

SERVICE AGREEMENT BESLIST.NL

The private company with limited liability Beslist.nl B.V. with its registered office in Arnhem and principal place of business in Arnhem (6825 MH), at Meander 825, referred to hereafter as: beslist.nl and

Entity:

Legal repr.:

Address:

PO box city:

referred to hereafter as: the Principal.

Article 1 Assignment

- 1.1 The Principal hereby instructs beslist.nl, which beslist.nl hereby accepts, to deliver digital marketing services, including leads and, if desired, sales for the Principal by listing the product assortment of the Principal on the website(s) of beslist.nl and its selected partner(s) platforms.
- 1.2 Posting the product assortment from the Principal online webshop(s) is carried out based upon a mutual agreed, target-ROAS (Return on Ad Spend).
- 1.3 The beslist.nl General Terms and Conditions also apply to this Agreement, of which we have added a copy to this Agreement.
- 1.4 Beslist.nl reserves the right to unilaterally supplement, amend or replace the beslist.nl General Terms and Conditions. These changes also apply to any Agreements already concluded between beslist.nl and the Principal. Beslist.nl will notify the Principal via electronic means at least fourteen (14) days prior to the entry into force of these changes.

Article 2 Target-ROAS and confidentiality

- 2.1 The Principal and beslist.nl agree mutual upon a target-ROAS for the Principal's digital marketing service, including leads and, if desired, sales. Based on this mutual target-ROAS, beslist.nl will aim to generate as much leads and sales for the Principal as possible. If sales takes place through the marketplace services the 'terms of use marketplace' services will also apply to this Agreement, of which we have added a copy to this Agreement.
- 2.2 If a Principal no longer wish to accept the marketplace services and/or the listing of its product assortment on the website(s) of (selected) partners of beslist.nl, the Principal may deactivate such services via the online client account from the moment the change takes effect. In this case, the product assortment, product category and/or product will no longer be posted.
- 2.3 The Principal will provide beslist.nl with conversion-data of their online marketing campaigns in order to make it possible for beslist.nl to be able to achieve the agreed target-ROAS. Beslist.nl acknowledges that such conversion-data is of confidential nature and will treat such conversion-data as strictly confidential and will only use it to provide services to the Principal. Beslist.nl will ensure that such conversion-data has the same level of protection against unauthorized access or use as its own confidential information and at least a reasonable level of protection. No later than at the first request of the Principal and within a reasonable time after this Agreement has been terminated, beslist.nl will destroy or delete all such conversion-data in its possession, in so far as technically possible and economically reasonable. The obligation to treat such conversion-data as confidential will not apply if: such conversion-data must be disclosed pursuant to applicable law or a legal order and/or it is required if beslist.nl acts on its behalf in criminal or civil proceedings in which such conversion-data is important.

SERIVE AGREEMENT BESLIST.NL

Article 3 Fee, invoicing and payments

- 3.1 The Principal pays beslist.nl a ROAS fee for the posting the complete or partial product assortment of the Principal on the website(s) of beslist.nl and/or of specified partner(s) platforms. The ROAS fee is based on the conversion data of the Principal marketing campaigns and the leads and, if desired, sales recorded by beslist.nl
- 3.2 Unless otherwise agreed in an Agreement, amounts due are paid by the Principal by direct debit. The Principal hereby authorises Beslist.nl to deduct the monthly invoice amount from the bank account of the Principal.

Article 4 Liability and indemnity

- 4.1 The total liability of beslist.nl for any and all damages, shall not exceed the amount of services invoiced by beslist.nl to the Principal within the 3 preceding months. The Principal agrees that he/she cannot hold beslist.nl liable for direct or indirect damage the Principal and/or third parties suffer or may suffer as a result of information on the website(s) of beslist.nl and/or its partner(s) about the Principal and/or the products or services of the Principal.
- 4.2 The Principal guarantees to comply with the applicable laws and regulations and not to violate the (intellectual property) rights of third parties. Beslist.nl also reserves the right to immediately remove the Principals products without prior notification.

Article 5 Duration and termination of the agreement

- 5.1 This Agreement enters into force when beslist.nl receives your (online) acceptance of the assignment.
- 5.2 The duration of this Agreement is for an indefinite period and can be terminated by the Principal in writing, without incurring any cost and without any right to compensation, per day (e-mail to sales@beslist.nl is sufficient).
- 5.3 Irrespective of the rights of beslist.nl to suspend the service with immediate effect, beslist.nl is able to terminate the service in writing with a notice period of 30 days. Beslist.nl is entitled to terminate this Agreement with immediate effect if the Principal is in material breach of this Agreement and/or is (expected to be) unable to pay its debts or becomes insolvent, or has been granted suspension, on of payments, or an order or an application is made or a resolution is passed for the bankruptcy, liquidation, administration, winding-up or dissolution of the Principal.
- 5.4 A notification of termination by the Principal will be taken into account by beslist.nl as soon as possible, but no later than five working days after receipt by beslist.nl of the termination in writing.

Article 6 Applicable law and jurisdiction

- 6.1 The beslist.nl General Terms and Conditions, the terms of use marketplace, the Agreement(s) and/or other legal relationships between beslist.nl and the Principal are governed exclusively by Dutch law.
- 6.2 All disputes arising from or related to the Agreement(s), the General Terms and Conditions and/or other legal relationships between beslist.nl and the Principal shall only be submitted to the competent court in the district of Gelderland, which sits in Arnhem.

Thus agreed and signed,

Beslist.nl B.V.

Y. Solinger

CEO



BESLIST.NL GENERAL TERMS AND CONDITIONS

Article 1 Definitions

- o *Beslist.nl General Terms and conditions* - General Terms and Conditions applied by Beslist.nl B.V.
- o *beslist.nl* - Beslist.nl B.V.
- o *Principal* - The Principal of beslist.nl
- o *Agreement* - The agreement between beslist.nl and the Principal that describes the services beslist.nl shall provide to the Principal, including the beslist.nl General Terms and Conditions and the Terms of Use Marketplace.
- o *Service(s)* - The service(s) as described in the Agreement.
- o *Foundation* - The third party appointed by beslist.nl which is either a foundation and/or a payment service provider, that is involved in the collection and administration of the sales price to be paid by the Principal.

Article 2 Applicability and communication

2.1 These beslist.nl General Terms and Conditions apply to all services of beslist.nl. Not only beslist.nl, but also all third parties that beslist.nl engages in the provision of its services to the Principal, can appeal to these beslist.nl General Terms and Conditions.

2.2 Communication by beslist.nl to the Principal takes place mainly via the online client account made available to the Principal.

Article 3 Invoicing and payment

3.1 All prices and rates are in euro and are exclusive of sales tax (VAT) and other levies that are or will be imposed by the government.

3.2 Invoices from beslist.nl are sent electronically, via the online client account and/or by e-mail/post.

3.3 Beslist.nl is entitled at all times to unilaterally alter the prices, Services and rates as well as the invoicing and payment method. Such changes will be communicated by beslist.nl via the online client account made available to the Principal.

3.4 Invoices are deemed to have been accepted and approved by the Principal if beslist.nl has not received a written objection from the Principal within seven (7) days of the invoice date. The Principals objections related to the invoice do not suspend the payment obligation and the Principal waives his/her right to any suspension and/or settlement.

Article 4 Ranking parameters

4.1 The Principal acknowledges it is aware that the ranking of principals on the platform of beslist.nl may differ from time to time. A (combination of) the following parameters determine the ranking of principals on the platform:

- a. the popularity of the products and/or services offered by the Principal;
- b. the conversion probability; and
- c. the target-ROAS/offer/compensation as instituted by the Principal.

Article 5 Intellectual property

5.1 The intellectual property rights, including but not limited to copyrights, trademark and trade name rights, as well as rights relating to know-how regarding the platform of beslist.nl and software used by beslist.nl, documentation, content or other information supplied, are exclusively owned by beslist.nl, or the licensors of beslist.nl.

5.2 Third parties, including owners of copyrights, trade names, brands and/or other rights, may notify beslist.nl of any products offered that (possibly) violate their (intellectual property) rights and submit a request for the removal of these items. If a report is made by or on behalf of a third party, beslist.nl reserves the right to immediately remove the Principals products without prior notification.

5.3 Any intellectual property rights, including, but not limited to, copyrights, trademark and trade name rights, as owned by the Principal at the date as of which these beslist.nl General Terms and Conditions are effective, will remain owned by Principal, unless agreed otherwise. The Principal will grant beslist.nl a license to use

such intellectual property rights to the extend necessary to perform the Services.

Article 6 Processing of personal data

6.1 The Principal authorises beslist.nl to process its (business) data, including possibly personal data, by, for example, including it in the online client account. The following categories of data will be processed by beslist.nl in this respect: IP addresses, names, titles, gender, company address, business phone number, login details (password and email address, order details, company bank account number, billing details, payment behaviour, chat history, Shop ID and product details. The (business) data will be processed by beslist.nl solely for the purpose of delivering the Service(s) agreed with the Principal and in accordance with the Privacy Policy of beslist.nl, which can be consulted on the beslist.nl website. The Principal shall have no direct access to such personal data insofar as these are recorded in the online client account. Beslist.nl shall take adequate technical measures to protect the personal data against loss or any form of unjustified processing including access, for example authorization levels, access and user controls and security measures.

6.2 Beslist.nl – where necessary – will provide the (business) data, including possibly personal data as meant in article 6.1, to service providers, for example accountants, consultants or IT/software suppliers. For further information in this respect, please refer to beslist.nl's privacy policy on the website of beslist.nl.

6.3 The Principal is independently responsible within the meaning of the General Data Protection Regulation (GDPR) for processing its customers' personal data. Beslist.nl is also independently responsible within the meaning of the GDPR for processing personal data that have been provided to beslist.nl by (potential) customers.

6.4 Beslist.nl is not responsible or liable for compliance with the Principals privacy policy, or if the Principal acts contrary to the GDPR.

6.5 Unless beslist.nl is or becomes obliged to do so on legal grounds, beslist.nl will not provide any Principal or customer personal data to third parties, except to third parties as described in article 6.2.

Article 7 Suspension and termination of services

7.1 Beslist.nl has the right to partly or wholly suspend and to partly or wholly terminate all its services to the Principal (including to deny the Principal access to its account), without being liable for any damages/compensation to the Principal, in the following cases:

- a. the Principal does not pay the amounts due on time or there are expected payment problems, the direct debit fails or the amounts written off are reversed by the Principal;
- b. the Principal violates the Intellectual Property rights of beslist.nl or the Intellectual Property rights of third parties, as set out in section 5; and/or
- c. the Principal is legally in default does not comply with the applicable laws and regulations and/or any term of this Agreement.

Article 8 Other provisions

8.1 If a provision in these beslist.nl General Terms and Conditions and/or the Agreement is or becomes null and void, the remaining provisions of the beslist.nl General Terms and Conditions and/or the Agreement remain in full force. In such a case, beslist.nl will consult with the Principal with the aim of replacing the void or voided provision(s), whereby the purpose and scope of the invalid provision(s) will be taken into account.

8.2 If beslist.nl does not always demand strict compliance with these beslist.nl General Terms and Conditions and/or the Agreement, this does not mean that the provisions thereof do not apply, or that beslist.nl loses the right to demand strict compliance with the beslist.nl General Terms and Conditions and/or the Agreement in other cases.

TERMS OF USE MARKETPLACE

Article 1 Assignment and Power of Attorney

1.1 The Principal hereby instructs beslist.nl, which beslist.nl hereby accepts, to deliver the Marketplace services.

1.2 The Principal hereby grants beslist.nl the assignment, which assignment beslist.nl hereby accepts, to provide the following services on a long-term basis, in the name and for the risk and account of the Principal in beslist.nl's capacity as commercial agent:

- a. on behalf of the Principal, (commissioning) the processing of order payments via beslist.nl's online platform, where beslist.nl – or a third party engaged by it – collects the sales price of the purchase and administers the payment, on the Principal behalf, and then pays out the sale proceeds to the Principal;
- b. any other tasks that are necessary and conducive to and related to the aforementioned services. With respect to the performance of this assignment, beslist.nl acts solely for the Principals account.

1.3 The Principal hereby grants beslist.nl or the Foundation a power of attorney for the duration of the Agreement, with due observance of the provisions of the Agreement, to perform all (legal) acts in the Principals name which are deemed necessary or required, in beslist.nl's opinion, to perform the assignment properly (as described in the first paragraph of this article) in beslist.nl's capacity as the Principals commercial agent.

1.4 Beslist.nl reserves the right to supplement, amend or replace the Terms of Use Marketplace unilaterally. Changes will also apply to agreements that were previously concluded. Beslist.nl will inform the Principal of such changes at least fourteen (14) days before such changes take effect, via electronic means.

Article 2 Marketplace service and the trust account

2.1 The collection and administration of the sales price that a customer must pay to the Principal take place using the services of a payment service provider ('PSP'), with the PSP paying the amounts to the Foundation.

2.2 The Principal will receive a message from beslist.nl, regarding the purchase, as soon as the customer's purchase amount has effectively been transferred into the Foundation's trust account. It is up to the Principal to then confirm the purchase immediately to the customer and to further process the purchase and everything related to it, in a timely manner.

2.3 The Principal will only have a claim against the Foundation from the moment that the customer's purchase has effectively been transferred into the Foundation's trust account. From that moment, and only after a request or on the instructions of beslist.nl, the Foundation may pay the collected amounts to the Principal.

Article 3 Fee for the Marketplace service

3.1 The Principal will owe beslist.nl a fee for its use of the Marketplace service. This fee is calculated on a mutual upon agreed target-ROAS.

3.2 On a regular basis, the Foundation will pay the amounts collected by it to the Principle, from the trust account.

3.3 For the duration of the Agreement, if no mutual upon target-ROAS is agreed, beslist.nl may unilaterally change the fees and costs relating to the Marketplace service, at any time. When applicable, beslist.nl will inform the Principal of such changes in a timely manner, via publications in the Principals online client account.

Article 4 Liability and indemnification

4.1 The Principle acknowledges that beslist.nl, the Foundation and/or the PSP are explicitly not party to the legal relationship between the Principle and the customer in any way, and will communicate this to the customer if necessary. The Principle is and remains responsible for the processing of the purchase, any crediting of the price paid by the customer and for the recovery of the supplied product(s) if the customer has exercised his/her right to dissolve/revoke the purchase agreement based on the applicable laws and regulations.

4.2 Principle hereby declares that all goods offered through the platform of beslist.nl, are delivered from European stock locations and have been imported into the European Union at the time of delivery.

4.3 The Principle guarantees compliance with the applicable laws and regulations and guarantees that third-party (intellectual) property rights will not be infringed. In addition, beslist.nl reserves the right to remove the Principles products, immediately, without prior notification.

4.4 Beslist.nl merely provides the Marketplace service, in its capacity as commercial agent under the Agreement, and is not liable for the products, services, processing of the purchase transaction, shortcomings and/or actions of the Principle or of customers, and/or is also not liable in the event that beslist.nl's website and/or payment services are offline. The Principle will compensate beslist.nl, including its employees, partners, and agents engaged by beslist.nl, as well as the Foundation, and fully indemnify it/ them against any all costs (including legal costs) and claims for damages submitted to beslist.nl and/ or to the Foundation by a customer or by third parties following any act or omission on the Principals part, including non-performance on the Principals part of the obligations ensuing from the Agreement and/or an alleged third party intellectual property right infringement.

4.5 Beslist.nl's liability for indirect loss or damage, consequential loss or damage, lost profits, missed savings, reduced goodwill, loss or damage caused by business interruptions and/or loss or damage ensuing from claims by the Principle buyers/consumers, is excluded.