

ACE FAMILY**TERMS AND CONDITIONS****Article 1. Definitions**

When terms are written with a capital letter, the following is meant in these general sales conditions:

- a. General Terms and Conditions means these general terms and conditions of the Ace family;
- b. Ace: Ace B.V. was established in Utrecht and registered in the trade register of the Chamber of Commerce under number 75020866;
- c. The Ace family: Ace B.V. (Trade Register number: 75020866), Blauw Gras B.V. (Trade Register number: 62228803), Born05 B.V. (Trade Register number: 30250392) Glasnost International B.V. (Trade Register number: 57992533), Herc the agency B.V. (Trade Register number: 81475241), Label A B.V. (Chamber of Commerce number: 24436380), Fitzgerald International B.V. (Chamber of Commerce number: 75528940), Airborne B.V. (Chamber of Commerce number: 73110914), We Are Off The Record B.V. (Chamber of Commerce number: 66480302), NewBorn Ventures B.V. (Chamber of Commerce number: 59660961) and IM Lounge B.V. (Chamber of Commerce number: 50087061) jointly;
- d. The Ace company means the individual company belonging to the Ace family as referred to in Article 1(c).
- e. Quotation means an offer by Ace, the Ace family, and/or the Ace corporation for a specific order from the Client, which briefly and concisely states: a description of the services, the price charged for those services, and, if applicable, which services are not included in the price.
- f. Agreement: the entirety of agreements between Ace, the Ace family, and/or the Ace company on the one hand and the Client on the other, laid down in a written (framework) agreement and/or Offer, of which the General Terms and Conditions always form an integral part;
- g. Client means any natural or legal person with whom Ace, the Ace family, and/or the Ace company concludes, has issued an Offer, otherwise has an obligation, or with whom the Ace company is negotiating the creation of an agreement;
- h. The plural of a defined term includes reference to its singular or vice versa.

Article 2. Applicability of the General Conditions

1. These General Terms and Conditions shall apply to all requests, Quotations, the Contract, and other undertakings between the Ace Company and the Client. If the General Terms and Conditions apply to the Contract concluded by the Ace Company and Customer, the General Terms and Conditions shall also apply to all subsequent contracts.
2. Deviation from and/or addition to the General Conditions of the Agreement can only be agreed upon in writing.
3. The applicability of the Client's General Terms and Conditions are hereby rejected and expressly do not apply to the Agreement.
4. In the event that the content of the Agreement differs from the content of the General Terms and Conditions, the content of the Agreement shall prevail.
5. In the event that the Ace company uses general terms and conditions other than the General Terms and Conditions, the content of the General Terms and Conditions shall prevail.

Article 3. The Offer, Formation of Agreement, Framework Agreement, and Exclusivity

1. Offers made by the Ace Company are always without obligation.
2. The Agreement between the Ace Company and the Client shall be formed when the Ace Company's Proposal has been signed by the Client or when the Ace Company's Proposal has been approved by the Client by e-mail.
3. Offers or Quotations do not automatically apply to future orders.
4. A framework agreement signed by the Ace Company and the Client does not oblige the Client to award contracts to the Ace Company, nor is the Ace Company obliged to start providing services on the basis of the framework agreement. The obligation of the Ace Company to perform services on behalf of the Client arises only at the time the Client has signed the Ace Company's Proposal.
5. If the Ace Company and the Client have agreed on a master agreement, the master agreement shall apply to all Quotations issued by the Ace Company to the Client.
6. During the term of the framework agreement, the Ace Company will not perform PR services for third parties offering similar products to the Client in the same segment.
7. During the term of the Master Agreement, the Client shall not enter into an agreement with any other PR firm, or at least shall not purchase services from any third party that is similar to the services of the Ace Company.
8. Supplements and amendments to provisions of the Agreement shall bind the Ace Company only after written acceptance by the Ace Company. Acceptance by email will suffice.
9. Oral commitments by the Ace Company shall only bind the Ace Company after they have been confirmed by it in writing.
10. Amendments to the Contract may result in agreed completion dates being exceeded by the Ace Company. In this case, the Customer shall not be entitled to compensation, dissolution, and/or suspension.

Article 4. Execution of the Agreement - general

1. The Contract shall be performed by the Ace Company to the best of its ability and with care in accordance with the requirements of good craftsmanship. The Services shall be performed on the basis of a best-efforts obligation.
2. The Ace Company shall at all times be entitled to engage other companies belonging to the Ace family, auxiliary persons, and third parties in the performance of the Contract at its discretion. In the event that the Ace or the Ace Company engages another company belonging to the Ace family in the performance of the Contract, the company in question shall also be a party to the Contract. In the event that the Ace Company engages auxiliary persons and/or third parties (not being another company belonging to the Ace family), they will not be parties to the Contract. The Ace Company shall require such auxiliary persons and/or third parties to perform their services to the best of their ability and with care in accordance with the requirements of good craftsmanship, in accordance with socially accepted ethical standards, and in accordance with the quality that the Ace Company itself applies to its services.
3. All assignments shall be accepted and carried out exclusively with the exclusion of the effect of articles 7:404 (assignment given with a view to a specific person), 7:407 paragraph 2 (joint and several liabilities) of the Civil Code.
4. The Ace Company will only be able to perform its services in a proper manner if all information required for this purpose is made available by the Client in good time and in full, and the Client is available for consultation. The Client shall ensure that all information requested by the Ace Company that is relevant for the performance of the Agreement is provided to the Ace Company in good time and in the desired form. The Ace Company shall be entitled to suspend its obligations towards the Client with immediate effect - without any obligation to pay compensation - should the Client fail to comply fully with the information obligations referred to in this paragraph in the opinion of the Ace Company.
5. If during the performance of the Contract the nature, content, or scope of the Contract or the Offer is changed, the Ace Company shall be entitled to change the originally agreed fee for the Ace Company. A change in the Agreement may also change the originally specified period of performance.
6. Without being in default, the Ace Company may refuse a request to amend the Contract if this could have a qualitative impact on the services to be provided by the Ace Company.
7. If a period has been agreed or indicated for the delivery of certain goods or services, this shall not constitute a deadline for the Ace company. In the event that a term is exceeded, the Ace company must always be given the opportunity to fulfill the obligation within a reasonable period.
8. In the event that the Ace Company and the Client have agreed on an amount for the services to be performed, this will be an estimate. If the Ace Company threatens to exceed this budget for the services it has performed, the Ace Company will contact the Client. The Ace Company and the Client will then make additional agreements regarding the remuneration of the services of the Ace Company that are still to be performed, in line with the agreements already in place. The additional services of the Ace Company will take place on the basis of the hourly rate charged by the Ace Company. The Client will pay for these additional services.
9. Unless otherwise agreed between the Client and the Ace Company, the Ace Company shall be entitled to issue a press release about the cooperation with the Client after the conclusion of the Agreement.

Article 5. Prices, payment, and collection cost

1. The Ace company shall be entitled to unilaterally adjust prices and rates annually at the beginning of each calendar year, within reason. In addition, in the event of an adjustment in cost-determining factors, such as personnel costs and fees, taxes, and contributions set by the government, the Ace company shall be entitled to pass it on to the customer with immediate effect by means of a proportional adjustment of the prices charged by the Ace company.
2. Payment must be made within 30 days of the invoice date. In the event that the full amount has not been credited to the appropriate bank account of the Ace company within thirty days of the invoice date, the Client shall be in default with immediate effect, without further notice of default being required. From the date of the default, the Client shall owe interest of 2% per month or part of a month.
3. Payments made by the Client to the Ace Company shall be applied first to extrajudicial costs, then to interest, then to the outstanding invoice, in order from old to new.
4. In the event that the Ace Company advances costs on behalf of the Client at the Client's request, the Ace Company shall be entitled to charge a reasonable mark-up and pass such mark-up and costs on to the Client.

Article 6. Termination or Dissolution

1. In the event that a framework agreement of indefinite duration has been agreed between the Ace Company and the Client, the Ace Company and the Client shall have the right to terminate the framework agreement by giving at least three months' notice.
2. Where a framework agreement has been concluded between the Ace Company and the Client for a fixed period, the Ace Company and the Client shall be entitled to terminate the framework agreement at any time on at least two months' notice. In the event that the Client or the Ace Company does not give written notice of termination two months prior to the end of the term, the framework agreement will be extended for a period of one year, unless terminated by mutual consent of all parties.

3. An Offer will end when the Ace Company has fully completed the work described in the Offer and the Client has paid the amount in full in respect of the work. An assignment based on the Quotation signed by the Ace Company and the Client is not terminable prematurely unless there is an external cause that has rendered the services to be performed by the Ace Company reasonably pointless, beyond the Client's control. In the event of an external cause, as described above, the Client or the Ace Company shall be entitled to terminate the aforementioned assignment with immediate effect. From the moment of termination, the Ace Company is no longer obliged to perform its services. As a result of interim termination, the assignment shall terminate immediately after the Client has paid in full the total amount of hours worked and expenses incurred by the Ace Company, plus a cancellation fee of 10%, at the discretion of the Ace Company.
4. The Ace Company shall be entitled to dissolve the Agreement or terminate the Agreement early if there is a failure by the Customer to fulfill his obligations under the Agreement, and the Customer has not fully remedied such failure within a reasonable period of time after notification by the Ace Company of such failure. This does not require that the failure be culpable.
5. The Ace Company shall in any event be entitled to dissolve the Contract with immediate effect or to terminate the Contract prematurely, without prior written notice, in the event of (a) (application for) bankruptcy; (b) (application for) suspension of payments; (c) (partial) liquidation; (d) attachment of the Client's assets by a third party; (e) guardianship or death of the Client; (f) the Client transfers (important parts of) his company or the control over it in whole or in part; and/or (g) violation of the confidentiality clause.
6. In the event of dissolution or termination of the Contract by the Ace Company as referred to in paragraph 4 or 5 of this Article, all claims which the Ace Company has or may acquire against the Customer shall become immediately due and payable.
7. The Ace Company shall not be liable to pay any damages in connection with the (interim) termination or dissolution.
8. Obligations that by their nature are intended to continue after termination of the Agreement shall continue after termination of the Agreement.

Article 7. ICT

1. If the Client provides the Ace Company with information carriers, electronic files or software, etc., the Client guarantees that the latter is free of viruses and defects.
2. If the Client requests the Ace Company to use certain equipment and/or software, this shall always take place entirely at the Client's risk and expense. In that case, the Client is obliged to provide all instructions on how the systems are to be used in good time and in full.
3. The Ace Company and Client are each required to adequately secure their systems and infrastructure and will have anti-virus software in operation at all times.
4. Access or identification codes provided to the Customer by or on behalf of the Ace Company are confidential and must be treated as such by the Customer. The Customer is only permitted to share these access or identification codes with authorized persons from his own organization.
5. The Ace Company shall not be liable for any damage to the Client due to errors in software, hardware, and communications equipment or other equipment of the Client or third parties. Further, the Ace Company shall not be liable for the consequences of failure by the Client or third parties to properly maintain the equipment.

Article 8. Force Majeure

1. Force majeure shall exist if the failure of one of the parties is not due to his or her fault, nor for his or her account pursuant to law, legal act, or generally accepted practice. In the event of force majeure, each party will be entitled (notwithstanding Article 6.4) to dissolve/ terminate the Agreement in writing in whole or in part with immediate effect out of court or to suspend its obligations.
2. For the Ace Company and/or the Ace Family, force majeure shall include, but not be limited to: (strikes in the business of the Ace company, of the Client or of third parties on which the Ace company in any way depends for the performance of the Contract, danger of war, war, insurrection, molestation, boycott, government measures as a result of (pan) epidemics (such as Covid-19), disturbances or impediments in traffic or transport, restrictive measures by the government, untimely delivery of raw materials or other materials required or failure to deliver, bankruptcy or moratorium of payment on the part of one or more of its suppliers or third parties, natural disasters, weather conditions preventing adequate performance of the services, power failures, failure of the Internet, computer network or telecommunications facilities and impairment of health or death of key personnel of the Ace company (including but not limited to its managing director(s)), and any other circumstance beyond the control of the Ace company that temporarily or permanently prevents performance of the agreement.

Article 9. Liability

1. The Ace Company shall be insured for possible damages resulting from the performance of its services (to the extent that the professional liability insurance covers the liability claim). Any liability of the Ace company shall always be limited to the amount actually paid by the insurer per event, whereby a series of events shall be qualified as one event. If for any reason no payment is made by the insurer, any liability of the Ace Company shall be limited to an amount equal to the invoices sent by the Ace Company to the Client for a period of nine months prior to such event.

2. The Ace Company shall be liable for personal injury and/or property damage to the extent that it is the direct result of a material imputable failure on the part of the Ace Company, and only to the extent that it is directly related to or results directly from the performance of its services. The Ace company shall not be liable for lost sales, savings, reduced goodwill, and/or other forms of indirect damage of any kind.
3. The Ace Company shall not be liable for any loss caused by or arising from, any conduct(s) of its contractors, subcontractors, or third parties.
4. The Customer shall at all times be required to substantiate in writing, with reasons and specifications, any loss for which it claims the Ace Company is liable within a period of 30 days after the Customer discovers or reasonably should have discovered the loss, on penalty of forfeiture of rights.
5. Before the Customer proceeds to claim damages from the Ace Company, the Customer must first give the Ace Company notice of default and give the Ace Company the opportunity to perform within a reasonable period or to remedy the adverse consequences of the failure and/or unlawful activity.
6. All limitations or exclusions of liability in the Agreement and these General Terms and Conditions shall not apply in the event that the loss is the result of intentional or deliberate recklessness on the part of the Ace Company, its managerial and/or subordinate employee(s).
7. The Client shall fully and unconditionally indemnify the Ace Company against claims from third parties in connection with the performance of the Agreement. All costs and damages incurred by the Ace company, as a result, shall be borne by the Client. This obligation to indemnify shall not apply where the third party claim is the result of deliberate recklessness or wilful act by the Ace Company, its manager, and/or subordinate employee(s).

Article 10. Intellectual Property

1. The Ace Company reserves the rights and powers to which it is entitled by virtue of its intellectual property rights, created and/or registered as a result of services provided or products manufactured by the Ace Company, whether for the Client or otherwise.
2. The Ace company shall be entitled to use the knowledge acquired by it in performing a Contract for other purposes as well, provided that no confidential information of the Client is brought to the attention of 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, the Ace Company shall grant the Client a license to use the intellectual property rights for the agreed purpose and within the agreed area. If the Client wishes to use the intellectual property rights outside the agreed purpose and area, this is permitted after Ace Company has granted written permission. After the end of the Agreement, the Client is obliged to return or destroy these documents or data carriers to Ace company at his own expense.
4. The Customer guarantees that - if and insofar as he makes available or discloses materials, documents, images or data, or other data to the Ace Company in the context of the Agreement, or materials, documents, images or data, or other data are used by or on behalf of the Ace Company at the Customer's request - He is entitled to do so and that these materials and data do not infringe the rights of third parties. The Client shall indemnify the Ace Company against claims from third parties in this regard.
5. The Client may not remove or alter copyright notices, trademarks, or other indications of the intellectual property rights of Ace Company. The same applies to notices/indications that certain information is confidential in nature.
6. The Client grants the Ace Company the right to use the (trade) names, place of business and logos, and other designations related to the Client for marketing purposes. The foregoing designations may be used, among other things (but not exclusively), to promote the Ace Company or the Ace family, as a reference on the website of the Ace Company, Ace or the Ace family, and in presentations to clients and prospects.

Article 11. Data and Privacy

1. The Principal has obligations towards third parties under the legislation on processing personal data (such as the Personal Data Protection Act), such as the obligation to provide information, as well as to allow inspection, correction, and removal of personal data of those involved. The responsibility for the fulfillment of these obligations rests entirely and exclusively with the Client. The Ace Company will cooperate as much as is technically possible with the obligations to be fulfilled by the Customer, including forwarding requests from third parties in the context of the Customer's aforementioned obligations. The costs associated with such cooperation shall be borne entirely by the Customer.
2. To the extent not otherwise agreed in writing with the Client, the Ace Company may, without further restriction, store, process, and (re)use all information, to the extent that such information is not to be considered personal data, that the Ace Company obtains in the context of an Agreement.
3. To the extent that the Ace Company and Client share personal data with each other in the context of the (potential) formation of an Agreement or in the performance of an Agreement, they will reasonably comply with the requirements arising from applicable privacy laws, such as the General Data Protection Regulation ("GDPR").
4. The Client warrants that - given the nature of the data and the state of the art - it will take appropriate technical and organizational measures to protect any personal data that the Client receives from the Ace Company.

5. The Client warrants that all data (such as personal data), which it makes available to the Ace Company, has been obtained in a lawful manner, has been made available to the Ace Company in a lawful and secure manner, and that the data does not infringe any rights of third parties. The Client shall indemnify the Ace Company against any claims or actions by public authorities and/or individuals against the Ace Company arising from any infringement by the Client and/or its processor of any third party rights or obligations arising from privacy legislation. The Customer shall indemnify Ace against any (legal) claim by third parties, including regulators and data subjects, on any grounds whatsoever, in connection with the processing of data in the context of the Agreement or the Offer
6. With respect to all data and personal data received by the Ace Company from the Client, the Ace Company shall take all necessary security measures and maintain complete confidentiality, unless disclosure is necessary for the performance of a contract or compliance with a legal provision or court order.

Article 12. Confidentiality and communication

1. The Ace Company and Client shall be obligated to maintain strict confidentiality of all data, information, and knowledge obtained in the course of this Agreement, which should reasonably be assumed to be confidential unless disclosure is necessary for the performance of a contract or compliance with a legal provision or court order.
2. The Ace Company and Client guarantee and warrant that their employees and the contractors it engages will adhere to the same confidentiality obligation.
3. The Ace Company, Ace and the Ace Family on the one hand, and the Principal on the other hand, shall not make any negative comments about each other in public.

Article 13. Relation clause

1. Without the prior written consent of the Ace Company, during the Agreement, and for a period of 1 year after termination of the Agreement, the Client shall refrain from (i) entering into contracts with contractors of the Ace Company and/or the Ace Family, (ii) recruit employees or representatives of the Ace Company and/or the Ace Family by offering them (temporary) employment or otherwise having them provide services, and/or (iii) induce or attempt to induce other business associates of the Ace Company and/or the Ace Family to sever all or part of their relationship with the Ace Company and/or the Ace Family.
2. The Client will owe, without further notice of default, an immediately payable penalty of €35,000 for each violation of any obligation under this article, and €6,000 for each day or part of a day that this violation continues, with a maximum penalty of €350,000. In addition, the Ace company and/or the Ace family shall be entitled to claim damages from the Client.

Article 14. Other

1. The Client waives its right to rescind, annul, suspend and/or set off.
2. The invalidity of any provision of the Agreement and/or these Terms and Conditions shall not affect the validity of the remaining provisions of the Agreement and these Terms and Conditions.
3. If it is established in law that one or more articles of the Contract or these General Terms and Conditions would be invalid or otherwise non-binding, the Ace Company and Customer shall, in consultation and in the spirit of the Contract and/or these General Terms and Conditions, amend them into provisions that differ as little as possible from the non-binding articles concerned.
4. Obligations, which by their nature are intended to continue after the end of the Contract, shall continue after the end of the Contract. These obligations shall in any event but not exclusively include the obligations arising from the confidentiality and relationship clause.
5. In case of inconsistency between the Dutch version of these Terms and Conditions and any translated version of these Terms and Conditions, the Dutch version shall prevail.
6. All communications in connection with agreements between the parties under the Agreement must, in order to be effective, be in writing. "In writing" means by (registered) letter, by email, and/or other electronic means of communication (such as Whatsapp or Slack) that can be saved and printed out to serve as evidence.

Article 15. Applicable law and competent court

1. Dutch law shall apply to the Contract and the relationship between the Ace Company and the Client.
2. All disputes arising between the Client and the Ace company shall in the first instance be settled by the District Court of Amsterdam.

Chapter Media

1. This media provision shall apply between the Client and the Ace Company if the Client directs the Ace Company to disclose content on behalf of the Client through media placements and media space (such as advertisements and advertising time).

2. The Client is aware that the Ace Company purchases media placements and media space for Client content from third parties on behalf of the Client. The Ace Company will pass the cost of these media placements and media space on in full to the Client. The prices charged by third parties for these media placements and media space may fluctuate, including between quote and final purchase. The Ace Company will submit the final costs for the media placements and media space to the Client in advance.
3. In respect of the work and additional costs relating to the purchase of media placements and media space, the Ace Company shall charge the Client a fee which shall be calculated on the basis of the most recent rate card used by the Ace Company, which the Ace Company shall provide at the Client's first request.
4. The Client shall ensure that the (fluctuating) costs recharged by the Ace Company and the fee related to media placements and the media space are credited to the Ace Company's bank account even before the Client's content is placed by the Ace Company. The Ace Company shall be entitled to suspend the purchase of media placements and media space, or at least the placement of the Client's content, if the full amount of the costs and fee charged by the Ace Company is not fully credited to its bank account.