

General Terms and Conditions of Agreement of Critical Hit PR.

These General Terms and Conditions have been filed at the Chamber of Commerce in Rotterdam in November 2013. A copy of these will be sent on request and can be viewed at any time on www.criticalhit-pr.com.

Article 1: Definitions, applicability of General Terms and Conditions, general provisions

1.1 These General Terms and Conditions apply the following definitions:

1.1.1 Third parties: All parties other than Critical Hit PR or the Client.

1.1.2 Services: All possible work that Critical Hit PR carries out that is commissioned by the Client in the particular fields of Public Relations, Marketing Communications, Consultancy, etc. for use (or broadcasting) via a computer, television, (mobile) telephone or the internet, etc., and all of these in the broadest sense of the word, including, but not restricted to, advising, planning, managing, writing, designing/having designed, producing, delivering/arranging presentations, and all these (types of) work in the broadest sense of the word;

1.1.3 Client: The party with which Critical Hit PR has concluded an Agreement or to which party Critical Hit PR is submitting a quotation in respect of the delivery of Goods and/or Services by Critical Hit PR to this party;

1.1.4 Agreement: The agreement between Critical Hit PR and the Client pursuant to which Agreement Critical Hit PR delivers Goods and/or Services to the Client;

1.1.5 Parties: Critical Hit PR and the Client;

1.1.6 Critical Hit PR: Critical Hit PR of Rotterdam and its subsidiaries and affiliated companies;

1.1.7 Terms and conditions: These applicable General Terms and Conditions.

1.2 These Terms and Conditions shall apply to each quotation made by Critical Hit PR and each Agreement. Changes/additions to the Terms and Conditions shall only apply if these have been agreed on by Critical Hit PR and the Client in writing.

1.3 All of the Client's general terms and conditions (in the broadest sense of the word) are expressly excluded. By accepting one of Critical Hit PR's quotations and/or concluding an Agreement with Critical Hit PR, the Client thereby expressly agrees that none of the Client's general terms and conditions shall apply to this quotation and/or this Agreement.

1.4 Critical Hit PR reserves the right to alter these Terms and Conditions with immediate effect by providing the Client with written/electronic notification. The key provisions of the Agreement that have meanwhile been agreed, such as the nature, content, scale and price of the Parties' work shall then remain in full force.

1.5 In the event that, when Critical Hit PR is delivering Goods or Services to the Client, (parts of) goods and/or services are involved that Third parties have supplied to Critical Hit PR and to which latter delivery of (parts of) goods and services the general terms and conditions of those third parties apply, the provisions of the general terms and conditions of those Third parties shall also apply for the delivery of the Goods and Services by Critical Hit PR to the Client, if and insofar as those general terms and conditions are not contradictory to these Terms and Conditions, in which in the latter case the applicable provisions of these Terms and Conditions prevail.

Article 2: Acceptance of order

2.1 Critical Hit PR reserves the right to refuse acceptance of an order.

Article 3: Provision of the services

- 3.1** Critical Hit PR shall provide to the Client the Services; and perform the Services with a reasonable level of skill and care in accordance with a degree of skill, diligence, prudence and foresight which, as at the relevant time, would reasonably be expected from a skilled and experienced supplier of PR services seeking in good faith to comply with its contractual obligations.
- 3.2** Critical Hit PR shall without the agreement of the Client be entitled to make operational changes to the Services that have no material adverse effect on the Services.
- 3.3** Critical Hit PR guarantees that the Services supplied by it shall comply with the specification contained in each contract and in the absence of any such specification shall comply with Critical Hit PR's appropriate specification.
- 3.4** Critical Hit PR shall not be liable for any loss caused to Client's goods whilst in Critical Hit PR's possession unless such loss may be caused by willful recklessness of Critical Hit PR's employees or agents in which case Critical Hit PR shall account to the Client for any monies that it may receive under any insurance policy (Critical Hit PR not being under any obligation to insure). Critical Hit PR shall not be liable for samples, or products of the Client, which are sent to the Media, as part of PR activity.
- 3.5** Third party products supplied and/or sub sublicensed by Critical Hit PR as part of the Services will be supplied in accordance with the relevant supplier's applicable terms. The Client agrees that it will at all times comply with the provisions of such standard terms.
- 3.6** In the event of a limited time scale for the provision of the Service, Critical Hit PR will advise the client of a project completion date and will offer the client the opportunity to further continue the project for a further fee, if deemed extra hours would be beneficial.
- 3.7** With the supply of Public Relations services, Critical Hit PR provides no guarantees as to the coverage to be gained for the Client, and can not be liable for any content created by the media, with reference to the Client.

Article 4: Client responsibilities

- 4.1** The Client acknowledges that Critical Hit PR's ability to provide the Services is dependent upon the full and prompt cooperation of the Client (which the Client agrees to provide) as well as the accuracy and completeness of any information and data the Client provides to Critical Hit PR. Accordingly, the Client shall in a timely manner provide Critical Hit PR with access to, and use of, all information, data and documentation reasonably required by Critical Hit PR for the performance by Critical Hit PR of its obligations under these Terms of Agreement.
- 4.2** The Client agrees to follow Critical Hit PR's reasonable instructions and procedures with respect to the Services. The Client agrees to provide Critical Hit PR with all relevant information and images, in an acceptable format, as requested by Critical Hit PR prior to project commencement.
- 4.3** Critical Hit PR is under duty to ensure that any materials produced under a contract are legal, decent, honest and truthful. However Critical Hit PR may not be an expert in respect of the subject matter of the contract and therefore the Client is responsible for the accuracy, completeness and for all descriptive, technical or proprietary aspects of the Services and shall indemnify Critical Hit PR for any liability arising for a breach of this agreement.
- 4.4** Critical Hit PR shall not be required to print any matter, which in their opinion is or may be of an illegal or libelous nature or an infringement of the proprietary or other rights or any third party. Critical Hit PR shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libelous matter or any infringement of copyright, patent, design of or any other

proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

Article 5: Prices and payment

5.1 Critical Hit PR reserves the right to vary the price of the Services by any amount attributable to:

5.1.1 An alteration to the Service by reason of a variation in or lack of Client's instructions;

5.1.2 Any variation of the rates of taxation or costs, third party changes or fluctuation in foreign exchange rates between the date of a contract and the date of delivery of the Service or completion of the payment.

5.2 Payments are required as per the agreed payment terms, for all PR & Marketing activity, irrespective of the publication date of media coverage.

5.3 If any payment is in arrears under any contract between Critical Hit PR and the Client or if the Client becomes insolvent, or Critical Hit PR has reason to believe that any payment is likely to be in arrears, or that the Client is likely to become insolvent Critical Hit PR shall have the right without giving notice to the Client to suspend further delivery of the Services and under any contract any such payment any part thereof shall remain in arrears for seven days after written demand sent by Critical Hit PR to the Client, Critical Hit PR shall have the right to cancel any contract without prejudice to any rights and remedies to recover any monies then due and owing by the client.

5.4 Time for payment is of the essence.

5.5 In the case of invoices for third party services, payment for the Services shall be made within 14 days of the date of invoice.

5.6 In the case of invoices for Production services, payment for the Services shall be made within 30 days of the date of invoice, unless otherwise specified on the signed order agreement.

5.7 If Critical Hit PR takes any legal, or other steps, for the recovery of any overdue payment, then the reasonable costs of all such steps shall be payable by the Client upon demand.

5.8 Critical Hit PR's guarantees contained in Clause 11 below shall not apply to any contracts unless the client has paid for the Services in full.

5.9 Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, Critical Hit PR reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

Article 6: Reservation of title

6.1 Until the price and all sums owed by the Client to Critical Hit PR arising from any goods or services supplied are paid in full by the Client to Critical Hit PR, the property in the Service including Critical Hit PR copyright (if any) shall remain in Critical Hit PR and the following conditions shall apply:

6.1.1 The Client (if Critical Hit PR so requires) shall hold the Services on Critical Hit PR's behalf and shall store it in such a way that it is clearly the property of Critical Hit PR;

6.1.2 The Client hereby grants to Critical Hit PR the right to enter upon the Clients land or buildings and agrees to procure a right of entry into anywhere else where the Services is stored, for purposes of repossessing the Services.

Article 7: Limitation of liability

7.1 Subject to clause 13.1 and 13.2 Critical Hit PR shall not in any circumstances be liable to the Client in respect of any:

7.1.1 loss of profits; or

7.1.2 loss of contracts; or

7.1.3 loss of revenue or goodwill; or

7.1.4 type of special, indirect or consequential loss, business interruption or loss of or damage to business information or data whether in contract, tort (including but not limited to negligence) or otherwise and whether or not suffered as a result of an action brought by a third party, even if such loss was reasonably foreseeable or the Client had been advised at any time of the possibility of the Client incurring the same.

7.2 For the avoidance of doubt, Critical Hit PR shall not be liable to the Client or be deemed to be in breach of these Terms of Agreement by reason of any delay in performing, or any failure to perform, any of its obligations under these Terms of Agreement, if the delay or failure was due to any cause beyond Critical Hit PR's control, due to any instructions given by the Client or in any delay caused by the Client.

7.3 Critical Hit PR shall not be responsible in contract or in tort (including, but not limited to, negligence) or otherwise for the unauthorized access to, or alteration, theft or destruction of emails, files, programs, or information of the Client by any person (other than Critical Hit PR) through accident or by fraudulent means or devices where Critical Hit PR has exercised that degree of skill, diligence, prudence and foresight which, as at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced supplier of information technology services seeking in good faith to comply with its contractual obligations in providing the Services to prevent such activities.

7.4 Critical Hit PR shall have no liability if Third Party Products breach, infringe or make unauthorized use of any third party rights, save to the extent that Critical Hit PR knew, or should reasonably have known, of such infringement or unauthorized use at the time it sub-licensed such Third Party Products to the Client.

7.5 Save as expressly set out herein all conditions, warranties, terms and undertakings express or implied statutory or otherwise (including, without limitation, as to fitness for purpose or satisfactory quality) in respect of the Services or any products provided pursuant to the Services are hereby excluded except to the extent to which it is unlawful to exclude such liability.

7.6 Nothing in these Terms of Agreement shall confer any right or remedy upon the Client to which it would not otherwise be entitled.

7.7 The limitations and exclusions of liability in these Terms of Agreement shall survive termination of these Terms of Agreement.

Article 8: Intellectual property rights

8.1 The ownership of, and sole right to, any intellectual property right in any materials produced by Critical Hit PR under any contract with the Client shall be vested absolutely in Critical Hit PR from the outset, and Critical Hit PR shall be at liberty to effect and secure protection thereof by registration in a Registry or otherwise as it sees fit.

8.2 If the parties agree, Critical Hit PR may assign all or any intellectual property rights in such materials to the Client upon such terms as may be agreed but in no event before such times as all monies due under this contract between Critical Hit PR and the Client are paid in full by the Client.

8.3 All rights in Third Party Products shall remain vested in the licensors thereof and the Client agrees to comply with the license terms relating to such software and/or services, where notified to the Client in writing.

8.4 Critical Hit PR may use any knowledge gained under this contract with the Client for other purposes, as long as confidential information of the Client is not disclosed to Third Parties.

Article 9: Termination

9.1 Where a contract is for the provision of the Services over a period of time, a contract may be terminated by either party giving to the other one month's written notice provided always that if the Client terminates the contract he shall:

9.1.1 pay immediately all outstanding sums due to Critical Hit PR;

9.1.2 be responsible for all costs and expenses incurred by Critical Hit PR in respect of any uncompleted Service and be liable for one month's fees, whether or not activity is required from Critical Hit PR for the Client during this period;

9.1.3 accept and pay invoices from Critical Hit PR calculated at the contract rate in respect of any Services completed or partly completed;

9.1.4 discharge any liability of Critical Hit PR to third parties incurred in relation to any Services originally envisaged pursuant to the Client's initial instructions.

9.1.5 provide any notice required or permitted under the terms of these Terms of Agreement or required by statute, law or regulation shall (unless otherwise provided) in writing marked for the attention of the Managing Director. Any notification to any other employee or officer of Critical Hit PR shall not be effective.

9.1.6 subject to the other provisions of this clause 5 these Terms of Agreement shall commence on the date of order.

Article 10: Indemnity

10.1 The Client shall indemnify Critical Hit PR in respect of all damage or injury occurring to any person, firm, company or property and against all actions, suits, claims, demands, charges or expenses in connection therewith for which Critical Hit PR may become liable in respect of any breach of contract or in respect of the Services sold under any contract. In particular, it is stressed that the Client is responsible for all copy, slogans, words or methods supplied or suggested by it to Critical Hit PR, and also such items approved by it after suggestion by Critical Hit PR and therefore such indemnity shall extend to claims for copywriter or patent infringement, libel or other defamation.

Article 11: Waiver of remedies

11.1 No forbearance, delay or indulgence by either party in enforcing the provisions of these Terms of Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

Article 12: Set-off

12.1 The Client shall not be entitled to set off or withhold any payments claimed or due to Critical Hit PR under these Terms of Agreement or any other agreement between the parties.

Article 13: Assignment

13.1 Neither these Terms of Agreement nor the benefit of the Services may be assigned or transferred by the Client whether voluntarily or involuntarily or by operation of law, in whole or in part, to any party without the prior written consent of Critical Hit PR. No such assignment by the Client howsoever occurring shall relieve the Client of its obligations hereunder.

13.2 Critical Hit PR may assign all of its rights and obligations under this Agreement to a third party without prior consent of the Client, and the Client shall execute such novation agreements as Critical Hit PR may reasonably request in order to effectively document the transfer such rights and obligations.

Article 14: Publicity

14.1 All media releases and public announcements by either party relating to these Terms of Agreement or its subject matter, including promotional or marketing material, shall be coordinated with the other party and approved jointly by the party prior to release.

14.2 Critical Hit PR shall not be held responsible for the use of such material as referred to in 14.1, by media, once information approved by the client has been submitted to the media.

14.3 When reactive PR is required, the Client agrees that Critical Hit PR can act on the Client's behalf, if required, in line with the provision of services under these Terms of Agreement, based on information previously supplied by the Client and Critical Hit PR's understanding of the Client's messages.

Article 15: Severability

15.1 In the event that any or any part of these Terms of Agreement contained herein shall be determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms and conditions of these Terms of Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

Article 16: Rights of third parties

16.1 A party who is not party to these Terms of Agreement has no right to enforce any term of these Terms of Agreement.

Article 17: Force Majeure

17.1 Critical Hit PR shall be under no liability if they shall be unable to carry out any provision of the contract for any reason beyond their control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract.

Article 18: Applicable law, authorized judge

18.1 Dutch law is exclusively applicable to each quotation and each Agreement and all disputes in connection with these.

18.2 Any disputes between the Parties shall, at the discretion of Critical Hit PR, be brought before either the Netherlands Arbitration Institute in Rotterdam or the District Court of Rotterdam.

Critical Hit PR registered in The Netherlands No. 57662932, VAT Registration No. NL182764175B01
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