



PAPER TRAILS

EUROPE

Telephone +31(0) 20-244 5637 E-mail info@papertrails europe.com Website <https://papertrails europe.com/>

General Terms and Conditions

General Terms and Conditions of Paper Trails Europe B.V.

Paper Trails Europe B.V. is registered in the Dutch Commercial Register of the Chamber of Commerce under file number (KvK number) 85481661.

ARTICLE 1. DEFINITIONS AND INTERPRETATIONS

1.1. Except as otherwise apparent from the context, the words and expressions capitalized in these Terms and Conditions are defined words and expressions, which have the meaning assigned to them below:

General terms and Conditions:	These General Terms and Conditions of PAPER TRAILS that are applicable to every Offer, Assignment and Agreement between PAPER TRAILS and Client;
Service(s):	All services to be provided by PAPER TRAILS. The Services of PAPER TRAILS consist of developing, producing, placing and installing of Street Advertisement and online marketing campaigns;
Guerrilla:	For these forms of outdoor advertising, no permit shall be applied for. Guerrilla outdoor advertisement includes wild posting loose, wild posting columns, chalk templates, reverse graffiti, stickers, beamer projections, paste ups, mega sites (entire wall or fence with printing or painting), fencing banners, customized installations, actions, activations, demonstrations;
Intellectual property rights:	All current and future intellectual property rights such as patents, copyrights, database rights, related rights, trademark rights, registered and unregistered design rights, trade names and know-how and every other intellectual property right, registered or unregistered or able to be registered and regardless of protection in The Netherlands or any other part of the world;
Quotation:	The (adjusted) offer that PAPER TRAILS has made to the Client at any time to enter into an Agreement;
Assignment:	The assignment given by the Client to PAPER TRAILS to provide the Service(s) as described in the relevant Agreement;
Client:	The party that purchases the Services of PAPER TRAILS;
Agreement:	Any Agreement that PAPER TRAILS enters into with the Client, including but not limited to an assignment agreement;

Party:	PAPER TRAILS or client;
PAPER TRAILS:	Paper Trails Europe B.V. and all its affiliates;
Street advertisement:	All forms of outdoor advertisement offered by PAPER TRAILS including Guerrilla and traditional outdoor advertising;
Fee:	The amount(s) of money that the Client shall pay to PAPER TRAILS for the performance of the Services and/or the delivery of Products based on one or more Assignment Agreements;

1.2. Unless these General Terms and Conditions expressly provide otherwise, the following applies to the interpretation of the General Terms and Conditions:

- a. A reference in these General Terms and Conditions to an "Article", is a reference to an article of the General Terms and Conditions;
- b. References to a Dutch legal term include, where applicable, the term that most closely corresponds to the Dutch term in relevant other jurisdictions;
- c. the words 'included', and words of similar import mean 'including but not limited to';
- d. A reference to a person is a reference to a natural person, partnership or a legal entity; and
- e. The singular shall be deemed to include the plural and vice versa and a reference to a male form shall be deemed to include a reference to a female form and vice versa.

ARTICLE 2. APPLICABILITY GENERAL TERMS AND CONDITIONS

- 2.1 These General Terms and Conditions are applicable to every Offer, Assignment and Agreement between PAPER TRAILS and Client, except if and insofar as otherwise agreed in writing. Agreements that deviate from these General Terms and Conditions are only valid if they have been laid down in writing. By accepting an Offer, placing an Assignment or signing the Agreement, whether orally, in writing, by e-mail or in any other way, the Client declares to have received a copy of the General Terms and Conditions and to be familiar with them and to agree with the contents of the General Terms and Conditions. These General Terms and Conditions are an inseparable part of the relevant Offer, Assignment or Agreement between Client and PAPER TRAILS.
- 2.2 The applicability of the General Terms and Conditions of the Client are expressly rejected. A reference by the Client to the applicability of its own general terms and conditions has no legal effect. If Client explicitly rejects the General Terms and Conditions before entering into any Agreement, no Agreement shall be concluded until agreement has been reached between the Parties on the applicable General Terms and Conditions.
- 2.3 PAPER TRAILS is authorized to amend the General Terms and Conditions from time to time. When this occurs, the new version of the General Terms and Conditions will automatically apply to all existing legal relationships by operation of law and the new General Terms and Conditions will replace the present General Terms and Conditions. PAPER TRAILS will notify the Client in writing of the new General Terms and Conditions.
- 2.4 If one or more provisions of the General Terms and Conditions prove to be invalid or cannot be legally applied, the other provisions of the General Terms and Conditions will remain in force. The parties will consult about the provisions that are not legally valid or cannot be applied legally in order to make a replacement provision that is legally valid and is as close as possible to the purport of the provision to be replaced.

ARTICLE 3. OFFERS AND CONCLUSION OF AGREEMENTS

- 3.1. For all Services the costs will be charged in accordance with the Quotation and / or order confirmation provided by PAPER TRAILS. The Assignment is concluded by signing the Quotation or Agreement by the Parties or a declaration of agreement from the Client by e-mail. In all cases, the Assignment will only be concluded after a written confirmation from PAPER TRAILS to the Client.
- 3.2. All offers and Quotations of PAPER TRAILS are without obligation, unless the contrary is explicitly stated in writing. PAPER TRAILS is entitled to revoke an offer without any obligation to pay damages, at the latest immediately after the acceptance of the offer by the Client.
- 3.3. The Agreement shall be deemed to have been concluded from the day the Offer or Agreement is signed by the Parties or from the day that PAPER TRAILS has accepted or confirmed the Assignment and any special arrangements in writing by signing an order confirmation or an agreement by e-mail, whereby the date of the confirmation is decisive, or at the moment that PAPER TRAILS, at the Client's request, has started the performance of the Agreement in accordance with the provisions of the order confirmation.
- 3.4. PAPER TRAILS cannot be held to its offers, Quotations or order confirmations if the Client can reasonably understand that the offers, Quotations or order confirmations or any part thereof, contain an obvious mistake or error. If an offer, Quotation or order confirmation contains an (obvious) error, ambiguity or clerical error, the Client will inform PAPER

TRAILS thereof. PAPER TRAILS is not liable for any damage suffered by the Client as a result of the (apparent) error, ambiguity or error in offers, Quotations or order confirmations.

- 3.5. Client warrants the accuracy and completeness of the information provided by or on behalf of PAPER TRAILS on which PAPER TRAILS has based its Quotation.
- 3.6. An offer in a Quotation only applies to the specific underlying Assignment and not to any future Assignments. Based on the wishes of the Client, PAPER TRAILS will make an estimate of the required number of posters to achieve the desired visibility. Such estimates are only indicative and include in no case a final and binding (price) offer.

ARTICLE 4. PRICES

- 4.1 The Client shall pay to PAPER TRAILS the Fees for the Services to be provided under any Agreement. The prices quoted in the Quotation or at the conclusion of any Agreement are excluding bank transaction costs of PAPER TRAILS and excluding VAT and other government levies, unless expressly agreed otherwise in writing. All Fees are in euros (EUR) and Client shall make all payments in euros (EUR), unless otherwise agreed.
- 4.2 Unless otherwise stated, prices apply in accordance with the Quotation or Agreement, or the rate indicated by PAPER TRAILS. Prices in Quotations and Agreements are based on data and information provided by the Client. In the event of any additions or changes to the Assignment, materials, data or information provided by the Client, changes in prices in Quotations and Agreements may occur. Price increases resulting from the aforementioned additions and changes will be borne by the Client. The Client accepts the possibility of changes to the Assignment, including the change of the Fee. PAPER TRAILS will inform Client of the need for a price increase as soon as possible.
- 4.3 If after the conclusion of the Agreement and before the agreed time of delivery of the Services unforeseen and cost-increasing circumstances occur (including a change / increase in the prices of auxiliary materials, raw materials or parts, wages or any price-determining factors whatsoever), PAPER TRAILS is entitled to adjust / increase the price accordingly. However, if PAPER TRAILS wishes to increase the stipulated price within three months of the conclusion of the Agreement, the Client is entitled to terminate the Agreement. In that case, costs already incurred or work performed will be charged. In such cases, the Client is not entitled to compensation or damages. PAPER TRAILS will inform the Client of the need for a price increase as soon as possible. In the event that the Client does not cancel the Assignment within seven (7) days of the price increase, the Client shall be deemed to have agreed to the price increase.

ARTICLE 5. PAYMENT TERMS AND COLLECTION COSTS

- 5.1. Unless otherwise agreed in writing, the Client shall pay the full Fee to PAPER TRAILS prior to the commencement of the Services. The invoice must be paid no later than ten (10) days prior to commencement of the Services. In specific cases, an earlier payment may be required, which will be recorded in writing. In all cases, the invoices of PAPER TRAILS shall be paid by Client no later than thirty (30) days after the invoice date.
- 5.2. If and when the Client does not pay the invoice in time in accordance with Article 5.1, he will be in default by operation of law, without further notice of default and/or summons by PAPER TRAILS being necessary. The Client shall then owe the statutory interest (in case of a consumer) or the statutory commercial interest (in case of a company). The interest on the due amount is calculated from the moment that the Client is in default until the moment the full amount owed is paid.
- 5.3. Exceeding of one or more payment terms or non-payment of one or more invoices of PAPER TRAILS as referred to in Article 5.2 shall give PAPER TRAILS the right to suspend its performance under the Agreement within the period specified in Article 5.2. Paper Trails also has the right to cancel or dissolve the Agreement. The costs for the preparation and cancellation of the work will be charged to the Client.
- 5.4. If and as soon as Client is in default, PAPER TRAILS shall have the right to hand over the invoice amounts thus overdue to third parties without further notice. All judicial and extrajudicial (collection) costs shall be borne by Client. The extrajudicial collection costs will always amount to at least 15% of the total amount quoted, supplemented with agency costs with a minimum of € 150,-. Without prejudice to the right of PAPER TRAILS to charge a higher amount in respect of extrajudicial collection costs if the actual extrajudicial collection costs turn out to be higher.
- 5.5. The payments made by the Client shall always primarily serve to pay all interest due and subsequently due and payable invoices which have been outstanding for the longest time, even if the Client states that the payment relates to a later invoice. In the case of invoices of the same date, each invoice shall be paid pro rata.
- 5.6. The full claim of PAPER TRAILS on the Client is immediately due and payable if:
 - Client exceeds a payment term;
 - Client has been declared bankrupt or has been granted a suspension of payment;
 - Client (company) is dissolved or liquidated;

- Client (natural person) is placed under guardianship or dies.

ARTICLE 6. CLIENT'S OBLIGATIONS

- 6.1. The Client undertakes to provide all information and/or materials that are necessary for PAPER TRAILS to carry out the Assignment in a timely manner, with the understanding that the information and/or materials must be provided to PAPER TRAILS at least ten (10) working days before the date of the agreed work, unless the Parties agree otherwise.
- 6.2. If the Client fails to provide the necessary information or materials in a timely manner, PAPER TRAILS may suspend the performance of the Assignment and charge the Client for the additional costs resulting from the delay. PAPER TRAILS shall not be liable for any damage resulting from PAPER TRAILS having relied on incorrect or incomplete information provided by Client.
- 6.3. Late delivery of the information and/or materials does not suspend the agreed advertising period, nor does it release Client of its obligation to pay the agreed Fee on time.

ARTICLE 7. EXECUTION AND COMPLETION PERIOD

- 7.1. PAPER TRAILS shall execute the Assignment to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship. The Parties shall record the execution period and delivery period in the Assignment. The Client is aware that after Client agrees to the Assignment and General Terms and Conditions, PAPER TRAILS will require a minimum of three (3) working days to perform the work, unless otherwise agreed.
- 7.2. If the Client owes an advance payment or must provide information or materials, the time period within which PAPER TRAILS must complete the work will not begin until the payment, information or materials are received by PAPER TRAILS. If the Client does not pay on time or does not provide the required information or materials on time, PAPER TRAILS cannot guarantee that the desired location (media location or media surface) and the desired execution and completion time will still be available.
- 7.3. In the event of a change to the Assignment by the Client, the specified period of execution may also change. The Client accepts the possibility of changing the Assignment, including the change in the execution period. The Client may only change the completion date after consultation and with the consent of PAPER TRAILS.
- 7.4. PAPER TRAILS may refuse a request from the Client to change the Assignment, if this may have qualitative or quantitative consequences for the work. PAPER TRAILS may refuse a request to change the Assignment if, among other things, (i) the change negatively affects the quality of the end result of the original Assignment or (ii) insufficient capacity is available for the execution of the change, given the deadlines set by the Client. PAPER TRAILS shall inform the Client in writing of the reasons for the refusal.
- 7.5. An initial completion date is never a statutory limit. The delivery times are set in the expectation that there are no impediments for PAPER TRAILS to perform the Services to be performed. If a date is exceeded, the Client must first give PAPER TRAILS written notice of default.
- 7.6. Exceeding the delivery period will never entitle the Client to dissolve the Agreement, unless (i) the execution is permanently impossible or (ii) if PAPER TRAILS also fails to perform the Assignment within a period again communicated in writing by PAPER TRAILS or (iii) the Parties have expressly agreed in writing that the specified term and/or delivery date was to be regarded as a statutory limit.
- 7.7. After delivery of the Street Advertising, PAPER TRAILS shall provide Client with at least one photo of the placed Street Advertising within seven (7) days after placement. The photos provided shall give an impression of the placed Street Advertising. PAPER TRAILS is not obliged to provide photos of all locations to the Client, unless otherwise agreed.

ARTIKEL 8. CANCELLATION OF THE ASSIGNMENT

- 8.1. Except when this is agreed with PAPER TRAILS in writing, an Assignment may not be cancelled. If cancellation is permitted, Client shall notify PAPER TRAILS in writing of the total or partial cancellation and the Client is obliged to compensate PAPER TRAILS for all expenses reasonably incurred in connection with the execution of this Assignment, as well as for any other damages resulting from the cancellation in question.
- 8.2. PAPER TRAILS shall be entitled to cancel a Street Advertising (campaign) or online marketing campaign with immediate effect if the visual material is offensive, provocative, obviously infringing or not in line with ethnic or moral guidelines of PAPER TRAILS or other third parties.

ARTICLE 9. DURATION OF THE CONTRACT

9.1. PAPER TRAILS and the Client shall enter into the Assignment for a definite period of time, unless the Parties agree otherwise.

ARTICLE 10. EARLY DISSOLUTION

10.1. Parties are entitled to dissolve any Agreement (fully or partially) out of court by means of a registered letter if the other Party remains in default of fulfilling its obligations under any Agreement even after a notice of default has been issued in writing, whereby a period of 7 days has been given for compliance.

10.2. The parties will furthermore be entitled, without any notice of default being required, to dissolve any Agreement (in whole or in part) out of court if one of the Parties:

- Files for bankruptcy or is declared bankrupt;
- applies for (provisional) suspension of payment or is granted its (provisional) suspension of payment;
- (company) is dissolved or liquidated;
- (natural person) is placed under guardianship or dies.

10.3. Obligations in the General Terms and Conditions which by their nature are intended to continue even after dissolution of any Agreement, shall continue in full force after dissolution of the Agreement. These obligations include: Confidentiality and secrecy (Article 14), Intellectual property (Article 12), Liability (Article 13), Force majeure (Article 11), Choice of forum and choice of law (Article 22).

ARTICLE 11. FORCE MAJEURE

11.1. PAPER TRAILS shall not be obliged to fulfil any obligation if it is prevented from doing so as a result of force majeure. If, due to force majeure, the execution of the Assignment cannot take place on the agreed date, PAPER TRAILS will without delay inform the Client of this without prejudice to the Client's obligation to purchase the relevant Services at a different time, and without prejudice to the other obligations of the Client arising from the relevant Assignment. In mutual consultation, a new date and/or term will be set as soon as possible. The Client cannot cancel or dissolve the Agreement, unless the force majeure situation persists for longer than 60 days. PAPER TRAILS shall not be liable for any damage suffered by the Client as a result of the force majeure situation of PAPER TRAILS.

11.2. If PAPER TRAILS is prevented from performing the Agreement due to force majeure, PAPER TRAILS shall be entitled, without prejudice to its other rights, to suspend the performance of the Agreement without judicial intervention, or to dissolve the Agreement in whole or in part, without being liable for any compensation.

11.3. Force majeure shall mean all external causes, foreseen or unforeseen, which are beyond the control of PAPER TRAILS, but which prevent PAPER TRAILS from fulfilling any obligation.

11.4. Force majeure shall mean in any case: war, terrorism, non-delivery of materials by supplier(s), delay by post, epidemic/pandemic, civil war, riot, molestation, destruction of advertising carriers by third parties, danger of war, state of emergency, strikes, blockade, business disruption, material shortages, defectiveness of goods and materials, fire, explosion, flood, earthquake and other natural disasters, general transport problems, export or import bans, refusal to issue import and export permits, excessive absenteeism of employees, suppliers or third parties engaged, loss of advertising concession or withdrawal of permission by the grantor of PAPER TRAILS, the restrictions imposed by the government, the removal and/or requisition of an advertising medium on confiscation or other government action and non-performance of the suppliers of PAPER TRAILS or other means of non-compliance by these suppliers with their obligations. In addition, force majeure includes unsafe situations. These include situations that arise from threats and violence from third parties, weather conditions, danger of contamination in times of an epidemic / pandemic, the danger of being imposed any fines or warnings by the police, justice, municipalities and government. When the execution of the work is prevented by a summons to leave, for whatever reason, from an enforcer, police, security guard or bystander, PAPER TRAILS is entitled to stop the execution as a result of force majeure.

11.5. In the event of restrictive government measures as a result of an epidemic/pandemic, PAPER TRAILS will try to perform the Services properly within the imposed (government) measures. When this is not possible, PAPER TRAILS has the right to postpone the performance of the Services to a later time when this is possible without incurring additional costs. In the event of a curfew on the day of performance, PAPER TRAILS shall perform the Services within the rules and permitted times of such curfew.

11.6. If PAPER TRAILS has already partially fulfilled its obligations under the Agreement before the time of occurrence of force majeure or has the possibility to partially fulfill them, PAPER TRAILS shall be entitled to invoice the work already performed.

ARTICLE 12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. The Intellectual Property Rights of all sketches, drawings, illustrations, paintings, photos, posters, advertisements, advertising carriers, etc. designed or created by PAPER TRAILS, will exclusively rest with PAPER TRAILS. The Client is not permitted to use these Intellectual Property Rights in any way without written permission from PAPER TRAILS. The Client shall only acquire the rights of use that have been expressly granted to it in the Agreement concluded in writing between the Parties.
- 12.2. The Client guarantees to be entitled to the Intellectual Property Rights that rest on the provided material. By granting the Assignment, the Client grants PAPER TRAILS the right to use the material in accordance with the Assignment. The Client shall indemnify PAPER TRAILS against all third party claims for infringement of the material supplied by Client and placed by PAPER TRAILS.
- 12.3. The Client is not permitted to use the trade names, brand names, logos or figurative marks of PAPER TRAILS, except with the express written permission of PAPER TRAILS. The Client is also not permitted to reproduce or publish texts, photos or other content from the websites of PAPER TRAILS without the express written permission of PAPER TRAILS.
- 12.4. PAPER TRAILS is entitled to use images of the commissioned Street Advertising and online marketing campaigns for online and offline (marketing) expressions, including in any (future) leaflets, brochures, advertisements, portfolios or on one of the websites or social media channels of PAPER TRAILS.
- 12.5. If the Client does not fulfil its obligations under this article towards PAPER TRAILS, or acts contrary to the provisions of this article, the Client shall forfeit to PAPER TRAILS, due to the violation and/or non-compliance, an immediately due and payable, not subject to set-off ("verrekening"), suspension ("opschorting") or moderation ("matiging") fine of € 5,000,-- (in words: five thousand euros), to be increased by € 1.000,-- (in words: one thousand euros) per day that the violation and/or non-compliance continues, without prejudice to the right to recover the actual damages suffered as a result of the violation and/or non-compliance from the Client and/or to claim full compliance in addition to the fine.
- 12.6. The Client is obliged to pay the fines as referred to in Article 12.5 of the General Terms and Conditions to PAPER TRAILS within ten working days, failing which the statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code is due. The fine may not be offset ("verrekend") or suspended ("opgeschort").

ARTICLE 13. LIABILITY

- 13.1. If one of the Parties fails to comply with one or more of its obligation(s) under an Agreement, the other Party will give notice of default, unless fulfilment of the obligations concerned is already permanently impossible, in which case the defaulting party is immediately in default. If delivery is made to two or more Clients jointly, they will each be severally liable for the full compliance with the Agreement concluded by them.
- 13.2. The notice of default shall be given in writing, granting the defaulting Party a reasonable period in which to perform its obligations. This term has the character of a statutory limit ("fatale termijn"). The Client's notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that PAPER TRAILS is given the opportunity to respond adequately.
- 13.3. The Party that fails attributable in the fulfilment of its obligation(s) is liable to the other Party for compensation of the material damage suffered or to be suffered by the other Party, with due observance of articles 13.4 to 13.12, insofar such damage cannot be remedied by the failing Party within a reasonable time.
- 13.4. In all cases, the damages to be compensated by PAPER TRAILS is limited to the direct material damage, limited to an amount equal to no more than the invoice value (excluding VAT) under the relevant Agreement during a period of 12 months prior to the occurrence of the liability.
- 13.5. In all cases, the damages to be compensated by PAPER TRAILS shall be limited to the amount that its insurer pays out in that particular case.
- 13.6. Indirect damage, consequential damage, loss of profit, lost savings, reduced goodwill, damage due to business interruption, damage as a result of claims from customers of the Client, damage related to the use of items, materials or software of third parties prescribed by the Client to PAPER TRAILS and damage related to the use of suppliers, staff or any other third party prescribed by the Client to PAPER TRAILS is excluded. Also excluded is the liability of PAPER TRAILS in connection with mutilation, destruction or loss of data or documents. PAPER TRAILS is also not liable for improper use of the material supplied by PAPER TRAILS.
- 13.7. PAPER TRAILS is not liable for damage to property of the Client or third parties, including damage, mutilation or loss of property, unless there is gross fault or negligence on the part of PAPER TRAILS or third parties engaged by Paper Trails.

- 13.8. The Client is aware of the risks associated with a Guerrilla campaign, such as damage, removal and cover up by other posters/materials of the Guerrilla campaign and the imposition of fines. The Client is aware that no permit is requested for the Guerrilla campaigns. The responsibility for a Guerrilla campaign always rests with the Client. PAPER TRAILS shall not be liable for any complaints and/or fines/taxes at/after the execution and/or application of Guerrilla campaigns. In all cases, the Client is responsible for any risk associated with a Guerrilla campaign. PAPER TRAILS shall not be liable for the removal / damage / cover up of Guerrilla campaigns. At the request of the Client, the removed / damaged / covered up Guerrilla campaign can be restored and returned to its original state as much as possible. PAPER TRAILS may charge an additional Fee for this to the Client.
- 13.9. PAPER TRAILS is not liable for damage or theft of Street Advertising. Damage or theft of Street Advertising does not entitle the Client to demand dissolution of the Agreement or to withhold or suspend payment in whole or in part.
- 13.10. The Client remains liable at all times for the form and content of the advertisement, on the basis of which Client expressly indemnifies PAPER TRAILS against claims from third parties.
- 13.11. The exclusions and limitations of liability of PAPER TRAILS described in this Article are without prejudice to the other exclusions and limitations of liability of PAPER TRAILS described in these General Terms and Conditions.
- 13.12. A condition for the existence of any right to compensation is always that the Client reports the damage to PAPER TRAILS in writing as soon as possible after its occurrence. Any claim for compensation against PAPER TRAILS will lapse by the mere lapse of twelve months after the claim arose, unless the Client has instituted a legal claim for compensation for the damage before the expiry of that period.

ARTIKEL 14. CONFIDENTIALITY AND SECRECY

- 14.1. The Parties will keep the content of the Quotations, Assignments and Agreements confidential and secret.
- 14.2. The Parties will observe strict confidentiality with regard to the confidential information provided by the other Party, including trade secrets and personal data, and shall not provide these to third parties or in any way disclose them to third parties, except with the prior written consent of the other Party.
- 14.3. The obligation of confidentiality shall not apply if:
- (i) the other Party gives written permission for deviation from this, whereby consent will not be withheld on unreasonable grounds;
 - (ii) there is a statutory obligation or an obligation imposed by a court or an arbitrator to disclose information about the Agreement or to provide a copy of the Agreement;
 - (iii) proceedings between the Parties are pending before the public courts or in arbitration, where the submission of the Agreement is necessary for the settlement of the dispute;
 - (iv) (information regarding) the Agreement has become public, unless this is a result of violation of the Agreement by the person who is obliged to maintain confidentiality;
 - (v) it concerns communication with auxiliary persons involved in the (execution of the) Agreement (whether or not employed by the Parties), more specifically the advisors and insurers of the Parties. The parties will take all reasonable measures to ensure that these auxiliaries are aware of the confidentiality obligation and will request that they comply with it.

ARTICLE 15. RETENTION OF TITLE

- 15.1. All materials and results of the Services provided by PAPER TRAILS shall remain the property of PAPER TRAILS unless otherwise agreed and until the Client has fully complied with all its obligations.
- 15.2. Client shall do everything he reasonably can do to secure the properties of PAPER TRAILS.
- 15.3. In the event that the Client fails to comply with any obligation under the Agreement, PAPER TRAILS shall, without any notice of default being required, be entitled to repossess the goods, without prejudice to the right to claim reasonable compensation for damage suffered, loss of profit and interest.
- 15.4. If PAPER TRAILS wishes to exercise its property rights, the Client gives unconditional and irrevocable permission to PAPER TRAILS to enter all places where the properties are located, so that PAPER TRAILS can repossess them.

ARTICLE 16. THIRD PARTIES

- 16.1. If PAPER TRAILS wishes to use of the services of third parties in the performance of the Services either by subcontracting or by hiring temporary personnel, PAPER TRAILS is fully entitled to do so. PAPERTRAIL does not need to obtain (prior)

permission from the Client. The applicability of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.

ARTICLE 17. GUARANTEES

- 17.1. PAPER TRAILS guarantees that it only deploys staff members and/or third parties who possess the skills and qualifications required to perform the Services, taking into account the nature and content of the Services. PAPER TRAILS also guarantees that the staff members and/or third parties deployed by it meet the requirements that may be imposed on a comparable service provider as a reasonably competent and reasonably acting service provider.
- 17.2. PAPER TRAILS guarantees that the Service provided comply with what has been agreed in the Agreement, subject to the provisions of this Article.
- 17.3. The Client is obliged to thoroughly inspect the work for defects after delivery and, in the presence thereof, to notify PAPER TRAILS in writing immediately. If Client does not inform PAPER TRAILS in writing within 3 days after the day of delivery about defects, which could have been detected upon thorough inspection, Client is considered to agree with the state in which the work was delivered. The Client shall be obliged to specify the complaint accurately accompanied by written evidence. PAPER TRAILS must be promptly enabled to check the Services. If, in its opinion, the Services have been performed correctly, PAPER TRAILS will strive as much as possible for an adequate solution, in consultation with the Client. Defects do not entitle the Client to demand dissolution of the Agreement or to withhold or suspend payment in whole or in part.
- 17.4. PAPER TRAILS cannot guarantee fixed locations to the Client for Street Advertising, unless otherwise agreed.
- 17.5. Client may indicate its preference for the desired location of the Street Advertising to PAPER TRAILS. PAPER TRAILS shall strive to place the Street Advertising at the desired location, but cannot guarantee that the location is available, unless otherwise agreed. If the desired location is not available, PAPER TRAILS will notify the Client and place the Street Advertising at a location that is as similar as possible.
- 17.6. The lifespan of the Guerrilla campaigns cannot be estimated in advance, because they are usually placed in the outdoor area. PAPER TRAILS can in no way guarantee the estimated lifespan of the applied expressions. If the lifespan of a Guerrilla campaign is shorter or longer than initially estimated, this can never give entitlement to compensation, a discount of the agreed Fee or dissolution of the Agreement. Also, any removal costs cannot be passed on to PAPER TRAILS.
- 17.7. At locations where the surface is too clean for reverse graffiti, or reverse graffiti will not give the desired effect, PAPER TRAILS will apply the expression with white chalk paint. The Client agrees that a reverse graffiti campaign can be carried out entirely with chalk if the aforementioned circumstances so require, unless the Client has explicitly indicated in writing that the reverse graffiti may not be replaced by white chalk paint.

ARTICLE 18. COMPLAINTS AND REPORTS FROM THIRD PARTIES

- 18.1 If the Client has received a complaint or report as a result of the Street Advertisement placed by PAPER TRAILS, the Client shall immediately inform PAPER TRAILS. The Client shall only respond (substantively) to the complaint or report after consultation with PAPER TRAILS.

ARTICLE 19. PRIVACY

- 19.1. If Client contacts PAPER TRAILS (by phone, by e-mail, via the website or in any other way), PAPER TRAILS will process the (personal) data in accordance with the General Data Protection Regulation (GDPR) and its privacy statement (<https://papertrailseurope.com/privacy-cookies/>).

ARTICLE 20. TRANSFER OF RIGHTS AND OBLIGATIONS

- 20.1. Parties are not entitled to transfer the rights and obligations arising from the Agreement concluded under these General Terms and Conditions to third parties in whole or in part, except with the prior written consent of the other Party.

ARTICLE 21. CONFLICTING CLAUSE

- 21.1. In the event that these General Terms and Conditions and the Agreement contain conflicting conditions, the conditions included in the Agreement shall apply.

ARTICLE 22. APPLICABLE LAW AND COMPETENT COURT

- 22.1. The legal relationship(s) between the Client and PAPER TRAILS and all obligations arising therefrom are exclusively governed by Dutch law.
- 22.2. The Amsterdam District Court has exclusive jurisdiction to rule on disputes between the Client and PAPER TRAILS.

ARTICLE 23. GENERAL PROVISIONS

- 23.1 The General Terms and Conditions and any Agreement and the appendices attached thereto contain all that has been agreed between the Parties regarding the subjects included herein. All previous oral or written agreements, statements or commitments between the Parties in this regard will lapse.
- 23.2 Each Agreement consists of a list of parties, a preamble, a body and appendices. All these parts must be considered and interpreted in conjunction with each other. In the event of a conflict between the General Terms and Conditions and any Agreement, the content of the Agreement shall prevail, unless explicitly stated otherwise. In the event of a conflict between the content of the appendices or the content of the preamble and the content of the body of the Agreement, the content of the body shall prevail.
- 23.3 If one or more provisions of any Agreement prove to be invalid or not legally applicable, the relevant Agreement will remain in force for the remainder. The Parties will consult on the provisions that are not legally valid or cannot be applied legally in order to make a replacement provision that is legally valid and that matches the purport of the provision to be replaced as closely as possible.
- 23.4 The headings to articles of these General Terms and Conditions and any Agreement only serve to roughly indicate the content thereof, but have no meaning for the interpretation of the provisions of the General Terms and Conditions or any Agreement.
- 23.5 Notifications that the Parties will make to each other on the basis of the Agreement will be given in writing. Oral notifications, promises or agreements have no legal force unless confirmed in writing.
- 23.6 The undersigned declare by placing their signature that they are authorized to enter into an Agreement for themselves or on behalf of the respective legal persons for which they sign, that they will comply with the provisions of their articles of association and that all necessary formalities have been completed.
- 23.7 The parties shall elect domicile for the performance of the Agreement at the addresses stated in the head of the Agreement, unless another address is stated in writing.