

General Terms & Conditions

Summit Retail Media Group

GENERAL ADVERTISING TERMS AND CONDITIONS SUMMIT NETHERLANDS

I. GENERAL

Article 1. Definitions

In these terms and conditions, the following terms have the meanings set out below:

Advertiser: the natural or legal person who, either directly or through the intermediation of or a power of attorney to a third party (such as a Media Agency), purchases Advertising Space from Summit.

Advertisement: any (commercial or promotional) communication for the benefit of (a product or service of) the Advertiser.

Advertising Material: the material required for the creation and publication of the Advertisement.

Advertising Order: an order to place one or more Advertisements.

Advertising Agreement: an Advertising Order or an Advertising Contract, including these Terms and Conditions.

Advertising Space: the agreed space, expressed in units customary for the relevant Medium, which, on the basis of the Advertising Agreement, is available for the Client's Advertisements.

Advertorial: an Advertisement which in form and content resembles an editorial publication, but which originates from or is sponsored by an Advertiser.

Cookie: any cookie, pixel or other similar technology by which, via an electronic communications network, information is collected, information is stored in, or access is obtained to information present in the terminal equipment of a user of the Medium.

Media Agency: the natural or legal person who, professionally or in the course of business, enters into an Advertising Agreement with Summit on behalf of Advertisers, either in the name of the Advertiser or in its own name. An advertising agency may also be a Media Agency within the meaning of these Terms and Conditions.

Summit: Summit Nederland B.V., as well as each of its operating companies and the subsidiary(ies) of the latter, insofar as they sell Advertising Space under the applicability of these Terms and Conditions.

Medium: the communication medium used by Summit to transmit the Advertisement to the public (i.e., the media of the affiliated retailers).

Client: the party with whom Summit enters into an Advertising Agreement.

Deadline: the time and date as determined by Summit by which the Advertising Material must be submitted to Summit at the latest.

Terms and Conditions: these general advertising terms and conditions.

Article 2 – Applicability

2.1 These Terms and Conditions apply to every request for the provision of Services, the Order Confirmation, as well as to the Agreement.

2.2 If one or more provisions of these Terms and Conditions are at any time wholly or partially null and void or annulled, the remaining provisions of these Terms and Conditions shall remain fully applicable. In such event, the Parties shall consult with each other to agree on new provisions to replace the null and void or annulled provisions, observing as far as possible the purpose of the original provisions.

2.3 Summit is at all times entitled to amend these Terms and Conditions. The amended Terms and Conditions shall take effect from the moment Summit has informed the Advertiser thereof. If an Advertiser continues to make use of the Services thereafter, the Advertiser thereby accepts the applicability of the amended Terms and Conditions. If the amended Terms and Conditions are not acceptable to the Advertiser, the Advertiser is entitled to terminate the Agreement within fourteen (14) days after the aforementioned notice.

2.4 In the event of any conflict, inconsistency or deviation between the Dutch and the English text of the Terms and Conditions, the Dutch text shall prevail.

Article 3. Advertising Agreements in general

3.1 All Order Confirmations are without obligation and subject to changes and availability. Obvious errors in the offer do not bind Summit.

3.2 Each Order Confirmation is valid for ten (10) days after issuance and the Agreement is concluded if Summit has received back within ten (10) days the Order Confirmation signed by the Advertiser or the Advertiser has confirmed it by email, failing which the Order Confirmation shall have lapsed.

3.3 The Parties shall include in the Agreement which Services the Advertiser purchases from Summit.

3.4 The Client is liable for the fulfilment of all obligations arising from the Advertising Agreement. The Client who enters into an Advertising Agreement in its own name but for the benefit of an Advertiser guarantees performance of the Advertising Agreement by the Advertiser.

3.5 If a Media Agency concludes an Advertising Agreement in the name and for the account of an Advertiser, the Media Agency must, at Summit's request, demonstrate that it is authorised to act in the name and for the account of this Advertiser. If this cannot be demonstrated to Summit's satisfaction, the Media Agency shall be deemed to have acted in its own name and for its own account as Client.

3.6 Advertising Space may only be used (also) for the benefit of business units of an Advertiser in which, at the time of conclusion of the Advertising Agreement, this Advertiser directly or indirectly holds at least 50% of the shares and/or exercises at least half of the control.

Article 4. Advertisements

4.1 The Client is responsible for the content of the Advertisements offered.

4.2 Advertisements may not contain communications that are contrary to the law, other regulations (including the Dutch Advertising Code), public order or good morals, nor may their content infringe the (intellectual property) rights of third parties. The Client indemnifies Summit, both in and out of court, against claims from third parties in this respect and against all damage suffered or to be suffered by Summit as a result thereof or in connection therewith.

4.3 Summit reserves the right to modify the content, form and format of Advertisements at its own discretion and reasonably, without the Client being

entitled to compensation or restitution of (part of) the price associated with that Advertisement.

4.4 Summit has the right to refuse an Advertisement (order) without stating reasons, without being liable in any way to the Client in that regard.

4.5 Summit does not grant the Client exclusivity, such as with regard to the products or services offered in the Advertisement, unless expressly agreed otherwise in writing.

4.6 The Advertiser warrants that the Advertising Material supplied does not contain and cannot contain viruses or comparable software programs (whether or not added by a third party without the Advertiser's knowledge).

4.7 Summit has the right to refuse Services (including the placement of Advertisements) that do not comply with the applicable laws and regulations. In that case, the Advertiser shall remain obliged towards Summit to pay the agreed fee.

Article 5. Advertising Material

5.1 The Client warrants that Advertising Material supplied digitally is safe and does not contain viruses, Trojan horses, worms or other programs that can in any way cause damage to Summit's computer systems, computer programs or Media. The Client also warrants that, when submitting online, it does not use equipment and/or software that may disrupt the normal operation of Summit's Media, nor does it transmit data that, by their size and/or properties, place a disproportionately heavy burden on the infrastructure of Summit's Media.

5.2 Summit does not warrant the quality of the display of an Advertisement in the Medium.

5.3 Summit has the right to destroy or (if it concerns digital material) delete the Advertising Material after completion of the Advertising Agreement.

5.4 All (intellectual) property rights to the Advertising Material produced by or on behalf of Summit are vested in Summit.

Article 6 – Display advertising / Audience Capture

6.1 The duration, the placement, the form (Display advertising – Onsite and/or Display advertising – Offsite) and, where applicable, the guaranteed number of impressions of Display advertising shall be laid down in the Agreement.

6.2 If the Parties have agreed on a guaranteed number of impressions of Display advertising, Summit shall, where applicable, extend the duration as referred to in

Article 6.1 until the guaranteed number of impressions has been achieved, unless the Parties have agreed otherwise.

6.3 If the Parties have agreed on a guaranteed number of impressions of Display advertising, the Advertiser shall provide Advertising Material with which Summit can prepare the Advertisement. Delivery of the Advertising Material shall take place as stipulated in the Delivery Specifications.

6.4 If the Advertiser does not comply with Article 6.3, Summit has the right to cancel or postpone the Services and/or to charge the Advertiser the agreed amount. The Advertiser shall pay these costs within the payment term stated on the invoice.

6.5 If measurement systems are used to determine the fee owed by the Client (for example to determine the number of clicks or leads), Summit's systems shall be decisive.

6.6 Summit shall make efforts to publish the Advertisement during the entire agreed publication period. However, Summit does not guarantee that the Advertisement will be published uninterrupted, free of malfunctions and/or error-free, nor that the Medium will be accessible at all times. Summit shall in no way be liable for any damage resulting from the (temporary) unavailability of the Medium.

6.7 Summit shall be entitled, without prior notice, to take the Medium (temporarily) out of service and/or to restrict its use if, in its reasonable opinion, this is necessary, for example in the context of required maintenance of the Medium.

Article 7 – Content Marketing (applicable in case of purchase of Content Marketing)

7.1 The Advertiser shall supply Advertising Material with which Summit can produce Content Marketing. Delivery of the Advertising Material shall take place as stipulated in the Delivery Specifications.

7.2 If the Advertiser does not comply with Article 7.1, Summit has the right to cancel or postpone the provision of the Services and/or to charge the Advertiser the agreed amount. The Advertiser shall pay these costs within the payment term stated on the invoice.

7.3 Summit shall submit a draft of the Content Marketing to the Advertiser before Summit places it in the Online Advertising Space. The Advertiser shall have the right to propose changes once, insofar as these are in line with the Advertising Material provided by the Advertiser. The Advertiser owes Summit a

fee based on the number of hours spent (€xxx per hour) for implementing additional changes.

7.4 Summit reserves the right to modify Content Marketing or (temporarily) remove it from the Website if products mentioned in the Content Marketing are no longer offered by the retailer. The Advertiser may also request Summit to do so.

7.5 Summit shall make efforts to deliver to the Advertiser, within xxx (xxx) working days after the go-live of a Content Marketing campaign, a report containing the KPIs agreed upon in advance.

7.6 Summit is not obliged to remove Content Marketing after the end of the Agreement.

Article 8. Rates and payment

8.1 The amount owed in connection with an Advertising Agreement shall be determined on the basis of the applicable rate card and any discounts.

8.2 During the term of an Advertising Contract, Summit has the right to amend the rates of the rate card. This change shall be passed on to the Client with respect to Advertisements yet to be placed. Summit shall notify the Client of such rate changes in writing.

8.3 All rates are exclusive of VAT, unless stated otherwise.

8.4 Payment of the amount owed in connection with an Advertising Agreement must be made within 14 calendar days after the invoice date, unless a different payment term is stated on the invoice. Set-off of any claim that the Client may have against Summit is not permitted without Summit's explicit consent.

8.5 In general, invoicing of an Advertising Agreement takes place after each placement of an Advertisement. If placement takes place over a longer period, Summit is entitled to invoice at least once per month. Summit is entitled to demand advance payment and/or to invoice in instalments. All costs associated therewith are for the account of the Client.

8.6 The terms mentioned in this article are strict deadlines. If the full amount due has not been paid within the relevant term, the Client is in default by operation of law and owes, from the due date, interest of 1% per month on the outstanding amount, whereby part of a month is counted as a whole month. In the event of late payment, Summit is also entitled to charge the Client administrative costs.

8.7 In the event that the Client is in default with respect to one or more instalments, Summit is authorised to demand and collect, in one lump sum and

in total, all amounts owed under the Advertising Agreement, consequently also all future instalments.

8.8 All (extra)judicial costs involved in collecting the amount due shall be borne by the Client, whereby the extrajudicial costs are set at at least 20% of the principal sum due, plus interest.

8.9 Complaints about an invoice must be submitted to Summit in writing no later than three weeks after the invoice date, failing which the claim lapses. If the Client disputes part of the invoice, it is obliged to pay the undisputed part to Summit on time.

8.10 If the originally due amount is received by Summit after the time at which Summit has incurred (extra)judicial collection costs, the amount received shall first be deducted from these collection costs, then from the interest due, then from the administrative costs and finally from the original invoice amount.

8.11 In addition to the Client, the Advertiser shall at all times remain jointly and severally liable for payment of the amount owed to Summit under the Advertising Agreement.

Article 9. Cancellation of Advertising Order

9.1 In the event of cancellation of an Advertising Order by the Client, Summit is entitled to charge the Client an amount it deems reasonable, up to a maximum of the full amount associated with the relevant Advertisement (order).

9.2 Cancellation must at all times be made in writing.

9.3 Costs incurred by Summit in connection with specific requirements for the Advertisement shall, in the event of cancellation, at all times be entirely for the account of the Client.

9.4 A cancellation pursuant to this article does not release the Client from its (other) obligations under the Advertising Contract.

Article 10 – Suspension, term and termination

10.1 The Agreement shall commence on the date of signature by the Advertiser.

10.2 The agreed date on which the Services are provided does not constitute a strict deadline. Summit reserves the right to postpone the delivery of the Services and shall make efforts to commence the Services within five (5) working days after the agreed start date. In the event the start date is postponed by Summit, the only compensation for the Advertiser shall consist of Summit still providing the Services for a period equal to the agreed period, or of Summit still

providing substitute Services to the Advertiser (on terms to be agreed in good consultation between the Advertiser and Summit).

10.3 Each of the Parties has the right to terminate the Agreement prematurely with immediate effect by written notice without notice of default or demand, without being liable for damages, if:

- a. one of the Parties is irrevocably declared bankrupt;
- b. one of the Parties applies for suspension of payments or is granted suspension of payments;
- c. one of the Parties is placed under administration;
- d. the business of the other party is liquidated or terminated;
- e. the intended purpose of the Agreement becomes unattainable due to force majeure, regulations or government prescriptions included.

10.4 Except as provided in Article 10.2, the Agreement may be terminated in whole or in part by either Party with immediate effect by means of a written notice, in the event the other party does not, not timely, or not properly fulfil its obligations arising from the Agreement and this party does not fully fulfil its obligations within fourteen (14) working days after it has been notified by registered letter of its conflicting conduct. Such termination does not constitute a waiver of any claims for damages and reimbursement of costs already incurred.

10.5 Summit is entitled to suspend the provision of Services to the Advertiser in whole or in part in the event the Advertiser imputably fails to comply with any obligation under the Agreement, including failure to comply with an obligation as set out in these Terms and Conditions. Summit is entitled to charge the Advertiser for costs incurred in connection with the suspension of the provision of its Services.

10.6 Summit shall at all times be entitled to refuse the provision of the Service for reasons of its own.

10.7 If Summit terminates the Agreement, it shall never be liable for repayment to or compensation of the Advertiser.

10.8 Obligations under these Terms and Conditions which by their nature are intended to continue after the end of the Agreement shall continue to exist after its termination. These obligations include, inter alia: provisions on warranties, liability, intellectual property rights, confidentiality, dispute resolution and applicable law.

Article 11 – Liability

11.1 Summit is not liable for the use of Advertising Material supplied by the Advertiser.

11.2 Summit is not liable for any damage and/or costs of the Advertiser as a result of or in connection with the Agreement or the performance thereof, unless there is intent, gross negligence or wilful recklessness on the part of Summit.

11.3 In the event that the exclusion of liability referred to in Article 11.2 is declared wholly or partially null and void or annulled by a competent court, the Parties hereby already agree that, in that case, Summit shall only be liable for the direct, demonstrably suffered/incurred damage/costs (to the exclusion of consequential/indirect damage/costs), and such liability for these direct damage/costs shall never exceed a total of € 500 (in words: five hundred euros) per year.

11.4 The Advertiser is liable for all damage suffered by Summit in the performance of the Agreement as a result of:

- failure to comply with any obligation under this Agreement by the Advertiser;
- the use by Summit of the Advertising Material provided by the Advertiser;
- an imputable shortcoming on the part of the Advertiser, which shall also be understood to include failure to comply with the warranties in these Terms and Conditions;
- an objectively wrongful act by the Advertiser;
- acts by the Advertiser that exceed the authority granted to the Advertiser under this Agreement.

11.5 The Advertiser indemnifies Summit against all damage (including claims by third parties) and/or costs of any nature whatsoever resulting from:

- failure to comply with any obligation under this Agreement by the Advertiser;
- the use by Summit of the Advertising Material provided by the Advertiser;
- an imputable shortcoming on the part of the Advertiser, which shall also be understood to include failure to comply with the warranties in these Terms and Conditions;
- an objectively wrongful act by the Advertiser;
- acts by the Advertiser that exceed the authority granted to the Advertiser under this Agreement.

Article 12. Miscellaneous

12.1 In the performance of the Advertising Agreement, Summit may, at its own discretion, engage third parties.

12.2 Summit is entitled (but not obliged) to include Advertisements in and/or repost them to other Media within the Summit group. The Client cannot derive any rights from a re-posting or reposting.

12.3 The unenforceability or invalidity of any of the provisions of these Terms and Conditions shall not affect the validity of the remaining provisions.

12.4 If one or more provisions of these Terms and Conditions prove to be unenforceable or invalid, the relevant provision shall be replaced by a legally permissible provision that corresponds as closely as possible to the intention of the lapsed provision.

12.5 Summit is at all times entitled to terminate Advertising Agreements in whole or in part during the term if it decides to discontinue the operation of one or more (parts of the) Media to which the Advertising Agreement relates.

12.6 In cases not provided for in these Terms and Conditions, Summit shall decide.

12.7 The Client and the Advertiser are not permitted to use the (sub)titles and/or logos of the Media or Summit without prior permission from Summit.

Article 13. Processing of personal data

13.1 Summit records the Client's data for the performance of the Advertising Agreement as well as in order to inform the Client about Summit's (other) products and services. Recording takes place in accordance with the applicable privacy statement, which can be found on the website of the Medium.

13.2 If the Advertisement contains personal data, Summit acts with regard to those data as (sub-)processor and the Advertiser as controller within the meaning of the General Data Protection Regulation (GDPR). Summit shall process the relevant data solely for the purpose of performing the Advertising Agreement.

13.3 Insofar as the processing of the personal data referred to in paragraph 2 falls within the scope of the GDPR, Summit undertakes with regard to these data to:

- a) process the personal data solely for the purpose described in paragraph 2 and in accordance with any written instructions given by the Client prior to entering into the Advertising Agreement;
- b) treat the personal data as confidential and not to disclose or transfer them to third parties (other than sub-processors) without the Client's prior written consent, unless disclosure and/or transfer is the purpose;

- c) take all appropriate technical, physical and organisational measures for secure processing, retention or storage;
- d) upon request, assist the Client in fulfilling the Advertiser's duty to respond to requests to exercise data subjects' rights, insofar as possible;
- e) not keep the personal data longer than reasonably necessary and to destroy these data, including data and information derived from the data provided and copies made, immediately after full performance of the Advertising Agreement, it being understood that Summit is at all times entitled to store the personal data as part of its (digital) archive of the Medium in which the Advertisement is placed;
- f) not process (or have processed) the personal data in countries outside the European Union, unless this is permitted by law;
- g) inform the Client immediately and provide a report within a reasonable period if Summit knows or suspects that there is unauthorised use, security incidents or data breaches with regard to the personal data, and to cooperate with the Client to recover such data and, if necessary, inform data subjects and prevent further unauthorised use, distribution or disclosure;
- h) inform the Client without delay if a competent authority has made a legally binding request for the provision of personal data, unless such notification is prohibited;
- i) allow the Client to verify the implementation of and compliance with the agreements made above regarding the retention and use of personal data.

13.4 In the performance of the Advertising Agreement, Summit may use third parties who, with regard to any personal data contained in the Advertisement, qualify as sub-processors. Summit shall ensure that these sub-processors are bound by the same or equivalent obligations as those resting on Summit under paragraph 3 of this article. Upon request, Summit shall inform the Client about these sub-processors. The Client may object to the provision of the personal data in the Advertisement to these sub-processors. In that case, Summit is entitled to dissolve the Advertising Agreement.

Article 14. Applicable law and competent court

14.1 The Advertising Agreement and these Terms and Conditions are governed by Dutch law.

14.2 Any disputes arising from the Advertising Agreement shall, in the first instance, be submitted exclusively to the competent court in Amsterdam.

Article 15. Additional costs

15.1 Any additional costs associated with digital Advertisements, including production costs and external hosting costs in the context of display advertising, shall be for the account of the Client.

15.2 If the Client does not accept the costs referred to in paragraph 1, Summit is entitled to terminate the Advertising Agreement with immediate effect without being obliged to compensate any costs to the Client.

Article 16. Cookies, pixels, etc.

16.1 If Cookies are used by or on behalf of the Client and/or the Advertiser when placing or delivering Advertisements, responsibility for this, as well as for compliance with the applicable laws and regulations in this regard (in particular Article 11.7a of the Telecommunications Act (Tw) and the GDPR), lies entirely with the Client. Insofar as personal data are processed through the use of Cookies by or on behalf of the Client and/or the Advertiser, only the Client or the Advertiser determines the purposes and means of such processing (within the limits set by the Advertising Agreement) and Summit does not process these data in any way. The Client or the Advertiser is therefore the controller and Summit is neither (joint) controller nor processor within the meaning of the GDPR.

16.2 The Client and Advertiser are only permitted to collect (or have collected) through Cookies information about (i) how often, how long and which part of the Advertisement has been viewed and (ii) how often the Advertisement has been clicked on and (iii) screen resolution used, browser used, operating system used, version and language, geographical location and IP address, it being understood that this information may only be used insofar as this is necessary for the bidding process (in programmatic advertising), for (the measurement of) the performance of the advertisement or for retargeting based on existing profiles (built outside Summit).

16.3 Subject to the foregoing, the Client and Advertisers are not permitted, without Summit's prior written consent, to collect (or have collected) information through Cookies, to store (or have stored) information in or to gain (or have gained) access to information in the terminal equipment of users of the Media, including explicitly the collection (or having collected) of information about the behaviour of users of the Media (profiling). In addition, it is expressly not permitted to use fingerprinting techniques to collect information, to store information or to gain access to information in the terminal equipment of users of the Media.

16.4 Subject to paragraph 5, Summit shall make efforts to:

- a) provide (or have provided) clear and complete information to the users of its digital Media in accordance with the GDPR and concerning the purposes for which the Cookies are used, insofar as this is legally required; and
- b) obtain the consent of the users of its digital Media in order to be able to (have) the relevant Cookies placed or read by or on behalf of the Client and/or the Advertiser, insofar as this is legally required. Summit shall record this consent as far as commercially possible (or have it recorded) and shall provide it to the Client or Advertiser upon request.

16.5 In order to fulfil the information and consent requirements referred to in paragraph 4, Summit uses the cookie statements available via <https://cookies.Summit.nl/>. Insofar as the information and consent requirements referred to in paragraph 4 apply, the Client must provide Summit with all relevant information required to meet these requirements, after which Summit shall make efforts to add this information to the relevant cookie statement(s). The Client and the Advertiser are not permitted to use Cookies on the Media before Summit has confirmed that it has added the information to the relevant cookie statement(s).

16.6 Summit accepts no liability whatsoever for any damage suffered by third parties which has arisen as a result of and/or is in any way connected with the failure to comply with the applicable laws and regulations by the Client and/or the Advertiser in respect of the use of Cookies, including but not limited to Article 11.7a Tw and the GDPR. In this context, the Client is liable for fines imposed on Summit by supervisory authorities.

16.7 The Client indemnifies Summit against any liability to third parties which in any way relates to and/or arises from failure to comply with laws and regulations in the field of Cookies when placing or delivering Advertisements, including but not limited to Article 11.7a Tw and the GDPR.

16.8 Summit is at all times entitled to verify (or have verified) compliance by Clients and Advertisers with the provisions of this article. In that context, the Client shall, upon request, grant Summit or the third party designated by Summit access to the relevant data to carry out the audit and shall render all necessary cooperation thereto and also warrants that the Advertiser concerned does the same. The costs of the audit shall be borne by Summit, unless the audit shows that the Client or the Advertiser concerned does not comply with the provisions of this article, in which case the costs shall be borne by the Client.

16.9 If the Client and/or the Advertiser concerned imputably fails to comply with its obligations under this article towards Summit, the Client shall owe Summit an immediately payable penalty of € 50,000 per violation, and Summit shall be entitled to terminate the Advertising Agreement(s) with the Client with immediate effect, without prejudice to all other rights or claims accruing to Summit under applicable laws and regulations. In such case, Summit may also make a report to the Dutch Data Protection Authority.

Article 17. Use of segment data

17.1 The Client and the Advertiser are only permitted to use the data they are provided with under an Advertising Agreement regarding segments of Summit for the purpose of placing Advertisements under the relevant Advertising Agreement. Any other use is expressly prohibited, which expressly includes adding such segment data to (profile) data of themselves or third parties.

17.2 Insofar as the segment data contains personal data, the Client and the Advertiser are, with regard to their processing of these personal data, independently controllers within the meaning of the GDPR and therefore each independently responsible for complying with the applicable laws and regulations in this regard. Where required by law, Summit shall ensure that consent is obtained from data subjects for the use of the segment data in accordance with this article. The Client and the Advertiser shall inform Summit without delay if they make a notification to the Dutch Data Protection Authority and/or to the data subjects pursuant to Articles 33 and 34 GDPR.

17.3 If the Client and/or the Advertiser uses third parties in the placement of the Advertisement(s), the Client warrants that these third parties will use the segment data solely for the benefit of the Client and/or the Advertiser and in accordance with this article.