

GENERAL TERMS AND CONDITIONS OF SALE OF EXTERION MEDIA (NETHERLANDS) B.V.

1. Definitions

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| Advertising Standards: | the Dutch Advertising Code (<i>Nederlandse Reclamecode</i>) and other applicable legal requirements and rules regarding the content of advertisements and promotional messages. |
| Agreement: | the agreement between Exterion and the Client, which – notwithstanding the provisions of Article 3.3 – is set out in Exterion’s Order Confirmation or is formed via Programmatic Buying and to which these Terms and Conditions apply and of which they form part. |
| Artwork: | artwork, information and materials to be delivered by the Client which Exterion requires in order to deliver Production Services. |
| Bid Response: | a bid by a Client for advertising space via Programmatic Buying in response to a Bid Request communicated to Exterion via automated systems. |
| Bid Request: | an offer by Exterion of advertising space communicated to a Client via Programmatic Buying via automated systems and to which the Client may respond through a Bid Response. |
| Client: | the party issuing an Order or a Bid Response to Exterion. |
| Data Protection Legislation: | (i) Regulation (EU) 2016/679 (“General Data Protection Regulation”) and the implementing regulations in force from time to time; (ii) the regulations in force in each jurisdiction in which EU Directive 2002/58/EC or replacement regulations are in force, and (iii) all other applicable national legislation or regulations concerning privacy, and other guidelines or usage rules to be issued by the regulator with regard to such regulations. |
| Data Subject: | has the same meaning as in the Data Protection Legislation. |
| Display Period: | (a) in a traditional Location: the period from the end of the Posting Period to the start of the Removal Period; and (b) in a digital Location: the period and sequence mentioned in the Order Confirmation. |
| End Date: | the end date of a campaign mentioned in the Order Confirmation. |
| Exterion: | Exterion Media (Netherlands) B.V. or, if applicable, one of its sister companies in the Exterion group which declares that these Terms and Conditions are applicable to its legal relationships with Clients. |
| Fee(s): | the fee(s) specified in the Order Confirmation. |
| Grantor: | a third party from whom Exterion has acquired the right to display advertisements in a Location. |
| Locations: | the locations where Exterion may display advertisements. |
| Material: | material intended for display by Exterion. |
| Order: | an order for advertising space and/or Production Services issued by the Client. |
| Order Confirmation: | the written (including email) confirmation of the Order from Exterion to the Client. |
| Parties: | Exterion and the Client. |
| Payment Date: | thirty (30) days after the invoice date. |
| Personal Data: | has the same meaning as in the Data Protection Legislation. |

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| Posting Period: | the period applying to each type of Location during which Material is posted as defined on Exterior's website. |
| Production Services: | the services of design and/or production of Material. |
| Production Specifications: | Exterior's technical specifications for Material or Artwork. |
| Programmatic Buying: | the service by which the Client can enter into an Agreement with Exterior via real time bidding in automated systems. |
| Programmatic Buying Fee: | the fee payable by the Client in relation to an Agreement formed via Programmatic Buying, as indicated in the winning Bid Response accepted by Exterior. |
| Removal Period: | for each type of Location: the period during which Material is removed as defined on Exterior's website. |
| Restrictions: | advertising restrictions imposed by Grantors or Exterior's sales policy or Material Acceptance Policy as defined on its website. |
| Shared personal data: | the Personal Data collected or received by a Party under the Agreement (i) where the other Party is a data controller (as defined in the Data Protection Legislation); or (ii) where the Data Subject whose Personal Data is obtained has supplied this Personal Data in the context of his/her relationship with the other Party (for example, employment). |
| Spectacular: | a special delivery of a campaign in a non-traditional format. |
| Start Date: | the start date of a campaign mentioned in the Order Confirmation or Bid Request. |
| Terms and Conditions: | these terms and conditions of sale. |
| Working Day: | a working day in the Netherlands. |

2. Applicability

- 2.1 These Terms and Conditions apply to each offer, quotation, Bid Request and Order Confirmation from Exterior, to the provision of services by Exterior and to each Order and Bid Response. Any terms and conditions used by the Client do not apply. The Client may not rely on different or additional conditions unless Exterior has accepted them and on the understanding that such different and/or additional conditions do not affect the applicability of the remaining provisions of the Terms and Conditions and only apply to the Agreement for which this is expressly agreed in writing.
- 2.2 Exterior is entitled to amend these Terms and Conditions from time to time.
- 2.3 These Terms and Conditions are available in Dutch and English. In case of any inconsistencies between the Dutch text and the English text, the Dutch text shall prevail. The Dutch text is available on our website (www.exterionmedia.com/nl/legal/algemene-verkoopvoorwaarden).

3. Conclusion of the Agreement

- 3.1 Each offer, quotation and Bid Request from Exterior is free of obligation, does not bind Exterior and does not apply to a subsequent order or agreement, unless agreed otherwise in writing.

- 3.2. If a quotation or an offer from Exterior consists of a combined quotation, this does not mean that Exterior can be required to carry out part of the work covered by the quotation or offer in return for a corresponding share of the price quoted.
- 3.3. An Agreement between Exterior and the Client is formed if and when (i) Exterior has sent an Order Confirmation to the Client, the date of this confirmation being decisive, or – if this is earlier in view of the nature and/or scope of the work, no Order Confirmation will be sent by Exterior – (ii) Exterior has commenced the performance of
- 3.4. the Agreement. If, due to the nature and/or scope of the work, Exterior does not send the Client an Order Confirmation, the invoice also counts as written confirmation of the Agreement.
- 3.5. If the Client enters into an Agreement with Exterior for or on behalf of a third party, the Client guarantees that:
- a. this third party has read the Agreement (including the Terms and Conditions) and accepts the applicability of the Terms and Conditions; and
 - b. the Client agrees with the third party in writing that the third party and the Client will be jointly and severally liable to Exterior for the fulfilment of all obligations arising from the Agreement, including but not restricted to all payment obligations with respect to Exterior and the Programmatic Buying Fee.

4. Display and content of Material

- 4.1. Exterior will display Material in the Locations during the Display Period. Exterior reserves the right to deviate from the Display Period by a reasonable number of days, unless the Parties have explicitly agreed that it is not possible to deviate from the Display Period. Exterior will remove Material or cease to display it after the agreed period but may choose to maintain Material in the Location after the End Date, at no cost to the Client.
- 4.2. Exterior gives no warranties as to the Locations where Material is displayed. At its own discretion, Exterior may replace planned Locations by other Locations of similar quality wherever Exterior considers necessary. In the case of advertising on modes of transport, Exterior gives no warranty as to the Locations or the Display Period.
- 4.3. Exterior may reformat Material or make minor changes to it in order to satisfy the requirements of a Grantor, to ensure compatibility with the type of Location or to correct minor variations between objects for the same type of Location.
- 4.4. Exterior may take photos or videos of the campaigns and Material displayed by it for or on behalf of the Client and may reproduce, publish and make other use of such photos and videos, including – but not limited to – by sharing them on social media and via other communication channels (including its newsletter) and promotional materials, for example notebooks or a lookbook. To this end, the Client grants Exterior a non-exclusive, irrevocable global royalty-free licence under its intellectual property rights (including – but not limited to – copyright, trademark rights, design rights, portrait rights, personality rights, database rights and patent rights) to the Material and other aspects of its campaigns. If and insofar as third parties for or on behalf of whom the Client enters into the Agreement with Exterior are owners of (parts of) the Material, the Client also grants the aforementioned licence on behalf of such third parties. In the latter case, the Client guarantees that it is authorised to grant

the licence mentioned in this Article 4.4 to Exterior in the name of the aforementioned third parties. The Client indemnifies Exterior in full for all costs incurred by Exterior, and all material damage and financial loss, including all foreseeable and unforeseeable consequential loss, suffered by it, if it is confronted by a third party, including those third parties for whom or on whose behalf the Client enters into an Agreement with Exterior, because the aforementioned third party objects to the publication, reproduction or other use of photos and videos of the campaigns and Material displayed by Exterior for or on behalf of the Client.

- 4.5. The display of Material in certain digital Locations may be subject to interruption or obstruction, in which case, the Client cannot hold Exterior liable for any payment, damages and/or costs.
- 4.6. If Material intended for display in a digital Location is of a shorter duration than the agreed Display Period, the full Fee will nevertheless be due from the Client.
- 4.7. Exterior will provide photos or a display report for Material only if this is expressly mentioned in the Order Confirmation.
- 4.8. The Client guarantees that:
 - a. the content of Material is not contrary to accepted principles of morality, public policy, legislation and regulations including the Advertising Standards and government regulations (local or otherwise), third party rights, the Restrictions and all other restrictions of which the Client is made aware;
 - b. Material is not defamatory and Material is not experienced as offensive, confrontational or shocking;
 - c. Material does not incite wilful damage to or vandalism of Locations;
 - d. the Client possesses and/or have paid for all necessary permits and authorisations for the posting, display and reproduction of Material;
 - e. Material does not infringe the copyright or other intellectual property rights of third parties; and
 - f. Material does not contain any harmful content and does not enable any unauthorised access to Exterior's computer systems.
- 4.9. The Client is and remains at all times personally responsible for the content of Material even if this Material is (partly) developed by Exterior (on behalf of the Client). Exterior never becomes involved in assessing whether or not Material is permitted or allowed, nor is it obliged to check Material prior to display and warn the Client. Exterior is entitled at any time to reject Material and/or not to display it or to cease displaying it if, in Exterior's view, such Material may be contrary to the provisions of Article 4.8. If, for the aforementioned reasons, Exterior rejects and/or does not display and/or ceases to display Material, the full Fee(s) will remain due from the Client, despite the fact that the Material is not displayed. If Exterior refuses to display Material on the basis of Article 4.8, the Client will be able to use the Locations during the agreed period for Material which complies with the warranties set out in Article 4.8, provided that this is delivered to Exterior in a timely manner and the Material meets the Product Specifications, on the basis, however, that the Client remains obliged to pay the Fee(s) at all times, whether or not the Client delivers different Material.
- 4.10. The Client indemnifies Exterior against all claims, proceedings, (legal) costs, damages, expenses, penalties, demands and liabilities resulting or arising from a breach by the Client of the warranties set out in 4.8 or any other clause of the Agreement. Moreover, the Client indemnifies Exterior against and

protect Exterior against claims by third parties in relation to the content of Material and/or the performance of the Agreement.

4.11. For the purposes of Articles 4.7, 4.8, 4.9 and 4.10, Material is also understood to include Artwork.

5. Delivery of Material

5.1. All of the Material and Artwork for traditional (non-digital) advertising must be delivered to Exterior at the time and location indicated by Exterior. All of the Material and Artwork for digital advertising must be delivered to Exterior in electronic format at the time indicated by Exterior.

5.2. If no time is indicated by Exterior, all of the Material and Artwork must be delivered four (4) weeks before the Start Date at the latest. Material must comply with the relevant Production Specifications.

5.3. If it is specified in the Agreement that Exterior will perform Production Services, the Client is obliged to deliver Artwork four (4) weeks before the Start Date at the latest. Artwork images must be print-ready.

5.4. If Material or Artwork delivered to Exterior by the Client does not meet the Production Specifications, or is not delivered in the correct format or by the correct delivery method, it will be considered as undelivered.

5.5. Approval or acceptance by Exterior of Material or Artwork delivered to Exterior by the Client does not mean that this complies with Advertising Standards or the warranties of the Client mentioned in Article 4.8.

5.6. If Material or Artwork is not delivered to Exterior by the Client correctly or on time, Exterior is not obliged to display this, while the Client is still required to pay the Fees to Exterior. Once Material or Artwork has been (correctly) delivered to Exterior, Exterior will make reasonable efforts to provide Production Services and/or to display the Material, although this may not be possible within the requested Display Period(s).

6. Production Services

6.1. Exterior will perform Production Services if this is specified in the Order Confirmation.

6.2. The Client grants Exterior a non-exclusive, revocable licence with respect to all intellectual property rights in and on the Artwork (including, for example, copyright and trademark right) reasonably required by Exterior in order to design Material and in order to fulfil other obligations under the Agreement without infringing third party rights. As a condition for the Agreement, the Client guarantees Exterior that the Client has the right, the capacity and the power to grant the licence referred to in this article, whereby, in the event of a breach of this warranty, the Client will indemnify Exterior for all loss and/or expense incurred by Exterior as a result.

6.3. Exterior will send the Client a design for Material based on the Artwork supplied to Exterior by the Client. The Client has three (3) Working Days after receipt to accept or reject this design. If the Client rejects this design (or a modified design), Exterior will offer a modified design for approval and the Client has a further three (3) Working Days to accept or reject this modified design.

- 6.4. If Exterior has attempted in good faith to produce acceptable Material, but the initial or modified design is not accepted at least ten (10) days before the Start Date, the Agreement will be considered to have been cancelled (in Dutch: *geannuleerd*), on the understanding that the Client must still settle the Fee for this Agreement within thirty (30) days after the date mentioned in the invoice sent by Exterior in this regard. Consequently, the Client acknowledges that timeliness is of the essence for the delivery of Artwork and the required feedback.
- 6.5. Once the Client has approved the design supplied by Exterior, this draft material will be considered as “Material” within the terms of the Agreement.
- 6.6. Any intellectual property rights in the Material created by Exterior are vested in the latter.

7. Invoices and payment

- 7.1. The Client will pay the Fee(s) ultimately on the Payment Date, unless Exterior relies on the content of the following sentence. Exterior is entitled at any time, even after the Agreement is concluded, to demand that the Client pay the Fee(s) in full before Exterior begins to perform the Agreement, in which case Exterior will send the Client an invoice for this, which must be settled with Exterior within seven (7) days of receipt. If the Client fails to make timely payment as stipulated above, Exterior has the right to terminate (in Dutch: *opzeggen*) the Agreement, without the Client being entitled to any damages, costs and/or other financial compensation.
- 7.2. In the event that the Client has not paid (in full) by the Payment Date, the Client will automatically be in default in this regard and the Fee due from the Client will be payable immediately – without the need for further warning or notice of default.
- 7.3. If Fees are not paid in full or on time, Exterior may refuse to display the Material or decide to remove Material already displayed, without prejudice to any other legal remedy belonging to Exterior or the Client’s payment obligation.
- 7.4. Any unpaid Fees will incur interest at a rate of 1.5% per month, calculated on the (remaining) Fee due from the Client from the first day after the Payment Date has passed, part of a month being counted as a whole month. Furthermore, Exterior may involve one or more third parties in the enforcement of its rights, and the Client will indemnify Exterior against all and any costs, claims, liabilities and loss suffered or incurred by Exterior or a third party engaged by it or on behalf of it in relation to the enforcement of the Client’s payment obligation under the Agreement, including but not limited to collection costs at a rate of 15% of the (total) Fee, with a minimum of EUR 250.
- 7.5. The Client waives its rights to offset and suspension.
- 7.6. Amounts due under the Agreement are exclusive of VAT or the equivalent. On receipt of a valid VAT invoice, the Client will pay the VAT due in addition to the amount otherwise due.
- 7.7. Exterior is entitled at any time, therefore both before and after the conclusion of the Agreement, to carry out or arrange one or more credit checks on the Client, at Exterior’s expense.

8. Warranties and liability

- 8.1. Exterion will comply with the legal requirements relating to the use and maintenance of Locations.
- 8.2. The conditions of the Agreement define the full extent of Exterion's obligations and liabilities regarding the display of Material and – if applicable – the provision of the Production Services.
- 8.3. The performance of the Agreement may be suspended, altered or cancelled (in Dutch: *geannuleerd*) (fully or in part) as a result of events, circumstances or causes beyond Exterion's reasonable control. Exterion will be entitled to the payment of the Fee(s) up to and including the date of such suspension, alteration or cancellation (in Dutch: *annulering*).
- 8.4. Exterion's liability under the Agreement will never exceed the amount of the Fee(s) relating to this Agreement.
- 8.5. If, for any reason whatsoever, Exterion fails imputably to fulfil its obligation to display Material, Exterion may rectify this imputable failure by redisplaying Material, displaying extra Material (including new Artwork) and/or replacing or adding Locations, at Exterion's discretion, whereby Exterion will have sufficiently fulfilled its obligation to display Material. No remedies are available to the Client other than the remedies mentioned in the previous sentence.
- 8.6. Exterion will not be liable to the Client for loss of profits, indirect or consequential loss, however caused (and whether or not Exterion was warned of the possibility of such loss).
- 8.7. Nothing in the Agreement excludes or limits Exterion's liability for fraud, or for death or personal injury resulting from its negligence.

9. Restitution in case of non-display

If, for whatever reason, Material is not displayed for the entire duration of the Display Period, Exterion will compensate the Client by, at Exterion's discretion, redisplaying Material, displaying extra Material (including Artwork) and/or replacing or adding Locations. However, Exterion is by no means obliged to compensate the Client in the above sense if Exterion has displayed at least 95% of the Material which should have been displayed during the Display Period.

10. Cancellation, termination and amendment

- 10.1. An Agreement may not be cancelled (in Dutch: *geannuleerd*) by the Client.
- 10.2. Exterion may terminate (in Dutch: *opzeggen*) the Agreement with immediate effect by written notice given to the Client if:
 - a. the Client goes bankrupt or commits an act of bankruptcy or transfers assets for the benefit of its creditors or comes to an arrangement with its creditors or (if a company) becomes insolvent or an application is made for the winding-up or administration of the company or another step is taken with the aim of appointing an administrator or receiver of the company or if steps are taken or negotiations are begun by the company or one of its creditors with the aim of arriving at a settlement, compromise or arrangement involving the company and its creditors; or
 - b. the Client ceases trading (or Exterion is reasonably convinced that it is about to do so); or
 - c. Fees payable by the Client are twenty-one (21) days in arrears; or
 - d. the Client is in material breach of a clause of the Agreement; or

e. in the circumstances described in Article 17.

11. Consequences of termination

- 11.1. Following the termination (in Dutch: *opzegging*) of the Agreement, the Client must pay to Exterior all Fee(s) due, plus the interest payable on the basis of Article 7.4.
- 11.2. Termination (in Dutch: *opzegging*) of the Agreement and payment of the Fee(s) will not prejudice any other claims or legal remedies available to Exterior.
- 11.3. In the event of termination (in Dutch: *opzegging*) on the basis of Article 10.2(a) or 10.2(b), Exterior may continue to display Material and enter into any agreements with third parties which Exterior deems fit to guarantee payment for the continuation of such display.
- 11.4. In the event of termination (in Dutch: *opzegging*) by Exterior such for the reasons mentioned in Article 17 or in the event of non-display, removal, etc. for the reasons mentioned in Article 4.9, the Client must pay the Fee(s) for the Locations in full up to the date on which display ceases, along with all other Fee(s) due.
- 11.5. Exterior will in no event be obliged to pay damages or costs to the Client as a result of the termination (in Dutch: *opzegging*) of the Agreement on the basis of Article 10.2 or 17 of these Terms and Conditions or as a result of the non-display, removal or cessation or suspension, alteration or cancellation of Material.

12. Data protection

- 12.1. Subject to the other provisions of this Article 12, each Party will fulfil the obligations and requirements applying to it under the Data Protection Legislation.
- 12.2. Notwithstanding the general character of Article 12.1 whereby each Party (the “Providing Party”) or its employees or representatives supplies or supply Personal Data to the other (the “Recipient”) in relation to the performance of the Agreement, the Providing Party will obtain all necessary permissions from the Data Subject, or only disclose Personal Data for a legitimate reason mentioned in the Data Protection Legislation so that the Personal Data supplied to the Recipient can be lawfully used or published by the Recipient in a manner and for the purposes specified in the Agreement.
- 12.3. Although the Parties acknowledge that their status will ultimately be determined by the Data Protection Legislation, they assume that they will both act as data controllers (as defined in the Data Protection Legislation) with regard to the Shared personal data to be received by them under the Agreement.
- 12.4. Notwithstanding the obligations arising for the Providing Party from Articles 12.2 and 12.5, the Parties ensure that they share the Shared personal data fairly and lawfully in accordance with the provisions of the Data Protection Legislation. Both Parties will use the Shared personal data solely in order to fulfil their obligations and exercise their rights under the Agreement.
- 12.5. The Providing Party guarantees that the Data Subject will be notified in a timely manner of processing in accordance with the provisions of the Data Protection Legislation, and that such notification clearly

and adequately defines which Personal Data will be shared with the Recipient by the Providing Party, the circumstances under which such data is shared, the purposes for which it is shared and the identity of the Data Subject or a description of the type of organisation (including that of the Recipient) which is to receive the Personal Data. The information to be supplied to the Data Subject by the Providing Party must contain sufficient details to comply with the Data Protection Legislation (including Article 14 of the General Data Protection Regulation).

- 12.6. Both Parties must keep registers of individual requests to access Personal Data, or other requests from Data Subjects in the exercise of their rights under the Data Protection Legislation, the decrees passed in this respect and the information exchanged. The register must contain a copy of the request, details of the data consulted and shared and, if applicable, records of discussions, correspondence or telephone conversations relating to the request.
- 12.7. The Parties undertake to cooperate reasonably with one another in order to comply with the Data Protection Legislation, including but not limited to access requests from Data Subjects or the exercise of other rights under the Data Protection Legislation and dealing with enquiries or complaints from Data Subjects or regulators.
- 12.8. In view of the state of technological developments and the cost of implementing such measures, both Parties will adopt suitable technical and organisational security measures:
- i) to prevent:
 - (1) unauthorised or illegitimate processing of the Shared personal data; and
 - (2) accidental loss or destruction of or damage to the Shared personal data; and
 - ii) to implement a level of security in keeping with:
 - (1) the loss which could be caused by unauthorised or illegitimate processing or accidental loss, destruction or damage; and
 - (2) the nature of the Shared personal data to be protected.
- 12.9. Each Party will notify the other Party without delay of any breach (as referred to in the General Data Protection Regulation) which has or may have consequences for the Shared personal data obtained by that other Party, and will provide the additional information and cooperation requested by the other Party with regard to compliance with the provisions of the Data Protection Legislation.
- 12.10. The Client indemnifies Exterior against loss and damage, liability, claims, proceedings, settlements, damages, costs and expense, administrative fines and fines imposed by the regulator arising from or relating to non-fulfilment by the Client of its obligations under this Article 12 or the Data Protection Legislation.

13. Validity

If a clause of the Agreement is found by a court or other competent body to be void or voidable or invalid or unenforceable, fully or in part, the remaining clauses of the Agreement will remain in force. In that case, the Parties will agree upon a replacement clause which is valid and which corresponds as closely as possible to the original clause in terms content, purpose and economic interest.

14. Material left behind

Material in Exterior's possession which is not collected within ten (10) days after the expiry of the Removal Period will become Exterior's property and may be destroyed by it.

15. Notifications

15.1. All notifications under the Agreement must be given in writing and sent by courier, by post with confirmation of receipt, by fax or by email, to the address of the other Party mentioned in the Order Confirmation or to another address, email address or fax number communicated to the other Party in writing.

15.2. Notification is deemed to have been validly given:

- a. if sent by courier: at the time of delivery;
- b. if sent by post on confirmation of receipt: 48 hours after posting if the recipient of the notification is located in the same country as the sender, or five (5) days later if the recipient is located in a different country than the sender; and
- c. if sent by fax or email: at the time of sending, provided that the notification is confirmed within 48 hours by sending by courier or sending of a copy by post with confirmation of receipt to the correct address, on the understanding that if the date on which a notification is received is not a Working Day, the notification is deemed to have been validly given on the next Working Day.

15.3. Notifications to Exterior should be addressed to the Board, with a copy to the head of legal affairs.

16. Assignment and novation

In principle, neither Exterior nor the Client may assign, transfer, impose or waive their rights and/or obligations under the Agreement. However:

- a. at Exterior's request and expense, the Client must cooperate with Exterior to bring about the novation of the Agreement to the Grantor or another party proposed by it, on the conditions to be requested by Exterior, whereupon the Client will sign the relevant documentation / take such steps as Exterior will request in this regard; and
- b. Exterior may assign or transfer its rights and/or obligations in relation to the display of Material.

17. Temporary or permanent cessation of display of Material by order of the Grantor

Should the Grantor demand at any time, entirely at its discretion, that the display of Material on its property be suspended or ended, Exterior may suspend or end the display of Material without notifying the Client in advance and, in the event of such an action on the part of the Grantor, Exterior may terminate (in Dutch: *opzeggen*) the Agreement, fully or in part. In that case, Exterior is by no means liable to the Client in accordance with the provisions of Article 11.5.

18. Applicable law and jurisdiction

The Agreement is governed by and to be interpreted in accordance with Dutch law. The Parties agree that they will submit in the first instance to the exclusive jurisdiction of the district court in Amsterdam.

19. Changes to the Agreement

Any change to the Agreement must be set out in writing and signed by the Client and Exterion.

20. Waiver

Failure by a Party to enforce a clause or condition of the Agreement against the other Party at all or in a timely manner does not constitute a waiver and should not be considered as a waiver, and in no way detracts from any right of that Party under the Agreement.

21. Confidentiality

Each Party will respect the confidentiality of Confidential Information belonging to the other Party and must not use, publish, copy or alter the other Party's Confidential Information without the prior written consent of that Party, except where necessary for the exercise of its rights and obligations under the Agreement. In relation to the other Party, 'Confidential Information' means information (in verbal, written or electronic form) belonging to or relating to that Party, its business or activities, which is not in the public domain and

(i) which is marked as confidential or protected;

(ii) whose confidential nature has been notified to the Receiving Party; or

(iii) which a reasonable person in a similar position would treat as confidential under similar circumstances by virtue of its character or nature. Exterion's Confidential Information includes the Fees and Programmatic Buying Fees due under the Agreement.

22. Programmatic Buying

22.1. The provisions of this Article 22 apply where an Agreement is formed via Programmatic Buying and apply in addition to the provisions of Articles 1 – 21 above, unless indicated otherwise in this Article 21.

22.2. Where an Agreement is formed via Programmatic Buying, the following provisions of these Terms and Conditions do not apply: Articles 3.2, 3.3, 4.1, 4.6, 4.7, 5.1, 5.2, 5.3, 5.4, 5.6, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 7.1, 7.2, 7.3, 7.4, 7.6, 8.3, 8.4, 9, 10.2, 11.1, 11.2, 11.3, 11.4 and 14.

Conclusion of the Agreement

22.3. An Agreement is formed between Exterion and the Client via Programmatic Buying if and when the Material forming part of the Client's winning Bid Response is played on a Location.

22.4. Exterion is entitled not to accept a Bid Response at any time and for any reason whatsoever without Exterion incurring any liability for costs incurred by the Client in this respect, including but not limited to any costs due from the Client to the online demand side platform selected by it and costs relating to the creation of Material.

22.5. Exterion does not guarantee that the Material which forms part of a winning Bid Response and for which the Client has received a win notification will actually be played and is not liable for any loss suffered or costs incurred by the Client if Material is not played following receipt of a win notification.

22.6. If the Client has indicated in its Bid Response that it wishes its Material to be played within a maximum period of time, it cannot infer any rights from this with regard to Exterion. Exterion does not guarantee that Material will be played within a certain period of time.

Delivery of Material

- 22.7. In the case of Programmatic Buying, the Client delivers the Material, which is checked by Exterion prior to the conclusion of the Agreement.
- 22.8. The Material is delivered by the Client on an online demand side platform within the period specified for this and then made accessible to Exterion via an online supply side platform.
- 22.9. Material must comply with the requirements set out in the Bid Request.

Invoicing and payment

- 22.10. No direct payment and invoicing takes place between Exterion and the Client of the Programmatic Buying Fee. Payment and invoicing takes place in the following manner: a mutually agreed fee, at least equal in amount to the Programmatic Buying Fee, is due from the Client to the online demand side platform selected by it, which must be paid within the period agreed with that online demand side platform. A mutually agreed fee is then due from this online demand side platform to the online supply side platform selected by Exterion. Finally, a mutually agreed fee is due from the online supply side platform selected by Exterion to Exterion.

Liability

- 22.11. The Client is obliged to compensate Exterion directly and in full for payments missed by Exterion from the online supply side platform selected by it, without prejudice to Exterion's right to claim any loss it may have suffered, if this is due to the fact that:
- (i) for whatever reason, the Client has not paid the Programmatic Buying Fee to the online demand side platform selected by it within the period stipulated for this;
 - (ii) the online demand side platform selected by the Client goes bankrupt, commits an act of bankruptcy, becomes insolvent or an application is made for its winding-up or administration;
or
 - (iii) Exterion has decided in accordance with Article 4.9 or Article 17 to cease to display Material or to suspend the display of Material.
- 22.12. Exterion's liability under the Agreement will never exceed the amount of the Programmatic Buying Fee.