivery times shall only apply if and insofar as the material to be processed is delivered at the agreed time and place. In case of late delivery, 4orange shall be entitled to further fix the delivery date.

6.3 Without prejudice to the provisions in paragraph 2 of this article, agreed delivery times shall only apply if and insofar as the material to be processed is delivered at the agreed time and place. In case of late delivery, 4orange is entitled to further determine the delivery date. Any additional costs incurred to deliver sooner than within five working days will be charged to the Customer after consultation with the Customer.

6.4 Delivery of Data will take place on data carriers to be agreed upon, including electronic data carriers.

6.5 In order to trace and prove possible unauthorized use, each file with Data can be provided with some control data by 4orange.

6.6 If 4orange processes other files of the Client or Processor for a delivery of - a sub selection of - Data to the Client or Processor, these files must be delivered by the Client or Processor in a format and layout to be determined by 4orange. E-mail files will never be delivered by 4orange to Client or Processor.

7 Liability and indemnification

7.1 4orange only accepts liability to the Client to the extent shown below in this article.

7.2 The total contractual and extra-contractual liability of 4orange to the Customer is limited to liability in respect of direct damage with a maximum of the total amount of fees paid by the Customer to 4orange under the Agreement concluded between 4orange and the Customer. If the Agreement has a term of more than one year, the

stipulated price is set at the total of the fees (excluding VAT) for one year. 4orange will not be liable for indirect damages, including, but not limited to, consequential damages, reduced goodwill, business stagnation and monetary loss or monetary damage. The maximum amounts mentioned in this paragraph will lapse if and insofar as the damage is the result of intent or gross negligence of 4orange and/or its executives.

7.3 Direct damage is understood to mean exclusively:

(i) all reasonable costs that the Customer would have to incur to have 4orange's performance comply with the Agreement. However, this damage will not be compensated if the Customer has dissolved the Agreement;

(ii) the costs incurred by the Customer for keeping its old system(s) and related facilities operational longer by necessity due to 4orange's failure to deliver on a binding delivery date, less any savings resulting from the delayed delivery;

(iii) reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of this article;

(iv) reasonable costs incurred to prevent or limit damage, to the extent that the Customer demonstrates that these costs have resulted in a limitation of direct damage within the meaning of this Article.

7.4 Outside the cases mentioned in this article, 4orange shall not be liable for any compensation, regardless of the ground on which an action for compensation would be based, unless the damage suffered by the Client is the result of intent or gross negligence on the part of 4orange.

7.5 The liability of 4orange on account of attributable failure in the performance of the Agreement shall only arise if the Client gives 4orange immediate and proper notice of default in writing, setting a reasonable term to remedy the failure, and 4orange continues to fail attributable in the performance of its obligations even after that reasonable term has expired.

The notice of default must contain as detailed a description of the failure as possible, so that 4orange is able to respond adequately.

7.6 The condition for the emergence of any right of the Customer to compensation is always that the Customer reports the damage to 4orange in writing as soon as possible, but no later than 2 months after its occurrence.

7.7 4orange is in no way responsible for liabilities that the Client assumes towards third parties (such as, among others, Processors and/or End Users), or that otherwise arise for the Client in connection with the Agreement with 4orange (or the performance thereof).

7.8 The Customer shall indemnify 4orange against all claims including, but not limited to, fines, damages and other claims from third parties (such as, among others, Processors and/or End Users) due to product liability as a result of a defect in a Product or system delivered by the Customer to a third party that consisted in part of products delivered by 4orange.

which consisted partly of equipment, software or other materials supplied by 4orange.

7.9 The Parties undertake to each other to comply with all laws and regulations applicable to the collection, provision and use of the data referred to in the Agreement. Parties indemnify each other against all claims, including but not limited to fines, damages and other claims of third parties, relating to non-compliance by the party concerned with the provisions of the Personal Data Protection Act and/or Telecommunications Act or any other applicable statutory regulation and/or statutory provision.

7.10 The regulation of liability and indemnification contained in the previous paragraphs also applies to 4orange, its employees and those engaged by 4orange for the execution of the Agreement. In the event of secondment, the Client shall have its third-party insurance also apply to the damage referred to above.

7.11 Upon violation of any provision of this Agreement by the Client or by the Processor and/or End User engaged by the Client, the Client will forfeit to 4orange an immediately payable penalty of an amount equal to the 10-fold of the total invoice amount, without prejudice to any further claims by 4orange for damages.

8 Force Majeure

8.1 4orange shall not be liable for damages in respect of delay in the fulfillment or non-fulfillment of any obligation arising from the Agreement, if this is not reasonably possible for 4orange as a result of

changes occurring outside 4orange's control and/or changes in the circumstances existing at the time the obligations were entered into.

If fulfillment of the Agreement cannot reasonably be required from 4orange as a result of force majeure or similar circumstances, the performance of the Agreement will be suspended for a period of no more than three months, after which the parties will consult about interim changes or termination of the Agreement.

8.2 Force majeure, as referred to in the previous paragraph, also includes strikes, insofar as these are not directed against the policy of the company of 4orange, as well as force majeure and/or default of suppliers of 4orange and prevention of (timely) performance due to government measures.

9 Duration and termination

9.1 The Agreement commences on the Effective Date and has a term as indicated in the Agreement. The Agreement will end by operation of law after expiry of the term, if and insofar as 4orange and Customer do not agree on a renewal of the Agreement after expiry of the term. 4orange will consult with the Customer no later than 3 months before the end of the Agreement or at another time agreed between the parties about the conditions for entering into a new Agreement.

9.2 The parties are entitled to immediately terminate this Agreement without judicial intervention in the event of one or more of the following events:

(i) If either party imputably fails in the performance of its obligations under the Agreement and such failure is such that it either cannot be remedied or cannot be remedied, or if the failure is not remedied within 30 days after notice of default or notification from the other parties.

(ii) If one of the parties is declared bankrupt, if one of them is granted suspension of payments, if one of the parties is otherwise unable to meet its payment obligations or if one of the parties is otherwise unable to meet its obligations under the Agreement and Schedule(s) or if one of the companies is liquidated or terminated.

9.3 In the event of termination of the Agreement - for whatever reason - the Customer shall return to 4orange all materials and documents relating to the Product made available to the Customer by 4orange without delay - but no later than 5 working days after such termination. The Client hereby warrants to 4orange that no copies of the Product, or parts thereof, as well as documentation relating to the Product are in the possession of or kept by or on behalf of the Client after the expiry of this period of 5 working days. Customer is liable for all damages and costs in connection with, or arising from, non-compliance with the Agreement and Customer shall indemnify 4orange against and compensate 4orange for all claims including, but not limited to, fines, damages and other claims by third parties.

9.4 All terminations of the Agreement must be made timely and in writing by the terminating party to the other party at the address stated in the Agreement.

10 Fees

10.1 In a number of situations, 4orange may require the Customer to make an advance payment, request a bank guarantee or request other security before delivering the Product to the Customer, at the sole discretion of 4orange. If the Customer fails to provide this security, the order will be deemed not to have been accepted or not to have been given.

10.2 Settlement will take place on the basis of what has been agreed in the Agreement.

10.3 In return for the Product delivered by 4orange, Client will pay 4orange a fee as specified in the Agreement. All prices and amounts are in Euros and are exclusive of sales tax (VAT), other government levies, material and order costs, travel and accommodation costs of its employees and similar additional costs.

10.4 The fee(s) and any discounts as mentioned in the Agreement is/are only applicable to the Product concerned as mentioned in this Agreement and are no indication for any other offers, orders, renewal of the Agreement or other agreements between 4orange and Customer.

10.5 Fees are based on the circumstances prevailing at the time of entering into the relevant Agreement. In the event of unforeseen significant changes in (any part of) the price-determining circumstances (the costs of wages and premiums, higher "list-prices" of software, price changes of third parties and taxes and the like), during the execution of agreed work or deliveries, 4orange shall be entitled to adjust the agreed fee in such a way that the resulting disadvantage is wholly or partly eliminated. If the nature of the work changes in the interim such that a different category of work can be spoken of, 4orange is entitled, in consultation with the Customer, to bring the fee due by the Customer to 4orange in line with the new work.

10.6 All invoices from 4orange must be paid by the Client to 4orange within 14 days from the invoice date to the bank account indicated by 4orange. This term is in principle considered as a deadline, unless the parties agree otherwise. If the Customer fails to pay any compensation to 4orange (in full) after expiry of the term mentioned in this paragraph, the Customer will be in default without notice of default being required.

10.7 4orange is entitled to charge statutory commercial interest on the outstanding invoice amount if the Customer exceeds the payment term. All collection costs (both judicial and extrajudicial) shall be borne by the Client, without prejudice to 4orange's further rights, including suspension of work. The extrajudicial costs will be fixed at 15% of the invoice amount and will be at least € 250.

10.8 Payment of invoices of 4orange by Client will, except in the event of mandatory legal provisions to the contrary, take place without deduction, compensation or suspension.

10.9 Work performed by 4orange at the request of the Client which has not been agreed in writing will be paid separately by the Client to 4orange at the hourly rate applicable at 4orange at that time.

10.10 If during the term of the Agreement extensions (consisting of specific developments, work, and/or additional Licenses) are realized, then the fee as referred to in the Agreement will be increased in proportion to the remaining term of the Agreement, depending on the extent of the extensions performed.

10.11 Work performed outside normal business hours as well as extra costs incurred by 4orange will be charged separately to the Customer at 4orange's usual rate as included in the Agreement. Additional costs include costs incurred as a result of engaging the services of third parties, which are made at the request of the Customer and additional services performed by 4orange, not under the Agreement, but at the express request of the Customer. This rate will increase during the term of the Agreement at the most by the index figure published by the CBS concerning wage increases in this or similar branches.

10.12 If the performance of the Agreement must be accelerated, for whatever reason, the Client shall be obliged to reimburse 4orange for any additional costs and overtime.

10.13 Only payments to 4orange shall have a liberating effect. Payments by the Client to an employee of 4orange or the provision of advances to an employee are prohibited and non-binding.

10.14 If the order is cancelled by the Client before the agreed delivery date, for any reason whatsoever, 4orange is entitled to charge the Client 30% of the original invoice value in addition to the costs incurred, including the costs of hired third parties.

10.15 Subject to the above provisions of the Agreement, 4orange reserves the right to terminate the Agreement or suspend the performance of the Agreement, if the Client does not, not fully or not timely comply with any payment obligation as stated in the Agreement.

11 Processor and/or End User

11.1 If it has been agreed that Client may make use of a Processor and/or End User in the performance of the Agreement, Client guarantees that Processor and/or End User will comply with the applicable provisions of the Agreement. If Processor and/or End User act contrary to those provisions then Client is liable to 4orange for this. 4orange accepts no liability for any damage resulting from the use of the File by Processor and/or End User.

11.2 Furthermore, the Client will ensure that the Processor and/or End User will enable 4orange to supervise compliance with the provisions of the Agreement and/or these General Terms and Conditions, and to this end will grant 4orange access to its buildings and computer facilities if necessary, and provide it with all further cooperation requested in this respect.

12 Continuation

12.1 The Articles regarding confidentiality, liability and audit (Articles 11.2 and 13.7) shall remain in effect between the parties for a period ending at the end of the second (2nd) year after termination of this Agreement for any reason.

13 Other

13.1 The Agreement includes all arrangements agreed upon by 4orange and Customer regarding the delivery and use of the Product and supersedes all previously made arrangements in this regard between the two parties. No other terms or conditions (including written, orally given or attachment(s) added to order form, document or correspondence) shall form part of the Agreement or be deemed to form part thereof, unless otherwise expressly agreed in writing by the parties.

13.2 The Client shall be obliged to provide 4orange with all the information required for proper performance of the agreed work by 4orange.

13.3 The rights and obligations under the Agreement may not be assigned by the Client. 4orange is entitled to transfer the rights and obligations under the Agreement to an affiliated company within the 4orange group.

13.4 If any provision of the Agreement is void or annulled, the other provisions shall remain in full force and effect and 4orange and the Client shall consult in order to agree new provisions to replace the void or annulled provisions, taking into account as much as possible the purpose and meaning of the void or annulled provision.

13.5 Insofar as assignments have been carried out other than as stated in the Agreement, these General Terms and Conditions shall also apply.

13.6 All title words used in the Agreement are for convenience and are of no importance for the interpretation of the Agreement. Accordingly, no rights may be derived therefrom by the parties.

13.7 Client allows 4orange to verify Client's compliance with the Agreement during normal business hours. 4orange reserves the right at its sole discretion to immediately suspend its operations in the event of a suspected or actual breach of the provisions of this Agreement. If an audit reveals that Customer is not acting in accordance with the terms and provisions of this Agreement, Customer shall be responsible for the cost of the audit and all damages resulting from the noncompliance, including, but not limited to, special, incidental, indirect or consequential damages or any other damages, including additional damages and damages for loss of goodwill.

13.8 Institutions and companies that order Data from 4orange on behalf of their clients (such as listbrokers, advertising and advertising agencies) are considered to be Clients in relation to 4orange.

14 Applicable Law and Disputes.

14.1 The Agreement, the Quotation, the Order Confirmation and these General Terms and Conditions are governed by Dutch law.

14.2 All disputes arising between the parties in relation to the Agreement, the Quotation or these General Terms and Conditions will be submitted exclusively to the competent court in Amsterdam.

IV ADDITIONAL PRODUCT-SPECIFIC PROVISIONS

IV A ADDITIONAL PROVISIONS RELATING TO LISTENING (including updating data), LISTMANAGEMENT, DELIVERY OF E-MAIL ADDRESS FILES

15 Use and delivery of Data

15.1 The Data or a subset of the Data may only be added by Customer to its own files or files of third parties managed by Customer, or delivered to third parties, if and insofar as this addition or delivery of Data is of a temporary nature and is required for the proper use of the Data by Customer, all this subject to paragraph 4 of this article of these General Terms and Conditions. The Data may not be resold by Customer to third parties.

15.2 The Data or any subselection is for one-time use only, unless prior written permission for reuse is given by 4orange, and only for the activity stipulated in the Agreement. After single use, - the subselection of - the Data may not be added by Client to its own files, except if and insofar as there is a response to the Data.

15.3 If Client wishes to make use of an intermediary and/or Processor and/or End User and Client has requested 4orange in writing whether it agrees to the delivery of - a subselection of - to this intermediary and/or Processor and/or End User, this delivery of - a subselection of - Data shall be deemed to be made at the expense and risk of Client.

15.4 The use of - a subselection of - Data by Client or End User is subject to prior approval by 4orange of the content and purport of the mailing/call script as well as the identity of the End User. 4orange will receive an example of the mailing/call script from Client in advance, as Client or the End User intends to use it.

16 Fees

16.1 Re-use of - a sub-selection of - the Data by Client can only take place within two months after delivery of - a sub-selection of - the Data, provided that 4orange has granted written permission to

Client. In case of reuse, the Data will be charged by 4orange at 50% of the original integral fee per address.

IV B ADDITIONAL PROVISIONS REGARDING (LICENSE) DATASETS AND SOFTWARE

17 Grant and scope of license

17.1 4orange grants the License for the Product to the Client on condition that the Client pays the agreed fee, as further described in the Quotation, to 4orange in a timely and correct manner.

17.2 By Agreement, 4orange grants to the Customer a personal, non-transferable and non-exclusive license to use the Product, the associated software and the equipment at the Location in accordance with these General Terms and Conditions and the specific terms stated in the Quotation.

17.3 The Customer shall not transfer or sublet its rights under the Agreement or the Product or otherwise make them available to third parties - including affiliates of such third party or the Customer itself - without the express prior written consent of 4orange.

17.4 The license to be granted to the Customer does not include the Customer's express or implied right to grant third parties access to, or use of, the Product except those permitted as stated in the Agreement. The Product may be used by Customer in its own business by the number or type of users for which the License is granted, in accordance with the provisions of the Agreement. Customer shall not make any copies of the Product or parts thereof, except for a copy for backup and/or archival use during the term of the license granted, without the express prior written consent of 4orange. All copies of the Product must contain the appropriate copyright notice as defined in the Quote.

17.5 Only 4orange employees and employees employed by the customer shall have access to the software provided by 4orange. This as far as the number of licenses reaches. The Client shall have every external (temporary) employee who will work with the Product on behalf of the Client sign a confidentiality declaration in advance. This declaration will be communicated and submitted to 4orange.

17.6 The Client is responsible for installing the Product or loading the Product on its hardware, if applicable, and for providing the same and other operational facilities and support facilities, unless the parties expressly agree otherwise. In the event of any hardware failure, the Product may be used on other hardware for the duration of the failure.

17.7 The risk of loss of the Product shall pass to the Customer on the date of delivery. The delivery date shall be the date specified in the Agreement, unless before this delivery date the Customer has not signed and returned the Agreement to 4orange. In the latter case, the delivery date is deemed to be no later than 10 days after 4orange receives the Agreement signed by the Client. 4orange will do its best to deliver the Products on the date mentioned in the Agreement. However, this delivery date is never guaranteed and 4orange takes no responsibility for any damage and/or loss (whether direct or indirect) resulting from delay or negligence in the delivery or delivery of the Product.

17.8 The Customer undertakes:

(i) not to use the Product for purposes other than those specified in the Agreement;

(ii) not to disclose the Product to third parties, nor to disclose it to its own employees or agents except those for whom it is necessary to have it revealed to them in connection with the purpose of the Agreement;

(iii) not modify the Product in any way or use the Product for the benefit of third parties except as specified in the Agreement. (iv) ensure that only authorized persons designated by it under the Agreement may access the Product.

17.9 4orange bears no responsibility and liability whatsoever for operations and selections of the Product which are carried out by 4orange on behalf of the Client and accepted by the Client.

18 Warranty

18.1 4orange guarantees for the duration of the Agreement, after installation of the Product, that the Product delivered by it will function according to the specifications given by it in writing in the Agreement. Furthermore, any defects in the Product arising during the aforementioned period shall be at the expense of 4orange.

18.2 Recovery of mutilated or lost data is not covered by the warranty. The warranty does not apply if the Product has been modified by others than 4orange without its prior written consent or as a result of improper or unauthorized use of the Product. 4orange will charge the costs of repair to the Customer in case of user errors or other causes not attributable to 4orange.

18.3 If at any time during the warranty period the Customer discovers that the Product does not meet what has been agreed, the Customer shall notify 4orange in writing, and in urgent cases by telephone.

18.4 If 4orange is of the opinion that the Customer cannot appeal to the warranty provisions, because a defect is not part of the guaranteed properties or can be traced back to hardware causes not attributable to 4orange or to software not delivered or advised by 4orange, the burden of proof lies with the Customer, if the latter is of the opinion that he can appeal to the warranty provisions.

18.5 4orange undertakes to take, as soon as reasonably possible after written or telephonic notification of the defects, those measures that lead or may lead to the repair of the defects in the shortest possible term.

18.6 The warranty of any Product previously ordered and delivered by 4orange within a License shall not be extended by any Product subsequently ordered and delivered by 4orange. If orders are added to a License whose warranty has since expired, the warranty on it does not restart.

18.7 4orange guarantees that the work to be performed by it will be carried out meticulously and with the required craftsmanship.

18.8 4orange provides a best-efforts obligation to ensure, as much as possible, that the Product delivered by it functions without errors or interruptions.

19 Development of Product

19.1 If requested by the Customer, 4orange will further develop the Product it has delivered on the basis of the data to be provided by the Customer with due observance of the provisions of Article 10.10 of these General Terms and Conditions. Client shall guarantee the accuracy, completeness and consistency of the data provided by it. If the parties have agreed on the use of a development method which is characterized by the fact that the design and/or development of parts of the Product is subject to a further prioritization to be determined during the performance of the Agreement, this prioritization shall always be established in consultation between the parties.

19.2 Under no circumstances shall the Customer have any right or claim to surrender the source code (changes to, additions to, or new version of the Product), unless otherwise agreed in writing. If the

Client discovers programming errors in the Product, the Client shall notify 4orange immediately so that 4orange can remedy these errors.

20 Delivery & installation

20.1 4orange shall deliver and install the Product to be developed to the Customer as much as possible in accordance with the specifications laid down in writing in the Agreement.

20.2 The Customer must ensure that the hardware on which the Product is to be installed meets the specifications set and provided by 4orange.

20.3 Installation of the Product shall commence on the date agreed in the Agreement. The Client shall cooperate with the installation, including by making machine capacity, man capacity and workspace available. The costs of the installation shall be borne by Customer in accordance with the rates set out in the Agreement. If the installation requires modification of the hardware, 4orange will not proceed to do so until after written permission from the Client.

20.4 If the Customer's hardware does not meet the specifications indicated by 4orange, and consequently adjustments to the Product are necessary for the installation, which have not been agreed in advance, these adjustments will be carried out by 4orange at the rates set out in the Agreement, provided that they are technically possible and organizationally feasible.

20.5 If, at the request or with the consent of the Client, 4orange has performed work or other performance that falls outside the content or scope of the agreed services, this work or performance will be reimbursed by the Client in accordance with 4orange's usual rates. Additional work shall also exist if the Product, a design or specifications are expanded or modified.

21 Maintenance work relating to the software

21.1 If the parties have agreed so in the Agreement, 4orange will perform maintenance on the Product it has delivered. Maintenance under the Agreement means the following:

(i) the repair of imperfections in the standard software and documentation, as well as the standard adjustments and/or customizations made by 4orange. This includes the detection and repair of observed and reproducible malfunctions and defects in the Product, which prevent the normal functioning of the Product;

(ii) the maintenance of the Product, so that it is ensured as much as possible that the Product will function in accordance with what has been agreed between the parties for the duration of the maintenance; and

(iii) making the necessary adjustments arising from normal changes (updates) to the Product.

21.2 If the Customer wishes to call upon 4orange in the context of the Agreement in order to have maintenance work carried out, the following conditions shall apply:

(i) 4orange must be able to reproduce the detected error, which means that it must be possible to trace the cause of the error;

(ii) the error found must be an error that occurs in a version of the Product currently maintained by 4orange;

(iii) The Customer must provide 4orange with all reasonably requested information and assistance in order to detect and repair the error as soon as possible. In that context, the Customer must ensure

that the fault/error that has occurred is described as clearly as possible and in writing and report this to 4orange as soon as possible, during office hours;

(iv) in all situations as described above, the failure/error must not have occurred as a result of improper, injudicious or unauthorized use of the Product by the Customer, at the sole discretion of 4orange;

(v) adaptations of the Product to changed circumstances, such as essential changes in the equipment or operating software with which the Product interacts, are expressly not covered by the agreed maintenance. Nor are adjustments to the Product made by the Customer itself covered by the agreed maintenance;

(vi) furthermore, there is no right to free performance of the maintenance work, if the malfunction/fault is the result of an external cause (such as, inter alia, fire), unfavorable influences of other equipment or software or failures in the electricity grid;

21.3 In addition, 4orange offers Customer telephone support during the normal office hours of 4orange, namely from 9.00 a.m. to 5.30 p.m. from Monday through Friday (excluding general holidays).

21.4 Only persons who have received training from 4orange in the software may claim maintenance work by 4orange.

IV C ADDITIONAL PROVISIONS REGARDING PARTICIPATION IN SURVEYS

22 Duration and extension of participation

22.1 4orange and Customer shall agree in the Agreement the specific duration of Customer's participation in one or more Surveys.

22.2 The Agreement may be renewed in the interim in writing by 4orange and Customer for a term to be determined. If, during the term of this Agreement, 4orange is approached by a third party regarding future participation by this third party in a Survey, 4orange will first enter into negotiations with Client in order to conclude a new Agreement.

22.3 If 4orange and the Client renew the Agreement in writing in the interim, the Client shall be required to pay the remaining fees to 4orange and 4orange shall be entitled to set new fees.

23 Delivery of Data

23.1 Delivery of Data by 4orange to Customer will take place by Survey, after the results have been processed by 4orange.

23.2 4orange aims to deliver the Data to the Client as soon as possible, subject to paragraph 1 of this article.

23.3 Under no circumstances will the Client obtain the answers to the respondents delivered on behalf of other clients, nor will other clients obtain the answers to the respondents delivered on behalf of the Client.

24 Use of the Data

24.1 4orange does not in any way warrant to Client the accuracy and/or completeness of the Data to be provided or supplied by respondents.

24.2 The Client may only use the Data provided by 4orange for its own use during the term of the Agreement, except with the prior written consent of 4orange. The Customer may furthermore not make the Data in question available to third parties or allow it to be used by third parties in any way whatsoever, directly or indirectly, except with 4orange's prior written consent. If and insofar as 4orange grants this permission to the Customer, additional conditions may be imposed by 4orange, including other financial conditions.

24.3 After completion of a Survey, or after termination of the Agreement, Client will have to remove and destroy the Data or later compiled file containing the Data. After removal and destruction, Client shall send 4orange a confirmation by fax, email and/or letter.

The Client is liable to 4orange for any failure to remove and/or destroy the Data or later compiled file containing the Data in a timely manner or in full.

25 Compensation

25.1 Subject to the provisions of Article 10 of these General Terms and Conditions, if payment has not been made within thirty (30) days of the invoice date, 4orange is entitled to offer the Data to third parties, expressly including companies and institutions competing with the Client, as referred to in the Agreement. The right and period of exclusivity provided for in the Agreement will then lapse. However, this does not release Client from its payment obligations.

25.2 However, the Client shall not owe any compensation to 4orange in respect of the year(s) in which the CCI Survey does not take place; nor shall 4orange owe any compensation or indemnification to the Client in respect of the failure of a Survey to take place or to take place in full for whatever reason.

IV D ADDITIONAL PROVISIONS RELATING TO CONSULTANCY, SECONDMENT/HIRING AND HOSTING AND MANAGEMENT DATABASE

26 Nature and execution of Agreement

26.1 4orange will use its best efforts to perform the described work correctly and on time. 4orange guarantees the soundness of the services provided, as laid down in the Agreement. 4orange expressly does not guarantee that the result intended by the Customer can also be achieved with the services provided, insofar as this goes beyond the specifications laid down in writing in the Agreement.

26.2 4orange is only obliged to carry out any changes to the assigned work if this has been agreed in writing between the parties.

26.3 4orange is entitled to transfer the agreed services in whole or in part to third parties (e.g. to hired experts). If 4orange transfers any work, 4orange shall remain responsible for the timely and correct execution of the agreed work.

26.4 If a project is worked on by an employee of 4orange as well as by employees of the Client or third parties, 4orange will only bear responsibility for the progress or completion of the project, if the entire project is expressly carried out under its name and responsibility or if it is the sole supervisor of all those working on this project.

26.5 4orange shall provide the technical, spatial and telecommunication facilities necessary for the Database to function in good order, if the Database is located in one of 4orange's locations. In order

to prevent failures at the system level, 4orange will ensure periodic and structural monitoring and maintenance of the Database.

26.6 4orange will provide regular backups of the Database if it is located in one of 4orange's locations.

26.7 4orange will ensure at system level, according to the state of the art, adequate protection of the Database against unauthorized access and/or sabotage.

26.8 The Customer guarantees that it is authorized to provide the Data it provides to 4orange for the Database and that 4orange is permitted to host, manage, maintain and use the Data, without violating the Personal Data Protection Act (WBP) or other applicable laws or regulations and without infringing on the rights of third parties.

26.9 Use of or reliance on the Data from the Database by Customer is at Customer's own risk. In this context 4orange does not provide any guarantees regarding the Data, including but not limited to guarantees regarding accuracy, completeness and topicality.

27 Duration and end of the agreed work

27.1 4orange shall perform the Agreement within the time agreed in writing by Agreement, or within the time resulting from the nature of the services to be performed. The services performed by 4orange are available to the Customer after completion by 4orange, unless the parties have agreed otherwise in writing in the Agreement

27.2 4orange is entitled to terminate the Agreement in writing, subject to a notice period of one month.

27.3 The Client is entitled to terminate the Agreement in writing without observing a notice period. Such premature termination shall not affect the right of 4orange to payment by the Client of the agreed fee relating to the work already performed as well as the work that would have been performed if premature termination had not taken place.

28 Specific provisions with regard to secondment/hiring

28.1 By signing the Agreement, 4orange transfers to the Client the authority to give orders regarding the work of the employee with which the employee is charged at the Client, as well as the supervision thereof.

28.2 The Client shall also provide sufficient space and other resources to 4orange's employees, and the Client shall grant the employees access to the

place(s) where the agreed services, or part thereof, are to be performed.

28.3 Holidays of an employee will, to the extent not foreseeable at the conclusion of the Agreement, be taken in consultation with the Client.

28.4 4orange and the Customer shall agree by Agreement the specific duration regarding the secondment of an employee of 4orange, the number of hours the employee will perform the work at the Customer on a weekly basis, as well as the specific period within which the parties may agree on an extension of the secondment period.

28.5 In the event of an employee's illness, 4orange will use reasonable care to replace the employee with the Client as soon as possible. However, 4orange is not obliged to immediately replace an employee who is unable to perform the assigned services due to illness or other unavoidable

circumstances if it is likely that the illness or absence will not continue for more than 10 working days.

28.6 The Client shall indemnify 4orange and its employees against all claims by third parties and/or employees of the Client in connection with the services provided by 4orange to the Client and the performance of the secondment work.

28.7 Client is obliged to exercise due care as mentioned in article 7:658 Civil Code ("BW") towards the employee and Client will indemnify 4orange from claims against 4orange for non-compliance with the obligations mentioned in article 7:658 BW.

28.8 The Client shall not enter into a direct employment relationship with the employee seconded to it if and for as long as the employee cannot validly terminate, or has not validly terminated, the employment contract with 4orange.

28.9 If prior to the agreed hiring/detachment, during the posting, as well as within six months after termination of the hiring/detachment, a direct employment relationship is entered into between the employee and the Client, the Client shall owe compensation to 4orange. Regardless of whether the initiative to hire comes from the Client from the Client or the employee from 4orange.

There are contractual obligations associated between Client and 4orange (or legal predecessors). Whereby a transfer to this client has financial consequences for the client. (See below)

If such a situation arises, the employee will inform 4orange in a timely manner about the intended hiring, so that 4orange can enter into timely discussions with the potential employer about the financial consequences and making working arrangements, so that the cooperation and relationship with the client (new employer) is not disrupted.

Reference to the hiring agreement:

- A. The client is prohibited from offering an employment contract to a 4orange employee during an ongoing support, secondment, hiring, leasing or support agreement, hereinafter referred to as a cooperative agreement, or within twelve months of termination of a cooperative agreement with 4orange or its legal predecessors.
- B. If there is nevertheless an offer within the period as stated under A, client shall owe a takeover fee of 6 months of the offered annual salary (including vacation pay, 13th month and emoluments) if the cooperation, between client and 4orange (including its legal predecessors), has existed for 5 years or less, or If the cooperation has existed for more than 5 years, the client shall owe a takeover fee of 9 months of the offered annual salary (including vacation pay, 13th month and emoluments).
- C. In addition, client must take into account a transition period of 3 months. So that 4orange can organize an orderly transfer of work within its organization and for its clients.

28.10 4orange shall indemnify the Client against any claims by the Tax Authorities and/or other government agencies against the Client with respect to wage tax and social insurance contributions due in connection with the employee's secondment.

28.11 The Client is responsible for the hours administration and calculation methods to be applied. If the Client cannot prove otherwise from these records, the times and amounts stated on 4orange's invoices shall be deemed correct. 4orange will periodically submit a timesheet to Client, which must be signed for approval by Client or any project leader.

28.12 4orange's work will be quoted based on working days of 8 hours per day, unless the parties agree otherwise in writing. Work performed by the employee outside normal office hours, as well as travel expenses incurred in connection with the Agreement and reimbursements for travel time, must be reimbursed by the Client at the rates stated in the Agreement.

Utrecht, 12 January 2023