

# **General terms and conditions Physical Leads**

## **CHAPTER I - GENERAL PART**

### Article 1. Definitions

In these general terms and conditions, the following definitions apply:

1. Physical Leads: Physical Leads: the company as defined in article 2 of these general terms and conditions, as well as its affiliated companies;
2. Counterparty: the natural person or legal entity with whom Physical Leads has concluded an Agreement. This also refers to anyone who enters into or is in negotiations with Physical Leads about it, as well as their representative(s), authorized person(s), legal successor(s) or heirs.
3. Party(ies): Counterparty and Physical Leads jointly or each as an individual contracting party;
4. Third Party(ies): other natural persons or legal entities that are not part of this Agreement;
5. Written: communication by e-mail, WhatsApp or in writing;
6. Agreement(s): any arrangement or assignment between Physical Leads and Counterparty aimed at providing the Services;
7. Continuing Agreement: an agreement for the regular provision of services for a definite or indefinite period;
8. Activities: all activities for which Physical Leads has been instructed by the Counterparty, or which Physical Leads performs on other grounds.
9. Service(s): this may include, but is not limited to: designing website(s), providing online support for these websites, creating (online) content such as advertisements, audio and visual material, recruiting potential new clients, patients, employees and physiotherapists and supporting the increase of the (online) presence of physiotherapists.
10. Work: this refers to a copyrighted work under these general terms and conditions: a work of literature, science or art. A work is copyrighted when it is original and bears the maker's stamp;
11. Leads: persons who, through the actions of Physical Leads, leave specific data with the aim of being contacted by Counterparty. This includes the following data: name, e-mail address & telephone number. In the systems used by Physical Leads, it can be seen whether persons leave data through the actions of Physical Leads.
12. Conversions: persons who, through the actions of Physical Leads, visit the Counterparty's web domain and there, in any way, independently make contact with the Counterparty, including but not limited to calling, sending an e-mail or a WhatsApp message, filling in a contact form or directly scheduling an appointment (depending on the possibilities of the relevant website). In the systems used by Physical Leads, it can be seen whether persons visit the website or make contact through the actions of Physical Leads.

### Article 2. Identity of Physical Leads

Name: Physical Leads

Street name + number: Staringstraat 11

Postal code + city: 6521 AE in Nijmegen

Chamber of Commerce number: 90833368

### Article 3. General provisions

1. These general terms and conditions apply to every offer and all (legal) acts of Physical Leads and to every Agreement concluded between Physical Leads and the Counterparty.
2. Counterparty explicitly agrees that Physical Leads also performs activities for other Counterparties, unless Parties agree otherwise in Writing.
3. Unless expressly and in Writing agreed otherwise, the applicability of other (general) terms and conditions is excluded.
4. Deviations from or additions to these general terms and conditions are only valid if they have been expressly and in Writing agreed upon.
5. If Physical Leads does not always demand strict compliance with these terms and conditions, this does not mean that their provisions are not applicable, or that Physical Leads would in any way lose the right to demand strict compliance with the provisions of these terms and conditions in other cases.
6. If and insofar as, on the grounds of reasonableness and fairness or the unreasonably onerous nature, any provision of these general terms and conditions cannot be invoked, the relevant provision shall in any case be given a meaning as similar as possible in content and scope, so that it can indeed be invoked.
7. The Counterparty explicitly has no say over the performance of the Activities by Physical Leads. Physical Leads is entitled to perform the Activities at its own discretion and without supervision or direction from the Counterparty. Physical Leads has informed the Counterparty in advance about the method of execution, and the Counterparty has agreed to this. If new insights arise or circumstances change, Physical Leads is responsible for adjusting the execution of the assignment in consultation with the Counterparty.
8. Physical Leads is entitled to engage Third Parties for the execution of the Agreement. For writing the pages, for example, Physical Leads uses experienced physiotherapists to ensure the quality of the content created as much as possible.
9. Information and communications on the Physical Leads website are subject to (typing) errors.
10. The effect of article 7:404 and/or 4:707 paragraph 2 of the Dutch Civil Code is/are excluded.
11. In case of conflict between provisions from the Agreement and these general terms and conditions, the provisions from the Agreement shall always prevail over the provisions from the general terms and conditions.
12. Physical Leads is always entitled, before commencing or continuing the execution of the Agreement, to demand that the Counterparty provides sufficient security that it can and will fulfill its payment obligations in the form of a credit check. If the required security is not or insufficiently provided, Physical Leads has the right to dissolve the Agreement without judicial intervention and to reclaim what has already been performed, without prejudice to Physical Leads' rights to payment of what is due upon termination of the Agreement for the Activities performed, Services delivered and/or costs incurred.

### Article 4. The offer

1. If an offer has a limited validity period or is made under other conditions, this will be stated in the offer. If no limited validity period is stated, the offer is valid for 7 (seven) days. If the Counterparty still wishes to accept the offer after this, this will be done in mutual consultation.
2. The offer contains a complete and accurate description of the Services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the Counterparty. Obvious mistakes or errors concerning, for example, amounts displayed, do not bind Physical Leads.
3. The Counterparty must accept the offer in Writing. In addition, Physical Leads has the right to consider the offer as accepted if the Counterparty, in any other way, or implicitly, agrees to the offer or gives that impression.
4. If the Counterparty has accepted the offer electronically, Physical Leads will immediately confirm receipt of the acceptance of the offer electronically.
5. Every offer contains such information that it is clear to the Counterparty what the rights and obligations are attached to the acceptance of the offer.

#### Article 5. The Agreement

1. The Agreement is concluded at the moment of acceptance of the offer and (if applicable) fulfillment of the conditions set therein.
2. If a provision of the general terms and conditions or a provision from the Agreement proves to be null and void or is annulled, this does not affect the validity of the entire general terms and conditions or Agreement. Parties will consult each other to agree on a new provision to replace the null and void or annulled provision, taking into account as much as possible the purpose and scope of the null and void or annulled provision.
3. Physical Leads reserves the right not to execute a concluded Agreement, for example if it has reasonable doubts or information that the Counterparty will not (be able to) meet its (financial) obligations. If Physical Leads refuses, it will inform the Counterparty in Writing of the refusal within a reasonable period after the conclusion of the Agreement.
4. The Counterparty's right of suspension and right of set-off are excluded if the Counterparty acts in the exercise of a profession or business.
5. These general terms and conditions also apply to future, supplementary and/or follow-up assignments.

#### Article 6. Obligations of Physical Leads:

1. Physical Leads undertakes to execute the Agreement or its contractual obligations to the best of its ability, applying sufficient care and professionalism. However, Physical Leads cannot guarantee that the desired result will always be achieved with the Activities it performs. The Agreement therefore leads to an obligation of effort and not an obligation of result.
2. After the conclusion of the Agreement, Physical Leads will execute the assignment as soon as possible in accordance with the Agreement.

#### Article 7. Obligations of Counterparty:

1. Counterparty is obliged to enable a timely and correct execution of the assignment. This includes, among other things, that Counterparty does not unreasonably withhold acceptance as referred to in article 10 of these general terms and conditions.
2. In particular, Counterparty ensures that all data, which Physical Leads indicates are necessary

or which the Counterparty should reasonably understand are necessary for the execution of the assignment, are provided to Physical Leads.

3. Counterparty guarantees the lawfulness, accuracy and completeness of the powers and information provided to Physical Leads with regard to this assignment. Any kind of damage arising from the untimely, incorrect or incomplete provision of information or access to Counterparty's systems is at the expense and risk of Counterparty.
4. The Counterparty's commitment necessary for the performance of the Services must be delivered with sufficient quality and timeliness. If Counterparty fails to do so or does not sufficiently observe the foregoing, Physical Leads is entitled to charge extra costs and it is possible that the assignment will be delayed.

#### Article 8. Obligations of Parties together:

1. Parties acknowledge the obligation to point out shortcomings in each other's (contractual) documents and Activities, of which they know or can reasonably know that there is a shortcoming on the part of the other Party.
2. Parties guarantee each other that they will do nothing and refrain from doing anything that may be or is harmful to and/or contravenes the good name and/or business interests of Parties, one of the Parties or this Agreement. Parties always speak positively about each other and discuss complaints or sensitive information only among themselves.
3. Parties must provide each other with the necessary information within 1 (one) week. If Counterparty fails to comply with this obligation as referred to in paragraph 1, Physical Leads is entitled to invoice and complete the Activities without the necessary information.
4. Privacy-sensitive data, such as telephone numbers, bank account numbers, personal and address data and similar other sensitive data of Parties may not be shared with Third Parties without prior Written consent from the other Party, except in cases where there is a legal obligation to transfer these data. In those cases, the disclosing Party will inform the other Party of this disclosure as soon as possible.
5. Obligations from the Agreement that by their nature are intended to continue after the end of the Agreement, shall remain in full force after the end of the Agreement, regardless of the manner or reason of termination.
6. If during the term of the Agreement it appears necessary to adjust the Agreement due to progressive insight or changed circumstances, Parties will consult with each other about this. They will take into account each other's (legitimate) interests. Circumstances that may lead to an adjustment of the Agreement include: a. relevant changes in (government) regulations or legal rules; b. if during the Agreement it appears that a different approach is desirable for achieving the purpose of this Agreement.

#### Article 9. Communication

1. Parties strive to respond to e-mails or WhatsApp messages within 24 (twenty-four) hours, but guarantee a response within 2 (two) working days.
2. Both parties appoint 1 (one) contact person for the execution of the Agreement.
3. If the Counterparty's contact person is unable to resolve a dispute or difference of opinion with Physical Leads' contact person regarding the Agreement, the Counterparty's authorized signatory must enter into negotiations with Physical Leads' authorized signatory to make a decision about the dispute.

#### Article 10. Acceptance

1. All marketing expressions produced by Physical Leads on behalf of Counterparty will be supplied to Counterparty. Counterparty then has unlimited opportunity to accept or not

- accept the produced marketing expression.
2. Counterparty also has the option to accept or not accept Physical Leads' proposal for the use of a specific online platform.
  3. As soon as possible, but no later than 7 (seven) days after delivery, Counterparty will indicate in Writing whether he/she accepts the design of the marketing expressions and what defects he/she may have found.
  4. If during the acceptance test it appears that the design contains defects according to Counterparty, Physical Leads will rectify these defects as soon as possible.
  5. If Counterparty has not heard from Physical Leads within the period specified in paragraph 2 of this article, acceptance is deemed to have taken place tacitly.
  6. Counterparty must always motivate the reasons for not accepting produced marketing expression or a proposed platform.

#### Article 11. Dissolution and notice periods

1. If the Counterparty fails to fulfill one or more of its obligations, fails to do so on time or properly, is declared bankrupt, applies for (provisional) moratorium and/or deferment of payment, proceeds to liquidation of its business, as well as when its assets are wholly or partially seized, Physical Leads has the right to suspend the execution of the Agreement or to terminate and/or dissolve the Agreement by operation of law and without prior notice of default, either wholly or in part by a Written declaration, all at its discretion and always retaining any right to compensation for costs, damage and interest.
2. If the Agreement is dissolved, Physical Leads is entitled, regardless of the reason for dissolution, to payment for the hours already worked or investments made at the time of termination of the Agreement.
3. If Physical Leads itself fails to fulfill one or more of its obligations, fails to do so on time or properly, or if there is a circumstance as referred to in paragraph 1 of this article, Counterparty must first send Physical Leads a Written notice of default stating a reasonable period for compliance, before Counterparty can dissolve the Agreement with Physical Leads.
4. If the Agreement is dissolved, Physical Leads' claims against Counterparty become immediately due and payable. If Physical Leads suspends the fulfillment of the obligations, it retains its rights under the law and the Agreement.
5. If the dissolution is attributable to the Counterparty, Physical Leads is entitled to compensation for both direct and indirect damage caused thereby. Termination of an Agreement, if the possibility of termination has been agreed between the Parties, takes place in Writing and at the end of the calendar month, with due observance of the applicable notice period.

#### Article 12. Interim termination with immediate effect for other reasons.

1. Parties are entitled to dissolve the Agreement immediately without notice of default or judicial intervention if: a. one of the Parties has been declared bankrupt; or b. one of the Parties has been granted a moratorium; or c. one of the Parties cannot fulfill an obligation essential to the Agreement as a result of a force majeure situation that lasts longer than two months.

#### Article 13. Liability

1. Physical Leads is not liable for indirect and direct damage. The liability of Physical Leads for damage resulting from intent or conscious recklessness of Physical Leads is not excluded.
2. If Physical Leads can nevertheless be held liable in a specific case, this only applies to direct damage. In those cases, the total liability of Physical Leads will be limited to compensation

for damage up to a maximum of the amount of the fee agreed for that Agreement (excluding VAT).

3. The amount of the compensation will never exceed the amount paid out by Physical Leads' liability insurance. This limitation lapses if the damage is caused by failure to observe the minimum security measures required in the context of privacy legislation.
4. Liability of Physical Leads for indirect damage, including consequential damage, lost profit, missed savings, mutilation or loss of (business) data and damage due to business interruption, is expressly excluded.
5. If Physical Leads can nevertheless be held liable for direct damage, direct damage is exclusively understood to mean: a. reasonable costs that Counterparty would have to incur to make Physical Leads' performance conform to the Agreement; however, this substitute damage will not be compensated if the Agreement is dissolved by or at the request of Counterparty; b. reasonable costs incurred 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; c. reasonable costs incurred to prevent or limit damage insofar as Counterparty demonstrates that these costs have led to limitation of damage within the meaning of these general terms and conditions.
6. Outside the cases mentioned above, Physical Leads has no liability for damage, regardless of the basis on which an action for compensation would be based. The exclusions and limitations referred to in this article lapse if and insofar as the damage is the result of intent or conscious recklessness of the management of Physical Leads.
7. If the Agreement is a Continuing Agreement with a term of more than 6 (six) months, the amount involved in the Agreement is set at the total of fees (excluding VAT) of the past 6 (six) months.
8. Counterparty indemnifies Physical Leads against any claims from Third Parties who suffer damage in connection with the execution of the Agreement.
9. The liability of Physical Leads due to attributable shortcomings in the fulfillment of the Agreement only arises if Counterparty immediately and properly gives Physical Leads Written notice of default, stating a reasonable period for remedying the shortcoming, and Physical Leads continues to attributable fail to fulfill its obligations after that period. The notice of default must contain as detailed a description of the shortcoming as possible, so that Physical Leads is able to respond adequately.
10. A condition for the existence of any right to compensation is always that Counterparty reports the damage to Physical Leads in Writing as soon as possible after it has arisen. Any claim for compensation against Physical Leads lapses by the mere expiry of 12 (twelve) months after the claim arose.
11. Physical Leads is not liable for damage, of whatever nature, because Physical Leads has relied on incorrect and/or incomplete data provided by Counterparty.
12. Counterparty indemnifies Physical Leads against all claims from Third Parties who suffer damage in connection with the execution of the Agreement.
13. Counterparty indemnifies Physical Leads in legal proceedings brought against it by Third Parties and which are based on the assertion that the use of the content infringes the intellectual property rights belonging to this Third Party, unless: a. Physical Leads fails to inform Counterparty in Writing and within a reasonable period, but in any case within 14 (fourteen) days, of the claim; and/or b. the conscious claims of Third Parties find their sole cause in changes to the Content made by Physical Leads.
14. Liability of Physical Leads for shortcomings in services of Third Parties, including software, web applications and programs, is excluded.
15. Physical Leads is not liable for damage caused by auxiliary persons as referred to in article 6:76 of the Dutch Civil Code.
16. If the Counterparty provides texts and/or visual material itself, it is responsible and liable for

this (including in the field of intellectual property). In those cases, Physical Leads therefore accepts no liability whatsoever in this regard and is expressly not obliged to investigate this.

#### Article 14. Malfunctions and force majeure

1. In addition to the provisions of article 6:75 of the Dutch Civil Code, a shortcoming of Physical Leads in the fulfillment of any obligation towards Counterparty cannot be attributed to Physical Leads in case of a circumstance independent of Physical Leads' will, whereby the fulfillment of its obligations towards Counterparty is wholly or partially prevented or whereby the fulfillment of its obligations cannot reasonably be required of Physical Leads. Parties can only invoke force majeure against each other if the relevant Party informs the Counterparty in Writing of such an invocation of force majeure as soon as possible after the occurrence of the shortcoming, submitting the necessary evidence.
2. The circumstances referred to in paragraph 1 can include, for example: a. disruptions of the internet or other telecommunication facilities; b. cyber attacks; c. hosting servers that do not function properly; d. shortcomings by parties on whom Physical Leads depends for the provision of the Services; e. blocking of advertising accounts for which Physical Leads is not at fault; f. unavailability of one or more personnel (due to illness or otherwise); g. government measures; and h. natural disasters
3. If a situation as referred to in paragraph 1 of this article occurs as a result of which Physical Leads cannot fulfill its obligations towards the Counterparty, then those obligations will be suspended as long as Physical Leads cannot fulfill its obligations. If the situation referred to in the previous sentence has lasted for 30 (thirty) calendar days or if it is established that the force majeure situation will last longer than 30 (thirty) calendar days, both Parties have the right to dissolve the Agreement wholly or partially in Writing, unless the nature or extent of the shortcoming does not justify early termination. In that case, Physical Leads is not obliged to pay any compensation, even if Physical Leads benefits from the force majeure situation. What has already been performed under the Agreement in that case will be settled proportionally, without Parties owing each other anything further.
4. The term in paragraph 3 of this article may have been deviated from in the Agreement concluded between the Parties. If this is the case, the term from the Agreement shall prevail.

#### Article 15. Intellectual property

1. All intellectual property rights relating to and/or resulting from the Agreement executed by Physical Leads rest with Physical Leads. Information, ideas and texts on which a copyright or other intellectual property right of one of the Parties rests, may not be used by the other Party, unless Physical Leads grants prior Written permission for this. This includes advertisements and texts created by or on behalf of Physical Leads. Counterparty therefore obtains a non-exclusive right of use. Any other or further right of Counterparty is excluded.
2. The documents provided by Physical Leads to Counterparty are exclusively intended to be used by Counterparty. Counterparty is not permitted to disclose and/or reproduce obtained information in any form whatsoever. This includes, among other things, editing, selling, making available, distributing and - whether or not after editing - integrating into networks, unless such disclosure and/or reproduction is permitted in Writing by Physical Leads and/or such disclosure and/or reproduction arises from the nature of the Agreement with Physical Leads.
3. Unless otherwise agreed in Writing, the Counterparty is not authorized to grant sublicenses to Third Parties.
4. Physical Leads has the right to use the name and logo of Counterparty as a reference or promotion.

5. Counterparty indemnifies Physical Leads against claims from Third Parties regarding intellectual property rights.
6. If Physical Leads has copyright on a portrait made on behalf of Counterparty, Counterparty gives Physical Leads permission to publish the Work. This publication is therefore not an infringement of the Counterparty's portrait right.
7. If Counterparty acts in violation of this article, Counterparty owes an immediately due and payable fine of €25,000 (twenty-five thousand) of the amount stipulated for that Agreement, without prejudice to Physical Leads' right to compensation.

#### Article 16 - Business assets

1. Business assets, as well as all correspondence, notes, drawings, etc. related to Counterparty's business affairs, will be immediately returned by Physical Leads to Counterparty upon termination of this Agreement or, at Counterparty's request, deleted by Physical Leads, unless Physical Leads has a legal retention obligation for these data.

#### Article 17. Personality rights

1. The name of Physical Leads must be clearly stated with a used Work of Physical Leads, or included with a reference to the Work in the publication, unless Parties agree otherwise.
2. When reproducing and publishing a Work, Counterparty shall at all times observe the personality rights of Physical Leads in accordance with article 25 paragraph 1 of the Copyright Act. Physical Leads expressly does not waive its personality rights, unless Parties have agreed to this in Writing.
3. For every infringement of Physical Leads' personality rights under article 25 of the Copyright Act, including the right of attribution, Counterparty owes an immediately due and payable compensation of €25.00 (twenty-five thousand) without losing any right to compensation for the damage suffered (including the right to compensation for all direct and indirect damage and all actual judicial and extrajudicial costs).

#### Article 18. Management

1. Physical Leads is at all times entitled to make changes to the technical facilities regarding the Services.
2. Counterparty will act and behave in accordance with what can be expected of a responsible and careful user of the Service(s).
3. Counterparty is always responsible for any use - including unauthorized use - made of the usage and access rights granted to it. Counterparty will take appropriate and reasonable measures to prevent unauthorized use. Counterparty is not permitted to share usage and/or access rights with Third Parties.
4. Counterparty will at all times follow the instructions given by Physical Leads for the use of the Service(s).
5. Physical Leads is entitled to change the non-technical facilities of its Services.
6. A change that, in the reasonable opinion of Physical Leads, requires a significant, non-temporary adjustment on the part of the Counterparty, will be communicated to the Counterparty as soon as possible. Counterparty cannot claim compensation or reimbursement of damage, but has the right to terminate the Agreement with effect from the day of the announced change.
7. Physical Leads reserves the right to discontinue/remove technical Services if they cause a malfunction or delay of the system. Physical Leads assesses whether such a malfunction or delay exists and can block the technical Services without prior notice to Counterparty, or otherwise take measures to resolve the malfunction or delay. Counterparty never has a right



to compensation or indemnification in these circumstances.

8. Physical Leads is entitled to (temporarily) put its Services out of operation or limit their use without prior notice, insofar as this is necessary for reasonably required maintenance or for necessary adjustments or improvements to the Services to be carried out by Physical Leads, without this giving rise to a right to compensation or indemnification from Counterparty against Physical Leads.

#### Article 19. Warranty

1. Physical Leads guarantees that the Services comply with the Agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the Agreement.
2. The warranty expires: a. Counterparty has repaired and/or processed the delivered Services, such as the website, itself or has had them placed, repaired and/or processed by Third Parties; b. The defectiveness is wholly or partially the result of regulations set or to be set by the government with regard to the nature or quality of the materials used.

#### Article 20. Prices

1. All amounts are in euros and exclude VAT and other levies imposed by the government, unless otherwise agreed.
2. Physical Leads reserves the right to apply an inflation correction four times a year.

#### Article 21. Payment and invoicing

1. Unless otherwise stipulated in the Agreement or additional terms and conditions, the amounts owed by the Counterparty will be automatically collected after invoicing via a SEPA direct debit. The Counterparty explicitly gives permission for this.
2. If, in derogation from the previous paragraph, Parties have agreed to pay not by SEPA direct debit but via iDeal, a payment term of 30 (thirty) days shall in principle apply.
3. Every 5th (fifth) day of the month, Physical Leads will provide Counterparty with an invoice relating to the costs of the preceding month.
4. If for any reason the automatic direct debit cannot be executed or collected, Physical Leads will usually try to collect it again 3 (three) days later; no costs are associated with this.
5. If the automatic direct debit fails, the Counterparty has seven days to pay the invoice or to consult with Physical Leads within 7 (seven) days and provide for some other solution through this consultation. If the Counterparty fails to do so, it shall pay Physical Leads €185 (one hundred and eighty-five) excl. VAT in administrative costs and access to Physical Leads' software will be denied to the Counterparty until all unpaid claims of Physical Leads against the Counterparty, including the administrative costs, have been paid.
6. If the Counterparty does not agree with an invoiced and/or collected payment, the Counterparty can send an email to [administratie@physicalleads.nl](mailto:administratie@physicalleads.nl). Physical Leads guarantees a response within 7 (seven) days and resolution of the dispute within 14 (fourteen) days.
7. If the Counterparty independently reverses the automatic direct debit, the Counterparty shall pay Physical Leads an additional €85 (eighty-five) excl. VAT in administrative costs,

regardless of whether the Counterparty is in its right. In addition, access to the Counterparty's software will be denied to Physical Leads until all unpaid claims of Physical Leads against the Counterparty, including the administrative costs, have been paid.

8. In the event of (reasonable prospect of) bankruptcy, liquidation or suspension of payments or a debt restructuring within the framework of the WSNP (Debt Restructuring (Natural Persons) Act), Physical Leads' claims against the Counterparty and the Counterparty's obligations towards Physical Leads are immediately due and payable.
9. Payments made by the Counterparty shall always serve first to settle all outstanding interest and costs, secondly to settle due invoices that have been outstanding the longest, even if the Counterparty indicates that the payment relates to a later invoice.
10. The Counterparty has the duty to immediately report inaccuracies in provided or stated payment data to Physical Leads.
11. In the above cases, Physical Leads also has the right to terminate or suspend the execution of the Agreement or any unexecuted part thereof without notice of default or judicial intervention, without the right to compensation for damage for the Counterparty that may arise therefrom.

#### Article 22. Delivery

1. All delivery terms are indicative terms, not strict deadlines. Exceeding a term explicitly does not entitle the Counterparty to compensation. Physical Leads is, even in the case of an agreed ultimate term, only in default after 14 (fourteen) days after the Counterparty has given it written notice of default, subject to the mandatorily prescribed situations in law in which the default occurs by operation of law.
2. If Physical Leads at any time foresees that it cannot fulfill its obligations under this assignment, not in time or not properly, it must inform the Counterparty thereof as soon as possible.
3. Physical Leads guarantees the quality of the work performed by these Third Parties who are engaged on its initiative.

#### Article 23. Complaints

1. The Counterparty can no longer invoke a defect in the performance if it has not protested to Physical Leads about the defect within 2 (two) months after it discovered the defect or should reasonably have discovered it. If there is a visible defect upon delivery, a period of 48 (forty-eight) hours applies.
2. The Counterparty must in any case give Physical Leads 4 (four) weeks to resolve the complaint in mutual consultation.
3. If a complaint has not been reported to Physical Leads within the terms stated in the preceding paragraphs, the Service is deemed to comply with the Agreement and to function in accordance with the Agreement.
4. Complaints do not suspend the Counterparty's payment obligation if the Counterparty acts in the exercise of a profession or business.

#### Article 24. Transfer

1. Rights of a Party under this Agreement cannot be transferred without the prior written consent of the other party. This provision applies as a stipulation with real effect as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code.

#### Article 25. Additional work

1. If Physical Leads, at the request of Counterparty or after written approval from Counterparty, collects more Leads than the target number agreed in the Agreement, Counterparty pays a fixed amount per Lead for these extra Leads. This amount is determined in advance.
2. Counterparty understands and accepts that more or fewer collected Leads may influence the previously established goals and expectations.
3. If a fixed amount has been agreed for the Services, Physical Leads will always inform Counterparty in writing in advance about the financial consequences of the additional work.
4. If fewer Leads are collected than the target number agreed in the Agreement, the overpaid amount, according to the pre-agreed rate, will be settled with the next payment.

#### Article 26. Confidentiality

1. Confidentiality of all confidential information that Counterparty has obtained from Physical Leads in the context of the Agreement is mandatory for Counterparty. Information is confidential if Physical Leads has communicated this or if it reasonably follows from the nature of the information.
2. Parties also impose this obligation on their employees as well as on any Third Parties engaged by them.
3. It is prohibited for Parties, without prior written consent from each other during the term of this Agreement, as well as after its termination, to provide information to Third Parties about, among other things, the working method, business affairs, contact and personal data, the internal and external contacts of Parties and other - whether sensitive or not - information.
4. This obligation also remains in force after termination of the Agreement, for whatever reason and for as long as the disclosing Party can reasonably claim the confidential nature of the information.
5. Physical Leads is entitled to use the numerical results obtained after processing, provided they are anonymized, for statistical, comparative or marketing purposes.
6. If the Counterparty violates the provision(s) of this article, the Counterparty, regardless of whether the violation can be attributed to the Counterparty and without prior notice of default or judicial procedure, shall owe Physical Leads an immediately payable penalty of €25,000 (twenty-five thousand) for each violation without any form of damage needing to be proven, without prejudice to Physical Leads' other rights, including its right to claim damages in addition to the penalty.

#### Article 27. Employee clause

1. During the term of the Agreement, as well as 1 (one) year after its termination, Counterparty shall only employ, or otherwise, directly or indirectly, allow to work for it, employees of Physical Leads who are or have been involved in the execution of the Agreement, only after prior written consent from Physical Leads.
2. Physical Leads will not withhold the relevant consent in such a case if Counterparty has offered adequate compensation. Adequate compensation is defined as at least an amount equivalent to 10 (ten) monthly salaries.

#### Article 28. Applicable law and choice of forum

1. Agreements between Physical Leads and the Counterparty to which these general terms and conditions relate are exclusively governed by Dutch law.
2. Disputes between Parties will be resolved as much as possible through good consultation. It is the responsibility of the Party who believes that a difference of opinion exists, to make this known to the other Party as soon as possible, but in any case within 14 (fourteen) days.
3. All disputes between Counterparty and Physical Leads will be exclusively settled by the competent court in the district where Physical Leads is established.

#### Article 29. Survival

1. The provisions from these general terms and conditions and the Agreement that are intended to remain valid after termination of the Agreement shall remain in full force after the termination of the Agreement.

#### Article 30. Amendment or addition

1. Physical Leads is entitled to unilaterally amend or supplement these general terms and conditions. In that case, Physical Leads will inform the Counterparty of the changes or additions in a timely manner.
2. Changes also apply to already concluded Agreements, subject to a period of 30 (thirty) days after publication of the change on Physical Leads' website or by electronic notification. Minor changes can be implemented at any time.
3. There will be a minimum of 30 (thirty) days between this notification and the entry into force of the amended or supplemented terms and conditions.

## **CHAPTER II - PROCESSOR AGREEMENT PROVISIONS**

#### Article 1. Processing of Personal Data

1. Should Physical Leads be regarded as a processor as referred to in Article 4 paragraph 8 of the General Data Protection Regulation (GDPR), the following articles of these general terms and conditions qualify as agreements that must be made in accordance with Article 28 paragraph 3 of the General Data Protection Regulation (GDPR).

2. Physical Leads will process personal data on behalf of the Counterparty, subject to deviating legal obligations. Physical Leads processes, among other things, the personal data of clients of Counterparty, such as: name, address, place of residence, telephone number, email address, bank account number, gender, IP address and salutation.
3. Physical Leads processes personal data of Third Parties for the execution of the Agreement concluded with Counterparty.
4. Such data never fall under the ownership of Physical Leads. Data provided by the Counterparty for the above purpose remain the property of the Counterparty.
5. Physical Leads will not process the personal data longer than for the duration of the Agreement, unless Counterparty has explicitly given written instruction to do so.
6. If, in the opinion of the Counterparty, certain personal data may no longer be retained or are no longer necessary, Physical Leads will, at the written request of the Counterparty, immediately destroy the relevant personal data specified by the Counterparty and declare in writing to the Counterparty that it has done so.

#### Article 2. Processing Execution

1. Physical Leads is only responsible for the processing of personal data that are processed in the context of the offered Services under the conditions stipulated in these general terms and conditions. For other processing of personal data, including the collection of personal data by Counterparty and/or Third Parties, Physical Leads is expressly not responsible, unless this Third Party has been appointed by Physical Leads.
2. Physical Leads will not process personal data in countries outside the European Economic Area ('EEA'), unless explicit prior written consent has been obtained from Counterparty and legal requirements are met. Transfer of personal data to countries outside the EEA that do not have an adequate level of protection is prohibited. Physical Leads will immediately inform Counterparty in writing of all planned permanent or temporary transfers of personal data to a country outside the EEA and will only execute the transfer(s) after written consent from Counterparty.
3. Physical Leads will keep the personal data concerning Counterparty separate from the personal data it processes for itself or on behalf of Third Parties.
4. Physical Leads will process the personal data properly and carefully and in accordance with the obligations imposed on Physical Leads under privacy legislation, including European Regulations and the GDPR.

#### Article 3. Security

1. Physical Leads will, in accordance with Article 32 GDPR, take all appropriate technical and organizational measures to secure personal data against loss or any form of unlawful processing. These measures will, considering the costs involved and the state of the art, correspond to the nature of the personal data to be processed.
2. Physical Leads strives to prevent, detect and, where applicable, take action against security breaches regarding personal data as much as possible.

#### Article 4. Reporting obligation

1. In the event of a security breach and/or a data breach as referred to in the Data Breach Notification Act, Physical Leads will inform Counterparty thereof as soon as reasonably possible.
2. The reporting obligation includes in any case the reporting of the fact that a breach or incident has occurred, as well as the (alleged) cause of the breach or incident, the currently known and/or expected consequence, and the (proposed) solution.
3. Counterparty will, if deemed necessary in its opinion, inform data subjects and other Third Parties, including the Dutch Data Protection Authority, about a data breach or other incidents.
4. Physical Leads is not permitted to directly provide information about a data breach or other incidents to data subjects or other Third Parties, unless Physical Leads is legally obliged to do so or has obtained permission from the Counterparty.

#### Article 5. Rights of data subjects

1. Physical Leads cooperates with Counterparty to, after written approval from, and on behalf of Counterparty: a. Provide data subjects with access to their personal data; b. Delete or correct personal data of data subjects; c. Demonstrate that personal data has been deleted or corrected if it is incorrect (or there is a discussion about the correctness of personal data).
2. Physical Leads will, as far as reasonably possible, cooperate with Counterparty to comply with its obligations under the GDPR and other applicable legislation in the field of personal data processing. The responsibility for complying with these obligations rests entirely and exclusively with Counterparty. The costs associated with this cooperation are not included in the agreed prices and fees of Physical Leads and are fully for the account of Counterparty.

#### Article 6. Engagement of Third Parties by Processor in the execution of the Agreement

1. The Processor may engage a Third Party in the execution of this Agreement, under the conditions set by the Controller. If a Third Party is engaged after written consent from the Controller to perform specific processing activities on behalf of the Controller (as a sub-processor), the Processor will impose at least the same obligations regarding the Processing and protection of Personal Data on this other Third Party by Agreement as the obligations included in this Agreement.
2. The Processor is in all respects responsible and liable for the acts and omissions of Third Parties it engages in the context of this Agreement, and will indemnify the Controller against all damage and costs caused by these Third Parties.

#### Article 7. Inspection

1. Physical Leads allows Counterparty to annually inspect Physical Leads' compliance with security measures or, at Counterparty's request, for Physical Leads' processing facilities to be inspected by a designated investigative body.
2. Counterparty will pay all costs, fees and expenses related to the inspection, including

reasonable internal costs incurred by Physical Leads.

3. The inspection should disrupt Physical Leads' Activities as little as possible.
4. Counterparty will provide Physical Leads with a copy of the Inspection report.