1. Definitions and Interpretation

1.1 The following terms shall have the following meanings where used in this Agreement (including the Order Form):

Access Code: A unique code generated by CM, which can be verified - using hardware and/or software assigned by CM - before a Visitor is granted access to an Event.

Chargeback: The subsequent cancellation by a Visitor of a payment previously made through the CM System (in accordance with the applicable terms and conditions of purchase), whereby the PSP is required to collect the applicable funds corresponding to the payment made by the Visitor from CM and refund such funds to the Visitor.

CM Dashboard: The Client interface of the CM System in which the sale of the Tickets for the Event can be managed by the Client.

CM System: The online system developed by CM that is aimed at offering and selling Ticket(s) to Visitors.

Confidential Information: all information in any medium or format (written, oral, visual or electronic), that relates to a party (the "**Disclosing Party**"), or to its employees, officers, customers or suppliers, and that is directly or indirectly disclosed by the Disclosing Party to the other party (the "**Receiving Party**") in the course of their dealings relating to this Agreement, whether before or after the date of this Agreement, which is either marked as "confidential" or which ought reasonably be considered to be confidential to the Disclosing Party (and which for the avoidance of doubt shall include the content of this Agreement).

Control: in relation to a legal entity, means the, direct or indirect, possession of the power to direct or cause the direction of management and policies, whether through the direct or indirect ownership of voting securities, general or limited partnership interests, interests in a limited liability company, or by contract or other manner of control.

Event: Any event organized, promoted, produced, sponsored, held or hosted directly or indirectly, and individually or jointly with another party or parties, by the Client or any of its affiliates during the Term, held at a specific date(s) and time(s), or a continuous service at a fixed location(s), for which visitors must purchase a ticket in order to gain access to the event (and "Events" shall be interpreted accordingly).

Event of Force Majeure has the meaning given to it in Clause 17.2.

Insolvency Event: The occurrence of any one or more of the following events in relation to a Party:

a. the Party becomes unable to pay its debts, admits its inability to pay its debts or becomes insolvent;

b. a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the Party;

c. an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is

appointed to the Party and/or over all or any part of the assets of the Party;

d. the Party enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally; or

e. anything equivalent to any of the events or circumstances listed in subsections a. to d. (inclusive) occurs in any applicable jurisdiction.

Intellectual Property Rights means all intellectual property rights of any nature whatsoever throughout the world and for the full duration of any and all intellectual property protection afforded to the same including all: (a) patents, registered trade marks, service marks, copyright, designs and any and all applications for registration of any of the same wheresoever made; (b) unregistered trade marks, service marks, designs, design right and copyright; and (c) know how, trade secrets and Confidential Information howsoever arising and any right or interest in any of the foregoing.

Malicious Software has the meaning given to it in Clause 10.1 below.

Net Ticket Sales: Has the meaning given in the Order Form and Clause 6.3 of these T&Cs.

Online Sales: The sale of Tickets via the website of an Event and/or the website of the Client, whereby the visitor to the website will be linked to and make use of the CM System. Order Form: The order form set out above.

Parties: The parties to this Agreement, and each a “Party”.

Payment methods: Any payment method that allows a Visitor to pay for a Ticket, through the services of the PSP, as supported by CM.

Personal data: Any information relating to an identified or identifiable natural person.

PSP: A Payment Service Provider, who administers the receipt, processing and registration of a payment by a Visitor and proceeds to transfer such payments to CM. At the date of this Agreement, CM has appointed CM Payments B.V. as PSP.

Service or **Services**: the services to be provided by CM to the Client pursuant the Agreement.

Ticket: An admission ticket sold via the CM System for an Event.

Transaction: A purchase of one or more Ticket(s) for an individual Event, via the CM System, followed by a successful and full payment of the relevant Ticket(s) fee (including any associated costs).

Transaction Costs: The costs charged by the PSP to CM for the use of one or more services of the PSP, including the Payment Methods, which are in turn charged to the Client in the event of a successful payment, a refund and/or a Chargeback.

Visitor: A person that buys one or more Tickets using the CM System.

Working day: any day which is not a Saturday, a Sunday or a public holiday in the Netherlands.

1.2 In this Agreement (except where the context otherwise requires):

a. any reference to a "Clause" is to the relevant clause of this Agreement and any reference to a sub-Clause or paragraph is to the relevant sub-Clause of the Clause in which it appears;

b. use of the singular includes the plural and vice versa;

c. any references to a “person” or “entity” shall be construed so as to include any individual, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

d. any reference to a law, legal provision, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

e. any phrase introduced by the terms "including", "include", "such as" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

f. in writing includes by email unless otherwise indicated; and

g. all times are references to the time in London, England.

2. Applicability

2.1 These terms and conditions apply to all requests, quotations and agreements between CM and the Client, unless explicitly agreed otherwise by the Parties.

3. Offers and prices

3.1 All offers made by CM are without obligation, unless explicitly stated otherwise in writing in the applicable written offer. Unless otherwise stated, an Agreement with CM shall only be concluded after the Client has created an account on the website of CM and has accepted or confirmed these Terms and Conditions.

3.2 With regard to price lists, brochures, information on websites and other data provided in the context of offers, price changes are expressly reserved.

3.3 The prices and rates are listed on the CM website.

4. Ticket sales

4.1 For each Event, the Client shall, unless otherwise notified in advance by CM, have access to all features of the CM System as required to effect the Ticket sales.

4.2 CM will provide the Client with login details as soon as possible after this Agreement has entered into force, which will give the Client access to the CM Dashboard.

4.3 For each Event, the Client shall enter at least that information into the CM Systems using the CM Dashboard which is necessary for CM to enable the Online Sale of Tickets for such Event using the CM System. The Parties

expressly agree that in any event such information shall include:

a. name of the Event;

b. (sales) status of the Event;

c. Start date and start time of the Event;

d. end date of the Event;

e. the activation date of the sale of Tickets;

f. name of Ticket(s);

g. price of the Ticket(s);

h. maximum number of Tickets per order; and

i. maximum number of Tickets for the Event.

4.4 CM shall assign an Access Code to each Ticket to be issued via the CM Systems, and such Access Code may be checked at the entrance to the location of the applicable Event using appropriate and suitable scanning equipment.

4.5 Following an Online Sale, the Visitor will be sent a Ticket ("e-ticket") by e-mail, or electronic communication message. The Ticket can be printed by the Visitor himself/herself or accessed on a mobile device.

4.6 The Client shall be solely responsible for setting the terms of purchase (and other related terms) between itself and each Visitor and the Client warrants that such terms shall: (i) be notified and made available to any Visitor on a 'durable medium' in a confirmation e-mail after the order by the Visitor for Ticket(s); and (ii) comply fully with all applicable law (including all applicable consumer protection law).

4.7 CM has a telephone and e-mail helpdesk that will be available 7 days a week, 24 hours a day for any Visitor who has questions about the Ticket and/or CM System.

4.8 In the event of expected peak sales, the Client is obliged to give CM at least two (2) weeks' prior written notice. Peak sales occur when the demand for Tickets at the start of the Online Sale is reasonably expected to be higher than the available number of Tickets.

5. Payment of Tickets

5.1 Payments for a Ticket by a Visitor are made using one of the Payment Methods as prescribed by the Client using the Client Dashboard and shall be collected, processed and registered by the PSP.

5.2 All payments made by a Visitor will, subject to any deductions to be made by the PSP on account of Transaction Costs,– subsequently be transmitted by the PSP to CM. CM shall hold payments received by it until such payments are transmitted to the Client in accordance with (and subject to such deductions) as set out in the Order Form and these T&Cs.

5.3 Each Ticket sold and Transaction creates a contractual relationship between the Visitor and the Client. CM is

expressly excluded from these contractual relationships and no obligations arise for CM as a result of these contractual relationship(s).

5.4 The Parties recognize the possibility for Visitors to carry out a Chargeback. A Chargeback can be carried out in particular, but not exclusively, if a payment is made by a Visitor by credit card (e.g. MasterCard, VISA and/or Carte Bleue).

6. Prices and payment; taxes

6.1 Unless explicitly stated or agreed otherwise, all amounts stated in this Agreement are in Euro ("EUR") and are exclusive of VAT and/or any other taxes and/or levies or duties imposed by any applicable laws, authority or government, which (if applicable) will be charged by CM in addition and which shall be payable at the applicable rate prescribed by the applicable law or authority from time to time. For the avoidance of doubt, all Ticket sales shall be conducted in EUR.

6.2 Notwithstanding any other provision of this Agreement, CM is in any case entitled to pass on any price increases in relation to the provision of the Services to the Client resulting from a change in applicable legislation and regulations. CM will inform the Client of such price increases as soon as reasonably possible.

6.3 CM shall transmit the Net Ticket Sales to the Client on the frequencies and subject to the terms set out in the Order Form (or if not set out in the Order Form, as set out in Clause 6.7). The Net Ticket Sales shall equal the Ticket sales amounts actually received by CM on behalf of the Client pursuant to the CM System subject to the following deductions:

a. the Transaction Costs (to the extent that these have not been deducted automatically by the PSP prior to transmission of the payment amounts to CM);

b. the Cm.com Service Fee;

c. the costs or fees in relation to the provision of additional services as set out in the Order Form;

d. any interest owed pursuant to Clause 6.5 below;

e. any Chargeback or refunds (or costs incurred by CM and/or the PSP in relation to processing such Chargeback or refund(s));

f. any amounts due pursuant to Clauses 10.4 and/or 10.5 below; and/or

g. any other costs and/or fees agreed between the Parties (including as set out in the Order Form).

6.4 CM will be entitled to deduct the amounts set out in Clause 6.3 from the Ticket sales amounts actually received by CM and the Client agrees to the right of CM to set off such amounts against the Ticket sales amounts collected. Insofar as settlement is not possible, CM will be entitled to request the Client to pay such amounts by means of an invoice.

6.5 All invoices submitted by CM shall be paid by the Client within fourteen (14) days of the invoice date.

6.6 If the Client fails to pay the amounts due to CM within the period set out in Clause 6.5, CM may, in addition to

any other legal remedies, charge interest on such outstanding amounts at the rate of 2% per annum calculated daily from the due date of payment to the actual date of payment, whether before or after judgment.

6.7 Unless otherwise agreed (including pursuant to the Order Form), payment of the Net Ticket Sales will take place on a fixed Working Day, being a Monday and not earlier than five (5) working days after the applicable Event.

7. Suspension

7.1 If the Client acts contrary to any obligation under the Agreement (including a failure to pay any amounts due), CM has the right to suspend the delivery of the Service and any payments that would otherwise be due pursuant to this Agreement.

7.2 If (i) CM has reasonable cause to suspect that an Event will not take place, will be postponed and/or will take place in a different location to the one originally notified, (ii) large numbers of Visitors (as determined by CM acting reasonably) claim Chargebacks or refunds, and/or (iii) CM has reasonable cause to suspect that a risk has arisen in relation to an Event or the Client that may materially impact Ticket sales and/or the amounts due to CM pursuant to this Agreement, CM has the right to suspend the delivery of the Service and any payments that would otherwise be due pursuant to this Agreement.

7.3 The Client is and will remain liable to pay any amounts due to CM during a period in which the delivery of the Service is suspended in accordance with the provisions of this Clause.

7.4 As soon as the reason for suspension as set out in this Clause has been removed, resolved and or ceased, CM will resume the delivery of the Service (and payment obligations (to the extent applicable)). If applicable, any activation or re-activation costs incurred by CM as a result of such suspended Services or obligations will be charged to the Client.

8. Chargebacks

8.1 In the event of a Chargeback by a Visitor, CM shall notify the Client of the applicable Chargeback amount and any resulting Transaction Costs and the Client will be obliged to transmit funds equaling such amount to CM within two (2) Working Days (and upon receipt CM shall transmit such funds to the PSP).

8.2 To the extent that the amount referred to in Clause 8.1 has not been paid by the Client, CM shall be entitled to deduct such amount from the next payment to be made by CM to the Client pursuant to Clause 6 above.

8.3 In addition, CM shall be entitled to charge the Client for the actual costs incurred by CM in connection with processing such Chargeback (and CM shall be entitled at its discretion to invoice the Client for any such costs or deduct the applicable amount from the next payment to be made by CM to the Client pursuant to Clause 6 above). For the avoidance of doubt, any such costs shall be additional to and shall not impact any and all fees due in connection with the original applicable Transaction and/or any Transaction Costs.

9. Provision of information

9.1 The Client is required to make available to CM all information that CM reasonably requires to enable the proper performance of this Agreement and the Services, by such time and in such form and manner as reasonably

requested by CM.

9.2 The Client undertakes that to the best of its knowledge any information provided to CM pursuant to this Agreement shall be accurate, complete and reliable and CM shall have no liability for any direct or indirect loss resulting from or related to any inaccuracy, incompleteness and/or unreliability in the information provided by Client.

9.3 All costs arising from a delay in the performance of Services by CM arising from a failure to provide the information requested by CM, or to do so by such time or in the prescribed manner, pursuant to Clause 9.1 shall be borne by Client.

10. Obligations

10.1 The Client shall only use the Service for the purposes and in the manner as agreed and described in this Agreement. Any change to the Service must be requested in writing. Furthermore, the Client represents and warrants that (i) all Events will be organized, hosted and staged in compliance with all applicable laws; (ii) that during the Term it will use up-to-date, industry accepted tools to protect the CM System against malicious code such as viruses, worms, or Trojan horses ("Malicious Software") and will not insert or include (or permit or cause the insertion or inclusion of) any Malicious Software into the CM System; (iii) the assignment or grant of any license of any Intellectual Property Rights under this Agreement by it (and any use of such Intellectual Property Rights by CM in accordance with this Agreement) will not infringe the Intellectual Property Rights of any person; and (iv) no employees, directors, officers or representatives of the Client will do anything which, in the reasonable opinion of CM, is or might be prejudicial, derogatory or defamatory to the image and/or reputation of CM.

10.2 The Client shall provide CM with the full name of its organization, its registered address, company registration number and VAT number, and the name of its authorised representative(s). Any changes to this information must be communicated to CM in writing.

10.3 The Client acknowledges and accepts that CM or the PSP may be obliged by applicable competent authorities to disclose the information referred to in Clause 10.2 and if so required, CM shall do so in accordance with the provisions of Clause 13 below.

10.4 If the Client rents or is provided with any hardware from CM, the Client is obliged to deliver such hardware for return shipment within two (2) Working Days after the applicable Event by means of the return shipment packaging provided. If the Client does not deliver the hardware for return within the aforementioned period, CM will be entitled to charge the Client an immediately payable amount of €250 (and CM shall be entitled to deduct such amount from the next payment to be made by CM to the Client pursuant to Clause 6 above). The Client agrees that such an amount is reasonable and proportionate to protect CM's legitimate interest in the hardware.

10.5 In case of damage to any hardware rented from or provided by CM, CM will charge the repair costs to the Client which the Client will be obliged to pay in full. In the event that such hardware is lost or irreparably damaged, the Client shall pay the full renewal price of the hardware within thirty (30) days in full to CM. In either event, CM shall be entitled to deduct such amount(s) from the next payment to be made by CM to the Client pursuant to Clause 6 above.

10.6 To the extent permitted by law and subject to Clauses 10.7 and 16 below, CM warrants that (i) the CM System will be provided with reasonable care and skill; (ii) it will use up-to-date, industry accepted tools to protect the CM

System against Malicious Software; and (iii) the grant of any license of any Intellectual Property Rights under this Agreement by it (and any use of such Intellectual Property Rights by the Client in accordance with this Agreement) will not infringe the Intellectual Property Rights of any person.

10.7 The Client acknowledges and agrees that from time to time CM may have to take one or more portions of the CM System offline for a reasonable period of time and/or that the CM System may be subject to reasonable periods of downtime (being any period of time in which the CM System does not function in a material way or is not generally available via the internet), including for reasons of maintenance or installation of upgrades, patches or other fixes (any such periods being “Downtime”). The Client agrees and acknowledges that any such Downtime shall not constitute a breach of this Agreement and/or the provision of the Services.

11. Settlement

11.1 CM is entitled to set off any amounts owed to it by the Client against any amounts owed by CM to the Client.

11.2 If CM and the Client have concluded more than one agreement, the amounts owed reciprocally under the different agreements may be offset by CM, regardless of the agreement under which the relevant payment obligations arise.

12. Contestation of amounts due

12.1 If the Client, acting in good faith, contests the accuracy of an invoice sent by CM, the Client shall notify CM in writing within ten (10) Working Days from the date of the relevant invoice, stating the reasons.

12.2 Only if the amount disputed by the Client exceeds 5% of the total amount of the relevant invoice (excluding VAT), is the Client entitled to suspend payment of the disputed part of the total invoice amount until the dispute is resolved (although for the avoidance of doubt the undisputed part of the invoice amount shall remain payable in accordance with the terms of this Agreement). If the dispute is not resolved within twenty (20) Working Days after the due date for payment of the relevant invoice, the Parties may submit the dispute to an external expert who shall act as an expert and not an arbitrator. This external party shall be designated by mutual agreement. Parties shall agree in good faith about the costs involved in the assignment of the external party. The expert’s decision shall be final and binding for and on both Parties.

13. Confidentiality

13.1 Each Party shall:

13.1.1. only use (including making copies of) Confidential Information in connection with and to the extent necessary for the purposes of this Agreement;

13.1.2. not disclose the Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with Clause 13.2; and

13.1.3. use all reasonable endeavors to keep all Confidential Information secret and securely protected against theft or unauthorized access, and in any event shall maintain its security, integrity and confidentiality to at least the same standard as it applies to its own confidential information.

13.2 The Receiving Party may disclose any Confidential Information to any regulator, law enforcement agency or other third party if it is required to do so by law, regulation, or similar authority. In those circumstances the Receiving Party shall (to the extent practical and lawful to do so) notify the Disclosing Party in writing as soon as practicable before the disclosure and use all reasonable endeavors to consult with the Disclosing Party with a view to agreeing the timing, manner and extent of the disclosure.

13.3 All Confidential Information shall remain the property of the Disclosing Party and the Disclosing Party reserves all rights in its Confidential Information. Nothing in this Agreement or the disclosures envisaged by this Agreement shall (except as expressly agreed otherwise in this Agreement) operate to transfer, or operate as a grant of any licenses or right to use, to any Intellectual Property Rights in the Confidential Information.

14 Privacy

14.1 The Parties will use the Personal Data obtained when Visitors order Tickets in accordance with applicable laws and regulations on privacy and the protection of Personal Data and as further agreed in Part II of these Terms and Conditions.

14.2 Personal Data of (the employees of) Client is or may be collected by CM at the time of registration and/or during the performance of this Agreement. This Personal Data is necessary for contract management and Client support. The Personal Data can also be used for statistical research and to contact the Client for marketing activities of CM and its affiliates.

15. Intellectual property rights

15.1 As between the Parties, except as expressly set out herein nothing in this Agreement shall operate to transfer, or operate as a grant of any licenses or right to use, to any Intellectual Property Rights of either Party. All Intellectual Property Rights in the materials developed by CM for Client or made available to Client under the Agreement, including equipment, software, analyses, designs, documentation, reports and/or quotations, as well as preparatory material, shall remain vested exclusively in CM and/or its licensors.

15.2 Notwithstanding the above, each Party hereby grants the other the non-exclusive, royalty-free right to use the trade name and trademarks of such Party solely for the promotion, marketing and sale of Tickets (via the CM Systems), promotion of CM and its affiliates or the Service.

15.3 Each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other against any liabilities or losses suffered or incurred by such other Party or its affiliates as a result of any claim by a third party that such Party’s possession and/or use (in accordance with the terms of this Agreement) of all or any part of the rights granted to it by the Indemnifying Party pursuant to Clause 15.2 above infringes the rights (including the Intellectual Property Rights) of any third party.

15.4 Each Party shall, when asserting a right to be indemnified pursuant to Clause 15.3:

15.4.1 promptly notify the Indemnifying Party of any claim or legal proceeding which gives rise to such right;

15.4.2 afford the Indemnifying Party the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding (subject to being fully indemnified by the Indemnifying

Party);

15.4.3 fully co-operate with reasonable requests of the Indemnifying Party at that Party's reasonable expense in its participation and control of any compromise, settlement or resolution or other disposition of such claim or proceeding;

15.4.4 refrain from admitting liability or offering to settle any relevant claim or proceedings without first seeking the involvement and views of the Indemnifying Party; and

15.4.5 take all such steps as the Indemnifying Party may reasonably request to mitigate any liability, costs, damages, losses and expenses in the contest of the subject matter of such indemnity.

16. Liability

16.1 Client acknowledges that access to the internet, electronic communication networks and other communication media is subject to certain risks, including but not limited to the availability and reliability of the Services, transmission, authorization, authenticity and data protection. There is no guarantee that the Services are completely free of errors or defects. CM shall not be liable if any interruption of the Service is due to an event beyond its reasonable control such as, but not limited to, internet failures, radiotelephone and/or telecom transmissions outside the CM System. In the event of an error or defect, CM will use all reasonable efforts to repair the Services.

16.2 Except as expressly set out in this Agreement, all conditions, warranties, stipulations and other statements whatsoever that would otherwise be implied or imposed by law, statute or otherwise howsoever are excluded to the fullest extent permitted by law.

16.3 Nothing in this Agreement shall operate so as to exclude or limit the liability of either Party to the other for: a. death or personal injury arising out of negligence; b. fraud or fraudulent misrepresentation by it or its employees; or c. any other liability that cannot be excluded or limited by law.

16.4 Subject to Clause 16.3, in no event shall a Party be liable to the other Party for any loss of profits, revenue or sales, loss of contracts, loss of opportunity or bargain, loss of any use of a service, failure to realize anticipated savings or income, loss of data, loss of goodwill or reputation or for any indirect or consequential loss, whether arising from negligence, breach of contract or otherwise.

16.5 Subject to Clause 16.3, CM’s total liability to the Client for any loss or damage arising out of or in connection with this Agreement, whether in contract (including any amounts paid or payable under any indemnity granted by CM), tort (including negligence) or otherwise shall be limited to fifty thousand EUR (€50,000.00).

17. Force Majeure

17.1 Neither Party shall be in breach of this Agreement if performance of any of its obligations under this Agreement is prevented in full or in part or delayed by an Event of Force Majeure (as defined below), provided that the relevant affected Party shall:

17.1.1 promptly upon becoming aware of the occurrence of the Event of Force Majeure inform the other Party in writing, which notice shall contain details of the circumstances giving rise to the Event of Force Majeure and its anticipated duration; and

17.1.2 take all reasonable steps to comply with the terms of this Agreement as fully and promptly as possible.

17.2 "Event of Force Majeure" means a fire, flood, lightning, storm, earthquake or other similar geological or metrological event or condition or Act of God, epidemic, pandemic (including coronavirus (COVID-19) or similar diseases), national emergency, war, act of terrorism, riot or criminal act or damage, strike, lockout or other industrial action not involving the employees of the affected Party, communication failure or failure of technical or broadcasting facilities (to the extent such failure is beyond the reasonable control of the affected Party) or any other event beyond the control of a Party;

18. Duration and termination of the Agreement

18.1 The Agreement shall come into effect on the Effective Date and is entered into for an initial period of two years, unless agreed otherwise in the Agreement (the “Initial Term”).

18.2 Following the expiry of the Initial Term, this Agreement shall automatically renew for set periods of twelve (12) months, unless CM or the Client terminates the Agreement by written notice at least three (3) months prior to the expiry of the Initial Term or the applicable extended twelve month period (as applicable) (the Initial Term and any and all periods of renewal being together, the “Term”).

18.3 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

a. the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;

b. the other Party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of ten (10) Working Days after being notified in writing to do so;

c. the other party suffers an Insolvency Event;

d. if the Event of Force Majeure as referred to in Clause 17 has lasted longer than twenty (20) Working Days; or

e. in the event that such a termination is required by applicable law.

18.4 Without affecting any other right or remedy available to it, CM may terminate this Agreement with immediate effect by giving written notice to the Client if there is a change of Control of the Client.

18.5 Provisions which by their nature are intended to continue after termination of the Agreement shall remain in force after termination of the Agreement. These provisions include Clauses 6 (Prices and payment; taxes), 8 (Chargebacks), 12 (Settlement) to 18 (Duration and termination of the Agreement) inclusive, 20 (Applicable law & disputes) and 21 (Other provisions) of these T&Cs.

19. Transfer of rights and obligations; subcontracting

19.1 The Agreement may not be assigned by either Party without the written consent of the other Party, in whole or in part, such consent not to be unreasonably withheld; provided, however, that either Party may assign the Agreement, in whole or in part, without prior notice or permission to; (i) any of its affiliates or to a third party that succeeds all or substantially all of its business and assets relating to the subject matter of the Agreement, whether by merger, acquisition, sale of a majority of its equity, sale of substantially all of its assets, or a similar transaction; or (ii) to a financial institution in the event of an assignment of receivables. Any prohibited assignment shall be null and void. Subject to the foregoing, the Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns.

20. Applicable law and disputes

20.1 This Agreement shall be governed by the laws of the Netherlands and each Party agrees that any dispute (contractual or non-contractual) arising out of or in connection with this Agreement including any question regarding its existence, validity or termination shall be submitted to the exclusive jurisdiction of the courts of the Netherlands.

21. Other provisions

21.1 Notices

a. Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be: (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (ii) sent by email to the address specified in the Order Form.

b. Any notice or communication shall be deemed to have been received: (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause, business hours means 9.00am to 5.00pm on a Working Day.

c. This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21.2 Approvals, Waiver and Cumulative Remedies

a. In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

b. The rights and remedies arising under, or in connection with, this Agreement are cumulative and, except where otherwise expressly provided in this Agreement, do not exclude any rights or remedies provided by law or otherwise.

21.3 Invalidity

a. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

b. If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletion(s) as may be necessary to make it valid.

c. The Parties agree, in the circumstances referred to in sub-clause a. and if sub-clause b. does not apply, to attempt in good faith to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

21.4 Entire Agreement

a. This Agreement and the documents referred to herein constitute the entire agreement and understanding of the Parties relating to the subject matter of this Agreement and supersede any previous agreement or understanding between the Parties in relation to such subject matter.

b. Each Party acknowledges that in entering into this Agreement it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other Party in relation to the subject-matter of this Agreement at any time before its signature (together "Pre-Contractual Statements"), other than those which are set out in this Agreement.

c. Each Party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements.

d. Nothing in this Clause shall exclude or restrict the liability of either Party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

21.5 Modification or Variation

a. No modification or variation of this Agreement (or any document entered into pursuant to or in connection with this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties. For the avoidance of doubt, no modification or variation of this Agreement shall be valid if made by email.

b. Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

21.6. A person who is not a party to this Agreement may not enforce any of its provisions except for any person to whom the benefit of this Agreement is assigned or transferred in accordance with Clause 19.2.

21.7. This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

21.8 Nothing in this Agreement is intended to, or shall be deemed to, establish or constitute any partnership or joint venture between the Parties

21.9 The applicability of the Client's general terms and conditions to this Agreement or the provision of the Services is expressly excluded.

Part II. Data Processing

This Part II specifies the obligations of the Parties in relation to the Processing of Personal Data of which the Client is the Controller, or in respect of which the Client has a Processing or sub-processing relationship with the Controller, for the purposes of the applicable Data Protection Laws, within the scope of and related to the Agreement for the provision of Services between the Parties.

22. Definitions and interpretation

22.1 In Part II of these T&Cs, except where set forth otherwise, the following terms shall have the following meanings:

Data Protection Laws: the Data Protection Laws of the country in which Client is established and any Data Protection Laws applicable to Client and/or CM in connection with the Agreement.

Personal Data: any information relating to an identified or identifiable natural person ('**Data Subject**') that is Processed by CM in its role as Processor as part of providing the Service to Client under the Agreement.

Processing/to Process: any operation or set of operations which is performed on Personal Data, whether or not by automatic means, including collecting, accessing, storing, using, combining, transferring, disclosing or deleting of Personal Data.

Technical and Organizational Measures: measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alternation, unauthorized disclosure or access and against all other unlawful forms of Processing.

Personal Data Breach: a breach of security leading to the accident or unlawful destruction, loss, alteration,

unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

The expressions such as, '**Data Subject**', '**Processor**', '**Controller**', '**data protection impact assessment**', etc. shall have the meaning ascribed to them in the Data Protection Laws.

22.2 References in Part II of these T&Cs to the Data Protection Laws shall be replaced with or incorporate references to any laws replacing or amending those Data Protection Laws, and the equivalent terms defined in such laws, once in force and applicable.

22.3 Notwithstanding anything in Part II of these T&Cs, CM will have the right to collect, extract, compile, synthesize and analyze non-personal identifiable data or information resulting from Client's use or operation of the Services including, by way of example and without limitation, information relating to volumes, frequencies, bounce rates, or any other information regarding use of the CM System ("Service Data") that Client or its Visitors generate and send using the Services. To the extent any Service Data is collected or generated by CM such data will be solely owned by CM and may be used by CM for any lawful business purpose without a duty of accounting to Client, provided that such data is used only in an aggregated form, without directly identifying any person. For the avoidance of doubt, Part II of these T&Cs will not apply to Service Data.

22.4 In case of any conflict, the provisions of this Part II of these T&Cs concerning Processing of Personal Data shall take precedence over the other provisions of this Agreement. Where individual provisions of this Part II are invalid or unenforceable, the validity and enforceability of the other provisions shall not be affected.

23. Obligations of the Client

23.1 Compliance

23.1.1 Client shall, in its use of the Service, Process Personal Data in accordance with the requirements of Data Protection Laws. For the avoidance of doubt, Client's instructions for the Processing of Personal Data shall comply with Data Protection Laws. Client shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Client acquired Personal Data.

23.1.2 Client shall maintain accurate and complete records of the use of the Service under the Agreement during the term and as required under the Data Protection Laws. Upon reasonable written notice, Client shall provide information as requested and where required by CM and/or any regulator or other competent authority. Without limiting the generality of any other provision of the Agreement, prior to using the Service, Client shall obtain verifiable informed consent of the End Users or be able to provide confirmation of the lawful basis for Processing in accordance with applicable legislation and regulations, and shall maintain a record of each such consent and/or lawful basis.

24. Obligations of the Processor

24.1 Instructions

24.1.1 CM shall Process Personal Data in accordance with this Part II and the Agreement, and for the purposes and in the manner specified by Client from time to time in the Agreement and further instructions within the scope of the Agreement.

24.1.2 In case CM is required to Process Personal Data under mandatory law as specified in this Part II or the Agreement, CM shall for those purposes be considered an independent controller. If CM is required to Process Personal Data under mandatory law CM shall inform Client hereof in writing before Processing unless the law prohibits providing such information.

24.2 Technical and Organizational Measures

24.2.1 Taking into account the state of the art, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, CM shall implement appropriate Technical and Organizational Measures (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data) to ensure a level of security appropriate to the risk. Up to date information regarding Technical and Organizational Measures can be found on CM.com/about-cm/security-compliance/.

24.2.2 CM shall test, assess and evaluate the effectiveness of Technical and Organizational Measures for ensuring the security of the Processing on an ongoing basis. CM shall continuously enhance and improve Technical and Organizational Measures.

24.3 Personnel requirements CM ensures that persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

24.4 Confidentiality CM agrees that it shall maintain the Personal Data in confidence. In particular, CM agrees that it shall not disclose any Personal Data supplied to CM by, for, or on behalf of Client to any third party without Client's prior written consent, except as foreseen and required for the performance of the Service under the Agreement or mandatory law.

24.5 Data Subject Rights

24.5.1 Where Client so instructs CM, CM shall transfer, correct, delete or block Personal Data if Client receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure (“right to be forgotten”), data portability, object to the Processing, or its right not to be subject to an automated individual decision making (“Data Subject Request”).

24.5.2 CM shall promptly notify Client if CM receives a Data Subject Request. Taking into account the nature of the Processing, CM shall assist Client, for the fulfilment of Client’s obligation to respond to a Data Subject Request under Data Protection Laws. CM shall assist Client in responding to such Data Subject Request, to the extent CM is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws. To the extent legally permitted, Client shall be responsible for any costs arising from CM’s provision of such assistance.

24.6 Assistance with Client’s compliance CM shall provide to Client further assistance reasonably required to ensure compliance with Client's obligations under Data Protection Laws, including with respect to:

(a) data protection impact assessment, by providing such information and cooperation as Client may require for the purpose of assisting Client in carrying out a data protection impact assessment and periodic reviews to assess if the Processing of Personal Data is performed in compliance with the data protection impact assessment;

(b) prior consultation with a data protection supervisory authority regarding high risk Processing.

24.7 Compliance, information and audit

24.7.1 CM has obtained the third-party certifications set forth in the Security & Compliance section on the website of CM, which provides information on Technical and Organizational Measures and data security. Upon Client's written request, and subject to the confidentiality obligations set forth in the Agreement, Processor shall make available to Client, that is not a competitor of CM (or Client's independent, third-party auditor that is not a competitor of CM) a copy of CM's then most recent third-party certifications and information regarding the IT architecture and security, as applicable and reasonably requested.

24.7.2 Client has the right to appoint an accredited external expert at most once per year to audit the procedures regarding the data Processing for Client. CM will cooperate with such audit upon a reasonable prior written notice of no less than ten working days. Client shall reimburse CM for any time expended by CM for any such audit at CM's then-current professional services rates, which shall be made available to Client upon request. Before the commencement of any such audit, the Parties shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Client shall be responsible.

24.7.3 CM is entitled to request that the external expert signs a confidentiality declaration in favor of CM. The confidentiality declaration shall contain the terms and conditions that are usual for this type of declaration. Any report or statement provided by the external expert shall be made available to CM. Client shall ensure that the audit hinders CM 's operations as little as possible.

24.8 Records CM shall maintain complete, accurate and up to date records of Processing activities carried out on behalf of its Clients.

24.9 Affiliates and Sub-processors

24.9.1 Some or all of CM's obligations under the Agreement may be performed by Affiliates of CM. For the purpose hereof an "Affiliate" means a legal entity directly or indirectly Controlling, Controlled by, or under common Control with CM, for so long as such Control lasts. "Control" shall exist through the direct or indirect ownership of more than 50% of the share capital of the legal entity or of more than 50% of the issued share capital entitling the holders to vote for the election of directors or persons performing similar functions. CM and its Affiliates have entered into intra-company arrangements, under which its Affiliates Processing Personal Data adopt safeguards consistent with those of CM. CM is responsible for compliance of its Affiliates' with this Agreement.

24.9.2 Client acknowledges and agrees that (a) CM's Affiliates may be retained as sub-processors; and (b) CM and CM's Affiliates respectively may engage third-party sub-processors in connection with the provision of the Services, provided always that CM or a CM Affiliate has entered into a written agreement with each sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Personal Data to the extent applicable to the nature of the Service provided by such sub-processor.

24.9.3 CM shall be responsible for each of its sub-processors to the same extent CM would be responsible if performing the services of each sub-processor directly under the terms of the Agreement.

24.10 Breach Notification

In respect of a Personal Data Breach, CM shall:

(a) notify Client of a Personal Data Breach involving CM or a sub-contractor without undue delay (but in no event later than forty-eight hours after becoming aware of the Personal Data Breach).

(b) provide reasonable cooperation and assistance to Client in relation to any action to be taken in response to a Personal Data Breach, including regarding any communication of the Personal Data Breach to the Data Subject and data protection authorities. CM will promptly investigate a Personal Data Breach and take reasonable measures to identify its root cause(s) and prevent a recurrence. As information is collected or otherwise becomes available, unless prohibited by law, CM will provide Client with a description of the Personal Data Breach, the type of data that was the subject of the Personal Data Breach, and other information Client may reasonably request. The Parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected Data Subjects and/or the relevant data protection authorities.

25. Storage, retention and deletion of Personal Data

CM shall Process and retain data, including Personal Data, in accordance with the Client's instructions. The Personal Data shall be retained for no longer than is necessary for providing the Services under the Agreement, for the purposes as states in Part I and as far as required under Applicable Law. CM shall return or delete, at Client's option, any remaining Personal Data upon termination of this Agreement, unless prevented by Applicable Law.

26. Description of Processing

26.1 Nature and Purpose of Processing CM will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Agreement, and as further instructed by Client in its use of the Services.

26.2 Categories of Data Subjects Client may submit data to CM in using the Service, the content of which is determined and controlled by Client in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects:

- Visitors
- Employees, contractors, advisors, freelancers or persons hired by (clients of) Client;
- Contact persons of Client's prospects, Clients and business partners;
- Client's users authorized by Client to use the Services.

26.3 Type of Personal Data Client may submit Personal Data to the Services, the extent of which is determined and controlled by Client in its sole discretion, and which may include, but is not limited to the following categories of Personal Data: First and last name, Contact information (, address, email, phone), IP address.

27. Purposes of Processing

The Personal Data is Processed for the following purposes: Provision of the Services as detailed in the Agreement, handling complaints and disputes, providing information to emergency services, preventing fraud and criminal activities on CM's platform.