

GENERAL TERMS AND CONDITIONS

BENK Activation — a trading name of Buro Benk B.V.

Version 2026.1 (English) — in force from Sept 2026

BENK Activation is a trading name of Buro Benk B.V., a private limited company incorporated under the laws of the Netherlands, having its registered office in Utrecht and registered with the Dutch Chamber of Commerce under number 30188859, with its postal address at P.O. Box 13061, 3507 LB Utrecht, the Netherlands. BENK Activation is not a separate legal entity: the contracting party under every agreement is Buro Benk B.V.

These terms and conditions consist of three parts. Part I contains the general provisions and the provisions that apply where BENK Activation supplies services or goods. Part II contains additional provisions that apply where BENK Activation itself purchases goods or services. Part III contains additional provisions for international and multi-market assignments.

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PART I — GENERAL AND SERVICES PROVIDED BY BENK ACTIVATION

Article 1 Definitions

1. In these general terms and conditions the following definitions apply:
 - BENK Activation: Buro Benk B.V., a private limited company incorporated under the laws of the Netherlands, registered with the Dutch Chamber of Commerce under number 30188859, trading under the names BENK and BENK Activation, and the user of these terms and conditions. BENK Activation is a trading name and not a separate legal entity; the contracting party is at all times Buro Benk B.V.
 - Client: the party with whom BENK Activation negotiates or concludes an Agreement, irrespective of whether that party acts as client, buyer, seller or in any other capacity.
 - Parties: BENK Activation and Client jointly.
 - Agreement: any arrangement between the Parties concerning the supply of services or goods, including every amendment and addition to it.
 - Assignment: the work to be performed by BENK Activation, including strategy, concept, creative development, campaign development, production, activation, digital services, project management and consultancy.
 - Works: all results created or made available by or on behalf of BENK Activation, including concepts, copy, designs, imagery, audiovisual material, software, data models, prompts, templates, reports and documentation.
 - Materials: all data, files, trade marks, brand assets, content and goods made available to BENK Activation by Client.
 - In Writing: by letter, by e-mail or by any other electronic means of communication the content of which can be stored and reproduced.
 - Market: a country or territory in which a campaign or other Assignment is executed or published.
2. Where these terms refer to goods or products, services are also covered, unless the nature of the provision dictates otherwise.
3. Headings are for convenience only and do not affect the interpretation of these terms.

Article 2 Applicability

1. These terms and conditions apply to all quotations, offers, Assignments and Agreements of BENK Activation, to all negotiations preceding them, and to all legal relationships arising from or connected with them.
2. These terms also apply to Agreements for the performance of which BENK Activation engages third parties.
3. BENK Activation makes these terms available electronically before or at the conclusion of the Agreement, in such a way that Client can store them and consult them at a later date. Where this is not reasonably possible, BENK Activation states where the terms can be consulted and sends them free of charge on first request.
4. Deviations from these terms are valid only if and to the extent they have been expressly agreed In Writing. A deviation applies only to the Agreement for which it was made.
5. The applicability of any purchasing or other terms and conditions of Client is expressly rejected, including where those terms contain a provision of similar effect. Signature or acceptance by BENK Activation of a document referring to Client's own terms does not constitute acceptance of those terms.
6. If BENK Activation does not at all times require strict compliance with these terms, it does not thereby lose the right to require strict compliance on other occasions.

7. If any provision of these terms is void or is annulled, the remaining provisions remain in full force. In that case the Parties will consult in order to agree a replacement provision that approximates the purpose and intent of the original provision as closely as possible.
8. In the event of a conflict between the Agreement, a quotation and these terms, the following order of precedence applies: (a) the Agreement, (b) the quotation, (c) these general terms and conditions.

Article 3 Quotations and offers

1. All quotations and offers of BENK Activation are without obligation, unless they state a period for acceptance. A quotation is valid for 30 days from its date, unless stated otherwise.
2. Prices in quotations and offers are in euros and exclusive of VAT and other government levies, and exclusive of costs to be incurred under the Agreement such as travel, shipping, production and administrative costs, unless expressly stated otherwise.
3. A composite price quotation does not oblige BENK Activation to perform part of the Assignment for a corresponding part of the quoted price.
4. Quotations and offers do not automatically apply to follow-up assignments.
5. Obvious errors or clerical mistakes in a quotation or offer are not binding on BENK Activation.
6. Where, at Client's request, substantial work has been carried out by BENK Activation or by third parties engaged by it for the purpose of issuing a quotation — including concept or pitch work — BENK Activation is entitled to charge the hours and costs involved, provided it has informed Client of this in advance.
7. For ideas, concepts, advice, designs and other work developed by BENK Activation on assignment, the agreed fee is due, or in the absence of an agreement the fee customarily applied by BENK Activation, irrespective of whether Client makes use of the result.

Article 4 Formation of the Agreement

1. The Agreement is formed by Client's acceptance In Writing of the quotation of BENK Activation, or by BENK Activation commencing performance with Client's consent.
2. If the acceptance deviates from the offer, including on minor points, BENK Activation is not bound by it and the Agreement is not formed in accordance with that deviating acceptance, unless BENK Activation indicates otherwise.
3. Contact reports and meeting notes provided by BENK Activation to Client are deemed to reflect the arrangements made correctly, unless Client objects In Writing within five working days of receipt.
4. The Parties accept electronic communication, including e-mail and electronic invoicing, as legally valid and as sufficient evidence, unless mandatory law provides otherwise.
5. A purchase order number or supplier registration requirement of Client does not affect the validity of the Agreement and may not be invoked to delay payment, unless BENK Activation has been informed of the requirement before the Agreement was concluded.

Article 5 Performance of the Agreement

1. BENK Activation performs the Agreement to the best of its knowledge and ability and in accordance with the standards of good workmanship, based on the state of the art and of the profession known at that time. All obligations of BENK Activation are obligations to use best efforts, unless and to the extent a result has expressly been promised In Writing.
2. BENK Activation expressly gives no guarantee as to commercial results. Statements about reach, response, conversion, sales, distribution or other campaign performance are indicative and never a guarantee, unless agreed otherwise In Writing.
3. BENK Activation is entitled to have certain work performed by third parties. Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code are excluded.
4. Client ensures that all Materials and information which BENK Activation indicates are necessary, or which Client should reasonably understand to be necessary, are provided to BENK Activation in good time, completely and correctly. Client appoints one contact person who is authorised to take decisions and give approvals on its behalf.

5. If the required information is not provided in good time, or if Client fails to comply with its obligations to cooperate, BENK Activation is entitled to suspend performance and to charge the resulting additional costs at its customary rates. Capacity already reserved may be charged in that event.
6. BENK Activation is not liable for damage arising because it relied on incorrect or incomplete information provided by Client, unless that inaccuracy or incompleteness ought to have been apparent to BENK Activation.
7. Where it has been agreed that the Assignment will be performed in phases, BENK Activation may suspend performance of a subsequent phase until Client has approved the results of the preceding phase In Writing. Approval is deemed to have been given if Client does not respond In Writing, with reasons, within the agreed period or, failing that, within ten working days.
8. Client indemnifies BENK Activation against claims by third parties who suffer damage in connection with the performance of the Agreement which is attributable to Client.

Article 6 Engagement of third parties and independent contractors

1. BENK Activation works with a flexible network of independent contractors and specialist partners. BENK Activation determines independently who performs the work and in what manner, and reserves the right to change the composition of the team, provided the continuity and quality of the Assignment are safeguarded.
2. The independent contractors and third parties engaged by BENK Activation perform their work under the responsibility and direction of BENK Activation. No employment relationship, agency worker relationship or other relationship of authority arises between Client and those persons.
3. Client refrains from giving direct instructions to, holding performance reviews with, setting working hours for, or otherwise exercising employer authority over persons engaged by BENK Activation. Directions inherent in the result of the Assignment are not covered by this provision.
4. If Client acts contrary to the preceding paragraph and this results in additional tax assessments, fines, social security contributions or claims under employment, social security or tax legislation in any jurisdiction, these are entirely for Client's account and Client indemnifies BENK Activation against them.
5. BENK Activation ensures proper contractual arrangements with the independent contractors it engages and uses its best efforts to avoid any relationship being characterised as employment. On first request BENK Activation provides Client with the information it reasonably requires in order to assess its own position.
6. BENK Activation is not liable for shortcomings of third parties engaged at the express request or direction of Client. In that case BENK Activation acts only as coordinator and the agreement with that third party is formed between Client and that third party, unless agreed otherwise In Writing.
7. BENK Activation may accept, on Client's behalf as well, any limitation of liability stipulated by a third party towards BENK Activation.

Article 7 Amendment of the Agreement and additional work

1. If during performance it appears that proper performance requires the work to be amended or supplemented, the Parties will adjust the Agreement accordingly, in good time and by mutual consultation.
2. Additional work includes in any event: changes to the briefing, scope, planning or deliverables; more than two rounds of amendments per deliverable; work arising from Materials that are incorrect or delivered late; rectification of items already approved by Client; and the adaptation of existing campaign assets for an additional Market.
3. Additional work is carried out following an instruction In Writing or, in urgent cases, following express confirmation by e-mail, and is charged at the agreed rates or, failing those, at the rates customarily applied by BENK Activation.
4. An amendment or addition may affect the time of completion. BENK Activation will inform Client of this as soon as possible. Any resulting delay does not constitute a failure to perform on the part of BENK Activation.
5. Where a fixed fee has been agreed, BENK Activation will indicate in advance the extent to which the amendment or addition will result in that fee being exceeded.
6. BENK Activation will not charge additional costs where the amendment or addition is the result of circumstances attributable to BENK Activation.

7. Failure to perform an amended Agreement, or to do so immediately, likewise does not constitute a failure to perform on the part of BENK Activation and does not give Client grounds to terminate the Agreement.

Article 8 Term and performance periods

1. The Agreement is entered into for the duration of the Assignment, unless the nature of the Agreement dictates otherwise or the Parties expressly agree otherwise In Writing.
2. An Agreement for a fixed term of a continuing nature, such as a retainer or ongoing services, is tacitly renewed on expiry for successive periods of the same length up to a maximum of twelve months, unless either Party terminates it In Writing no later than one month before the end of the current period.
3. Agreed periods are target dates and never strict deadlines, unless expressly designated In Writing as strict deadlines. In the event of an overrun, Client must give BENK Activation notice of default In Writing and allow it a reasonable period for performance.
4. Periods do not commence until Client has provided all necessary Materials and approvals and has paid any agreed advance.

Article 9 Fees and rates

1. The Parties may agree a fixed fee, an hourly rate, a project price or another fee structure. Where no fixed fee has been agreed, the fee is determined on the basis of hours actually spent at the rates applied by BENK Activation at that time.
2. All fees and cost estimates are exclusive of VAT and other applicable taxes, and exclusive of media spend, production costs, shipping and transport costs, licence and buy-out fees and third-party costs, unless expressly stated otherwise.
3. For Assignments with a term of more than one month, BENK Activation is entitled to invoice periodically, at least monthly, in proportion to progress.
4. BENK Activation is entitled to adjust the agreed rates annually with effect from 1 January on the basis of the consumer price index published by Statistics Netherlands (CBS) for the preceding year. Such indexation does not entitle Client to terminate the Agreement.
5. In addition to the indexation referred to in the preceding paragraph, BENK Activation is entitled to increase the fee or rate where demonstrable cost increases occur after the conclusion of the Agreement, including increases in labour costs, price increases by third parties engaged, changes in levies or currency fluctuations. BENK Activation will notify any proposed increase In Writing, stating its extent and effective date.
6. If during performance it appears that the work originally agreed was insufficiently specified, to an extent not attributable to BENK Activation, such that BENK Activation cannot reasonably be required to perform the work for the original fee, the Parties will consult on adjusting the fee.
7. If Client does not wish to accept an increase as referred to in paragraph 5 or 6, it is entitled to terminate the Agreement In Writing within seven working days of the notification, with effect from the date stated in the notification. In that case Client remains obliged to pay for work performed up to that date and for commitments already entered into with third parties.
8. The agreed fee never includes the transfer of copyright or other intellectual property rights, unless expressly agreed otherwise. Use of Works created by BENK Activation for purposes, media, territories or periods other than those agreed is not permitted without prior consent In Writing and payment of an additional fee.

Article 10 Payment

1. Payment is made within 30 days of the invoice date, by a method indicated by BENK Activation, without any deduction, discount, suspension or set-off.
2. BENK Activation is entitled to require an advance payment or interim payment and to suspend performance until it has been received. For campaigns involving substantial media spend or production costs, BENK Activation is entitled to invoice those costs in advance.
3. Objections to the amount of an invoice do not suspend the obligation to pay. The undisputed part must always be paid within the payment period.

4. Client is not entitled to set off any amount against a counterclaim it alleges, or to suspend payment.
5. If the payment period is exceeded, Client is in default by operation of law, without any notice of default being required. From the due date Client owes contractual interest of 1.5% per month on the outstanding amount, a part of a month counting as a full month. Where the statutory commercial interest under section 6:119a of the Dutch Civil Code, which implements Directive 2011/7/EU on combating late payment in commercial transactions, is higher, that rate applies.
6. In the event of liquidation, bankruptcy, suspension of payments, attachment, application of a debt restructuring scheme or placement under administration of Client, the claims of BENK Activation become immediately due and payable.
7. Payments made by Client are applied first to the costs due, then to the interest accrued, and finally to the oldest outstanding principal and current interest. BENK Activation may refuse an offer of payment if Client designates a different order of application, and may refuse full repayment of the principal if the accrued and current interest and the costs are not paid at the same time.
8. Invoices are issued and payable in euros unless expressly agreed otherwise. Where another currency has been agreed, the exchange rate applicable is that of the European Central Bank on the invoice date, and any exchange rate loss between invoicing and receipt is for Client's account.
9. All bank charges, transfer fees and correspondent bank costs relating to payment are for Client's account. BENK Activation must receive the full invoice amount.

Article 11 Extrajudicial costs

1. If Client is in default in the performance of its obligations, all reasonable costs of obtaining satisfaction out of court are for its account.
2. Extrajudicial collection costs amount to 15% of the outstanding principal plus interest, subject to a minimum of € 250 excluding VAT. This is without prejudice to the right of BENK Activation to claim higher costs actually incurred and reasonably necessary, including the costs of collection in a jurisdiction other than the Netherlands.
3. Any reasonable legal costs and enforcement costs incurred are likewise for Client's account.

Article 12 Retention of title

1. All goods delivered by BENK Activation, including copies, designs, sketches, drawings, films, software and (electronic) files, remain the property of BENK Activation until Client has fully performed all its obligations under the Agreements concluded with BENK Activation.
2. Client is not entitled to pledge or otherwise encumber goods subject to retention of title.
3. If third parties levy attachment on goods delivered subject to retention of title, or wish to establish or assert rights over them, Client will notify BENK Activation without delay.
4. Client undertakes to insure and keep insured the goods delivered subject to retention of title against fire, explosion and water damage as well as against theft, and to make the policy available for inspection on first request.
5. Goods subject to retention of title may be resold only in the ordinary course of business and may never be used as a means of payment.
6. If BENK Activation wishes to exercise its rights of ownership, Client hereby grants unconditional and irrevocable permission to BENK Activation and to third parties designated by it to enter the places where the property of BENK Activation is located and to repossess those goods.
7. Where the law of the country in which the goods are located does not recognise retention of title in the form set out above, or attaches further conditions to it, Client will on first request cooperate in establishing an equivalent security right under that law.

Article 13 Inspection and complaints

1. Client is required to inspect what has been delivered at the time of delivery, or as soon as possible thereafter, and to verify whether it conforms to the Agreement.

2. Visible defects or shortages must be reported to BENK Activation In Writing within seven days of delivery. Defects that are not visible must be reported In Writing within fourteen days of discovery and in any event within three months of delivery.
3. The report must contain a description of the defect that is as detailed as possible, so as to enable BENK Activation to respond adequately.
4. Complaints about invoices must be submitted In Writing within fourteen days of the invoice date.
5. The periods referred to in this article are limitation periods. If Client does not complain in good time, it forfeits its rights in that respect, in accordance with section 6:89 of the Dutch Civil Code.
6. If a complaint is well founded, BENK Activation will remedy the matter within a reasonable period or deliver as agreed, unless this has in the meantime become demonstrably pointless for Client. Where remedy or replacement is no longer possible or meaningful, BENK Activation is liable only within the limits of article 18.
7. Complaining does not suspend Client's payment obligation.
8. Returns must be sent carriage paid and are accepted by BENK Activation only after prior consent In Writing.

Article 14 Conformity and permitted variations

1. Client is aware that printing, print-on-demand and production processes may give rise to minor variations in colour, quality, material and thickness compared with proofs, on-screen representations or earlier deliveries. Such minor variations do not constitute a failure to perform and do not give rise to a right of termination, refusal of delivery, suspension of payment or damages.
2. In the production of physical goods, BENK Activation is entitled to deliver up to 10% more or less than the agreed quantity. The excess or shortfall is settled pro rata, unless agreed otherwise In Writing.
3. Colour rendering on screens may differ from the final production. Client may require a physical proof; the costs and the additional lead time involved are for its account.
4. Approval by Client of a proof, press proof, storyboard or other version constitutes acceptance of the content, design and spelling contained in it. The costs of changes made after approval are for Client's account.

Article 15 Termination on notice

1. Either Party may terminate the Agreement at any time In Writing, observing a reasonable notice period of at least one month, unless agreed otherwise In Writing.
2. If Client terminates the Agreement prematurely, it is obliged to pay for the work performed up to that time, for the costs already incurred and for all commitments which BENK Activation has entered into with third parties for the purposes of the Assignment and which it cannot cancel.
3. If Client terminates prematurely in the absence of facts or circumstances attributable to BENK Activation, BENK Activation is additionally entitled to compensation for loss of capacity utilisation. This amounts, in the case of termination within 30 days before the planned start or during performance, to 30% of the remaining part of the agreed fee, unless the Parties agree otherwise or the actual loss is demonstrably higher.
4. Interim results of the work performed up to that time are made available subject to reservation and may be used only after payment in full.
5. If BENK Activation terminates the Agreement prematurely, it will, in consultation with Client, arrange for the transfer of work still to be performed to third parties, unless facts and circumstances attributable to Client underlie the termination. If the transfer entails additional costs, those costs are for Client's account, unless the termination is attributable to BENK Activation.

Article 16 Suspension and rescission

1. BENK Activation is entitled to suspend performance of its obligations or to rescind the Agreement in whole or in part if:
 - Client fails to perform its obligations under the Agreement, under related agreements or under agreements concluded subsequently, or fails to do so in good time or in full;

- circumstances that come to the knowledge of BENK Activation after the conclusion of the Agreement give good grounds to fear that Client will not perform its obligations;
 - on conclusion of the Agreement Client was asked to provide security for the performance of its obligations and that security is not provided or is insufficient;
 - circumstances arise of such a nature that performance is impossible, or that BENK Activation cannot reasonably be required to maintain the Agreement unchanged.
2. Where there are good grounds to fear that Client will perform only in part or improperly, suspension is permitted only to the extent that the failure justifies it.
 3. BENK Activation is at all times entitled to require security for the performance of Client's obligations.
 4. If the Agreement is rescinded, the claims of BENK Activation against Client become immediately due and payable. If BENK Activation suspends performance, it retains its rights under the law and the Agreement.
 5. BENK Activation at all times retains the right to claim damages.
 6. Rescission on the grounds of a failure by BENK Activation has no retroactive effect in respect of performance already properly rendered; the corresponding payment obligation remains in force.

Article 17 Return of items made available

1. Where BENK Activation has made items available to Client, Client is required to return them within fourteen days of the expiry or termination of the Agreement in their original condition, free of defects and complete.
2. If Client fails to comply with this obligation, all resulting costs are for its account.
3. If Client remains in default after a reminder, BENK Activation is entitled to recover the resulting loss and costs, including the costs of replacement, from Client.

Article 18 Liability

1. Where BENK Activation is liable, that liability is limited to what is set out in this article.
2. The liability of BENK Activation for direct loss is limited to the amount paid out in the relevant case under the liability insurance taken out by BENK Activation, increased by the deductible.
3. If no payment is made under the insurance, for whatever reason, the liability of BENK Activation for direct loss is limited to the amount invoiced for the Assignment concerned, excluding VAT and excluding media spend and third-party costs. For Assignments with a term of more than six months, liability is limited to the amount invoiced over the last six months preceding the event causing the loss.
4. Direct loss means exclusively:
 - the reasonable costs of establishing the cause and extent of the loss, in so far as that determination relates to loss within the meaning of these terms;
 - the reasonable costs incurred to make the defective performance of BENK Activation conform to the Agreement, unless those costs cannot be attributed to BENK Activation;
 - the reasonable costs incurred to prevent or limit loss, in so far as Client demonstrates that those costs have led to a limitation of direct loss within the meaning of these terms.
5. BENK Activation is never liable for indirect loss, including consequential loss, loss of profit, lost savings, reputational damage, lost turnover or distribution, diminished goodwill, loss due to business interruption, loss of data, and loss arising from the failure to achieve commercial objectives.
6. BENK Activation is not liable for loss resulting from outages, downtime, policy changes, rejections or account blocks at platforms, media or other third parties, nor for the consequences of changes in legislation, self-regulation or advertising codes occurring after an item has been approved by Client.
7. Any claim against BENK Activation lapses if it is not reported to BENK Activation In Writing, with reasons, within twelve months of the moment at which Client became aware, or could reasonably have been aware, of the loss, and in any event if legal proceedings are not instituted within twelve months of that report.
8. Where BENK Activation is liable to Client for damage caused to third parties, Client indemnifies BENK Activation for the excess above the limitations set out in this article.

9. Client bears full responsibility for the factual content of the copy, communications and designs supplied by BENK Activation and must verify them for accuracy and for compliance with statutory provisions, regulations, self-regulation and third-party rights in every Market in which they are used, including where such use takes place through the intermediation of BENK Activation. Client indemnifies BENK Activation in this respect against claims by third parties.
10. The limitations set out in this article do not apply if and to the extent the loss is the result of intent or deliberate recklessness on the part of BENK Activation or of its executive management.

Article 19 Indemnities

1. Client indemnifies BENK Activation against claims by third parties relating to intellectual property rights in Materials, trade marks, content and data provided by Client and used in the performance of the Agreement.
2. Where Client provides information carriers, electronic files or software to BENK Activation, it warrants that no third-party rights are thereby infringed and that they are free of viruses, malware and other defects.
3. Client indemnifies BENK Activation against claims by third parties and against administrative fines, sanctions and measures relating to the content of a campaign, to claims about Client's products or services, to the data supplied by Client, or to instructions from Client which BENK Activation has indicated, with reasons, that it considers undesirable or risky.

Article 20 Delivery and passing of risk

1. Delivery takes place by tendering the goods at Client's address or at another address agreed by the Parties. The risk of loss or damage passes to Client at the moment the goods are delivered to it or to a third party designated by it, whether in law or in fact.
2. Where it has been agreed that Client will collect the goods itself or have them collected, the goods are at Client's risk from the moment of notification that they are available for collection.
3. For cross-border deliveries, any Incoterm agreed by the Parties prevails over paragraphs 1 and 2. In the absence of an agreed Incoterm, delivery takes place DAP (Incoterms 2020) at the address indicated by Client, with import duties, customs formalities and local taxes for Client's account.
4. Every delivery period stated by BENK Activation is a target date and never a strict deadline, unless expressly agreed otherwise. In the event of late delivery, Client must give BENK Activation notice of default In Writing and allow it a reasonable period for performance.
5. If BENK Activation also fails to observe that reasonable period, Client is entitled to rescind the Agreement to the extent it has not yet been performed. In that case BENK Activation will charge the hours already spent and costs already incurred in proportion to the scope of the Assignment.
6. BENK Activation is entitled to deliver in instalments and to invoice such partial deliveries separately.
7. In the event of a delay in delivery, for whatever reason, Client is entitled to suspend its obligations or to rescind the Agreement only after giving BENK Activation notice of default In Writing.

Article 21 Force majeure

1. The Parties are not obliged to perform any obligation if they are prevented from doing so by a circumstance that is not due to fault and for which they are not accountable under the law, a juridical act or generally accepted principles.
2. In these terms, force majeure means, in addition to its meaning under the law and case law, all external causes over which BENK Activation has no influence, including in any event:
 - war, terrorism, civil unrest and government measures, including sanctions and export restrictions;
 - epidemics, pandemics and the associated measures;
 - cyber attacks, ransomware, data breaches at third parties, failures in telecommunications, internet, hosting or cloud services;
 - outages, policy changes or blocks at media, advertising or social media platforms;
 - disruptions in the supply chain, scarcity of raw materials or production capacity, transport restrictions, border closures, customs delays and extreme weather conditions;
 - energy failures and substantial increases in energy prices;

- strikes and illness within the business of BENK Activation or at third parties engaged by it;
 - shortcomings of suppliers of BENK Activation which BENK Activation cannot recover from them.
3. BENK Activation may also invoke force majeure if the circumstance preventing performance arises after the moment at which it should have performed its obligation.
 4. The Parties may suspend their obligations under the Agreement for the period during which the force majeure continues. If that period lasts longer than two months, either Party is entitled to rescind the Agreement, without any obligation to compensate the other Party.
 5. Where at the time force majeure arises BENK Activation has performed its obligations in part, or is able to do so, and the part performed or to be performed has independent value, BENK Activation is entitled to invoice that part separately. Client is obliged to pay that invoice as if it related to a separate Agreement.

Article 22 Confidentiality

1. The Parties are obliged to keep confidential all confidential information they obtain from each other or from another source in the context of the Agreement. Information is confidential if the other Party has stated that it is, or if this follows from the nature of the information.
2. This obligation does not apply to information that was already public, that becomes public without any act of the receiving Party, or that the receiving Party lawfully obtained from a third party without any duty of confidentiality.
3. The Parties impose the same obligation on employees and third parties engaged by them.
4. If a Party is required by a statutory provision or a court decision to disclose confidential information and cannot invoke a right of non-disclosure, it is not liable in damages and the other Party is not entitled to rescind the Agreement.
5. The confidentiality obligation remains in force for three years after the end of the Agreement. No time limit applies to trade secrets within the meaning of Directive (EU) 2016/943 and the Dutch Trade Secrets Protection Act.
6. On first request after the end of the Agreement, the receiving Party will return or destroy the confidential information, save for one archive copy for the purpose of demonstrating compliance and save for statutory retention obligations.

Article 23 Personal data and processing

1. The Parties process personal data in accordance with Regulation (EU) 2016/679 (the General Data Protection Regulation, “GDPR”), the Dutch GDPR Implementation Act and any other data protection law applicable in the Markets concerned.
2. Where BENK Activation processes personal data for Client in the context of the Assignment, and Client determines the purposes and means, Client acts as controller and BENK Activation as processor. In that case the Parties will conclude a data processing agreement before the processing begins. In the absence of such an agreement, the provisions of this article apply as a data processing agreement within the meaning of article 28(3) GDPR.
3. BENK Activation processes the personal data solely on the documented instructions of Client, save where required otherwise by law, and not for its own purposes.
4. BENK Activation implements appropriate technical and organisational measures as referred to in article 32 GDPR, imposes a duty of confidentiality on its personnel and on third parties engaged by it, and provides Client with reasonable assistance in relation to requests from data subjects, personal data breaches and data protection impact assessments.
5. BENK Activation is entitled to engage sub-processors. It will inform Client of intended changes to the sub-processors used and will impose on them the same obligations as set out in this article.
6. Transfers of personal data to countries outside the European Economic Area take place only under an appropriate transfer mechanism as referred to in Chapter V GDPR.
7. After the end of the Assignment BENK Activation will delete the personal data or return them, at Client's option, save for statutory retention obligations.
8. Client warrants that it is entitled to provide the personal data to BENK Activation, that it has a valid legal basis for doing so, and that it has complied with its information obligations towards data subjects. Client indemnifies BENK Activation against claims by data subjects and supervisory authorities connected with this.

9. BENK Activation processes the data of Client's contact persons as a controller for the purposes of its own relationship management, administration and marketing. The privacy statement of BENK Activation applies to that processing.
10. Costs incurred by BENK Activation in providing assistance as referred to in paragraph 4, in relation to audits and in carrying out additional instructions may be charged at its customary rates, unless the costs result from a failure on the part of BENK Activation.

Article 24 Intellectual property

1. All intellectual property rights and other rights in the Works created or made available by or on behalf of BENK Activation vest exclusively in BENK Activation or in the third parties engaged by it, unless expressly agreed otherwise In Writing.
2. Works include in any event: ideas, reports, advice, concepts, designs, sketches, drawings, software, calculations, models, illustrations, visuals, (concept) copy, descriptions, artwork, photographic, film and video material, audio material, typesetting, working drawings, prints, layout and DTP material, scanned imagery, logos and figurative marks, printed matter, premiums, databases, data models, prompts, computer programs and new media outputs.
3. The Works are intended solely for use by Client within the agreed purpose, medium, territory and period. They may not be reproduced, published, modified, disclosed to third parties or used for other purposes without prior consent In Writing from BENK Activation, unless the nature of what has been supplied dictates otherwise.
4. Where it has been agreed that rights will be transferred or that a broader licence will be granted, that transfer or grant takes place only after Client has paid in full all fees agreed for it and has fully performed all its other obligations towards BENK Activation. Until that moment a revocable licence applies, limited to the agreed use.
5. The licence terms and buy-out arrangements of third parties apply to the use of models, actors, voices, music, stock material and other third-party material. Extension, expansion to other media or territories, or re-use after expiry of the licence period is permitted only with prior consent and against payment of an additional fee. Client is responsible for monitoring licence periods once the material has been delivered to it.
6. BENK Activation retains the right to use for other purposes the knowledge, methods, techniques and generic working practices acquired in performing the Assignment, provided that no confidential information of Client is thereby disclosed to third parties.
7. BENK Activation is entitled to state or remove its name on or with the Work. Client may not attribute the Work to a third party without the consent of BENK Activation.

Article 25 Use of artificial intelligence

1. BENK Activation may use artificial intelligence systems in performing the Assignment, including for research, idea generation, copy and image production, analysis and process support. BENK Activation remains responsible for the results delivered and always assesses them for accuracy and fitness for purpose before delivery.
2. If Client wishes artificial intelligence not to be used for an Assignment, or its use to be subject to conditions, it must state this In Writing before the Assignment begins. In the absence of such notification, its use is deemed to be permitted.
3. BENK Activation does not enter confidential information or personal data of Client into third-party systems without having put in place appropriate contractual and technical safeguards, including the exclusion of any re-use of that data for training models.
4. Under applicable law, results created wholly or partly with the aid of artificial intelligence may attract limited intellectual property rights or none at all. BENK Activation does not warrant that any exclusive right subsists in such results or that they are unique.
5. Client is responsible for ensuring that the final use of communications complies with the applicable transparency and disclosure obligations, including those under Regulation (EU) 2024/1689 (the AI Act) and under comparable legislation in the Markets concerned, in so far as they apply to Client. BENK Activation will on request provide the information available to it in order to support Client in doing so.

Article 26 Consumer promotions, prize draws and prize-related taxes

1. Where BENK Activation organises a promotional game, prize draw, contest, sweepstake or comparable activity on behalf of Client, Client is regarded as the promoter and organiser, unless the Parties expressly agree otherwise In Writing.
2. Client is responsible for compliance with the gaming, lottery, consumer protection, advertising and self-regulatory rules applicable in each Market in which the activity runs. BENK Activation advises on these matters and prepares participation terms in consultation, but bears no ultimate responsibility for compliance.
3. Client acknowledges that the rules governing promotional games differ substantially from one Market to another, and that some Markets require prior notification, registration, a licence, a local representative, a deposit or a bond, the involvement of a notary or bailiff, or restrict the type or value of prizes. Where such requirements apply, Client bears the associated costs and the responsibility for obtaining and maintaining any authorisation, unless expressly agreed otherwise In Writing.
4. Before the activity starts, the Parties record In Writing: the nature of the activity, the Markets in which it runs, the total economic value of the prizes, the number of draws, the method of drawing and of announcing winners, the participation terms, and any communication costs payable by participants.
5. All taxes, duties and levies relating to prizes, including gaming or lottery tax and any withholding obligation in respect of winners, are for Client's account, unless expressly agreed otherwise In Writing. Filing and payment are made by or on behalf of Client. Where BENK Activation handles the filing, it does so for the account and risk of Client and passes on the tax payable.
6. For activities in the Netherlands, the Dutch Code of Conduct for Promotional Games (Gedragscode promotionele kansspelen) applies, and gaming tax is payable at the rate applicable at the time of the draw on prizes exceeding the statutory exemption threshold.
7. Client makes the prizes available in good time or enables BENK Activation to procure them in good time. The risk of prizes not being available in good time, of defects in prizes and of claims by winners rests with Client.
8. Evidence of a draw and the participant data required for it are retained for the period prescribed in the relevant Market, after which they are deleted. Article 23 applies to that processing.
9. Client indemnifies BENK Activation against claims by participants, winners, supervisory authorities and other third parties relating to the activity, the participation terms, the prizes or their tax treatment, except in so far as such claims result from intent or deliberate recklessness on the part of BENK Activation.

Article 27 Media, media spend and platform terms

1. All fees and costs relating to audiovisual or other advertising through any medium must be paid to BENK Activation no later than the last day of the month preceding the broadcast or placement, and in any event at least fourteen days before it, in so far as BENK Activation pays or has paid those costs on behalf of Client.
2. If Client fails to comply with this obligation, BENK Activation is entitled to cancel the dispatch, placement or broadcast. All costs associated with this are for Client's account, without prejudice to the right of BENK Activation to compensation for its loss. In the event of cancellation Client remains obliged to pay invoices already sent and outstanding and the costs agreed or incurred.
3. Where BENK Activation purchases media or advertising space in the name and for the account of Client, the terms, cancellation periods and penalty provisions of the media owner or platform concerned apply in addition. Client accepts those terms.
4. BENK Activation is not liable for policy changes, rejections, blocks, rate changes, measurement discrepancies or outages at media, advertising platforms or measurement systems, nor for differences between the results reported by platforms and the results actually achieved.
5. Where BENK Activation runs campaigns from accounts belonging to Client, Client is responsible for granting and maintaining the necessary access in good time and for compliance with the terms of use of those accounts.

Article 28 Direct mail and physical distribution

1. Postage and distribution costs for direct mail and comparable physical mailings must be paid by Client before dispatch, failing which BENK Activation is entitled to cancel the dispatch. All costs associated with this are for Client's account, without prejudice to the right of BENK Activation to compensation for its loss.
2. Client warrants the lawfulness of the address files used, including compliance with the GDPR and with any applicable suppression or preference registers in the Markets concerned. It indemnifies BENK Activation against claims connected with this.
3. BENK Activation is not liable for delay, damage or loss caused by postal, courier or distribution services, nor for customs delays or import charges on cross-border mailings.

Article 29 Samples, models and examples

1. Where a sample, model or example has been shown or provided to Client, it is presumed to have been provided by way of indication only, unless it has expressly been agreed that the product to be delivered will correspond to it.
2. Statements of dimensions, weights, quantities, images and other particulars are likewise presumed to be intended by way of indication only, without the product to be delivered having to correspond to them.

Article 30 Reference and portfolio use

1. BENK Activation is entitled to use the work performed for Client and the resulting campaign materials for its own promotion, portfolio, website, social media channels, award entries and trade publications, once the campaign has been made public.
2. In doing so BENK Activation will not disclose confidential information or non-public performance data without Client's prior consent.
3. Client may exclude such use for a specific Assignment, or make it subject to conditions, In Writing and with reasons.

Article 31 Non-solicitation of personnel

1. During the term of the Agreement and for one year after its termination, Client will not employ or otherwise engage, directly or indirectly, whether or not through a third party, any employee, independent contractor or other person from BENK Activation or from undertakings engaged by BENK Activation who is or has been involved in the performance of the Agreement, except following prior good-faith business consultation with BENK Activation.
2. In the event of a breach of the preceding paragraph, Client forfeits to BENK Activation, without any notice of default being required and without prejudice to the right of BENK Activation to full compensation for its loss, an immediately payable penalty of € 25,000 per breach, increased by € 500 for each day the breach continues.

Article 32 Disputes

1. The Parties will not resort to the courts until they have made every effort to settle the dispute by mutual consultation.
2. All disputes are submitted exclusively to the competent court of the District Court of Midden-Nederland, location Utrecht, the Netherlands, unless the sub-district court has jurisdiction, and including where Client is established outside the Netherlands or where a treaty provision designates a foreign court as having jurisdiction. BENK Activation retains the right to bring a dispute before the court having jurisdiction under the law.
3. This article does not prevent either Party from applying to any competent court for interim relief or protective measures, including attachment.

Article 33 Governing law

1. Every Agreement between BENK Activation and Client is governed exclusively by Dutch law.
2. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
3. Mandatory provisions of the law of the Market in which a campaign is published remain unaffected. Compliance with those provisions is governed by article 41.

Article 34 Amendment and availability of these terms

1. These terms are filed with the Dutch Chamber of Commerce in Utrecht and are also available for consultation and download at www.benkactivation.com.
2. The version applicable is always the version in force at the time the Agreement was concluded.
3. BENK Activation is entitled to amend these terms. Amendments apply to new Agreements and, in the case of current Agreements of a continuing nature, after a period of thirty days following notification In Writing. Where an amendment is materially disadvantageous to Client, Client is entitled to terminate the Agreement In Writing with effect from the date the amendment takes effect.
4. These terms have been drawn up in English. Buro Benk B.V. also maintains a Dutch-language set of general terms and conditions. Where an Agreement has been concluded on the basis of this English set, the English text prevails in the event of any difference in interpretation.

PART II — PURCHASE OF GOODS AND SERVICES BY BENK ACTIVATION

Article 35 Scope of this Part

1. This Part contains additional provisions that apply where BENK Activation acts as buyer or principal, that is, where BENK Activation purchases goods and services. In this Part, Supplier means the party that supplies goods or performs services to BENK Activation.
2. The provisions of Part I continue to apply, on the understanding that in the event of conflict the provisions of this Part prevail and that the roles of the Parties are to be read accordingly.
3. BENK Activation is at all times entitled to cancel an agreement as referred to in this Part, both before and after Supplier has commenced performance.
4. Where cancellation takes place before Supplier has commenced performance, BENK Activation will reimburse the reasonable costs demonstrably incurred by Supplier in preparation. Where cancellation takes place after performance has commenced, BENK Activation will reimburse those costs and will in addition pay pro rata the agreed price for the work already performed or goods already produced, without being obliged to pay any further compensation, including for loss of profit.
5. Cancellation also includes the termination of an agreement obliging Supplier to render periodic performance.

Article 36 Intellectual property on purchase

1. In so far as the rights in the items produced by Supplier do not already vest in BENK Activation, Supplier hereby transfers those rights in advance to BENK Activation, which transfer BENK Activation hereby accepts in advance. The transfer covers the right of reproduction, publication, adaptation and sub-licensing, worldwide and for an indefinite period.
2. In so far as the transfer of a right is by its nature not possible, Supplier grants BENK Activation an exclusive, transferable, sub-licensable, worldwide and perpetual licence.
3. Supplier waives, to the extent permitted by law, its moral rights as referred to in section 25(1)(a) to (c) of the Dutch Copyright Act and equivalent rights under the law of any other jurisdiction, and will procure that the persons it engages do likewise.
4. Supplier may not engage third parties in the creation of a copyright-protected work in which BENK Activation acquires rights without the prior consent In Writing of BENK Activation.
5. Supplier fully indemnifies BENK Activation against claims by third parties in respect of infringement of rights relating to the items supplied by it, and will reimburse in full the resulting costs and loss.
6. Where a further deed is required for the transfer, Supplier hereby irrevocably authorises BENK Activation to draw up and execute that deed on its behalf, and will on first request cooperate without further conditions.
7. Where it has been agreed that rights belonging to BENK Activation will be transferred to Supplier or to a third party, that transfer takes place only after all obligations towards BENK Activation have been fully performed.

Article 37 Materials on purchase

1. Everything resulting from the work Supplier performs for BENK Activation, and everything made available to Supplier by BENK Activation, is kept by Supplier for its own account and risk with the greatest possible care, for three full calendar years counting from the conclusion of the agreement.
2. In so far as this has not already occurred, ownership of the materials developed on the basis of the agreement passes to BENK Activation immediately upon their creation, without prejudice to the right of BENK Activation to reject the material in whole or in part.
3. Supplier may not sell, pledge, encumber or grant any other right in the material to third parties.
4. Supplier is required to hand over the materials, including data carriers and files, in whole or in part to BENK Activation immediately upon its request In Writing.
5. Supplier grants BENK Activation the right to take possession of materials belonging to BENK Activation and, to the extent necessary, to enter the premises where those materials are located for that purpose.

Article 38 Prices on purchase

1. BENK Activation owes Supplier the agreed prices. Those prices include, even where this is not stated, the transfer of all rights and powers referred to in article 36, as well as all ancillary costs, including packaging, postage, transport and insurance.
2. Prices are fixed for the term of the agreement, unless expressly agreed otherwise In Writing.
3. Payment is made within 30 days of receipt and approval of a correct invoice, and does not constitute an acknowledgement that what has been supplied conforms to the agreement.
4. Supplier bears any exchange rate risk and all bank charges relating to payment, unless expressly agreed otherwise In Writing.

Article 39 Delivery on purchase of goods

1. All deliveries by Supplier are made carriage paid to the address of BENK Activation or, where agreed In Writing, to the address of a third party designated by BENK Activation. For cross-border deliveries, delivery takes place DDP (Incoterms 2020) unless agreed otherwise In Writing.
2. Supplier arranges transport and warrants that the goods are delivered in good condition at the agreed delivery address. Until receipt by BENK Activation or by a third party designated by it, the risk of damage or loss rests with Supplier, which is obliged to insure itself adequately against this.
3. Supplier may not deliver before the agreed delivery date, nor deliver in instalments, without the prior consent In Writing of BENK Activation.
4. If on receipt it appears that the goods do not conform to what the Parties agreed, BENK Activation will notify Supplier within a reasonable time. A period of at least fourteen working days after discovery is regarded as reasonable.
5. In the event of rejection, Supplier is obliged to remedy or replace without delay, at its own expense and risk, without prejudice to the right of BENK Activation to rescind and to claim damages.

Article 40 Delivery time on purchase

1. Supplier performs the work or delivers the goods within the period agreed for that purpose. That period is a strict deadline, unless the Parties have expressly agreed otherwise In Writing.
2. In the event of an overrun, Supplier is in default without notice of default being required and BENK Activation is entitled to rescind the agreement in whole or in part, without prejudice to its right to damages.
3. Supplier will notify BENK Activation In Writing without delay as soon as it foresees that it will not meet an agreed period, stating the cause and the measures to be taken. Such notification does not affect the provisions of paragraph 2.

PART III — INTERNATIONAL ASSIGNMENTS

Article 41 Multi-market campaigns and local law compliance

1. Where an Assignment covers more than one Market, the Parties record In Writing which Markets are covered, which deliverables are produced centrally and which are adapted locally, which languages apply, and which party is responsible for local execution, media buying and legal review in each Market.
2. BENK Activation delivers work that complies with Dutch law and with the European rules applicable to it. Client is responsible for verifying that each campaign, communication, participation term, product claim, price statement and packaging complies with the mandatory law, advertising codes, self-regulation and sector codes of every Market in which it is used, and for obtaining any local legal review or clearance.
3. Where BENK Activation carries out or arranges a local legal review, it does so on the basis of the advice of the local adviser engaged for that purpose. BENK Activation is not liable for the content of that advice and passes on the costs of it.
4. Client informs BENK Activation in good time of any group-wide, sectoral or client-specific compliance requirements, brand guidelines, approval procedures and restrictions applicable in a Market. Costs and delays resulting from requirements notified late are for Client's account.
5. Where BENK Activation engages local partners, production companies, fulfilment houses or field marketing agencies, article 6 applies. BENK Activation selects those partners with due care and remains the point of contact for Client, unless the Parties agree otherwise In Writing.
6. Translation, transcreation and localisation are carried out with due care. Client is responsible for final approval of the local language versions. BENK Activation is not liable for the consequences of a translation approved by Client or by its local organisation.
7. Where a campaign must be amended, suspended or withdrawn in a Market as a result of a decision of a supervisory authority, a self-regulatory body, a court or a platform, the costs of amendment, suspension or withdrawal are for Client's account, unless the decision is the direct result of a failure attributable to BENK Activation.

Article 42 Taxes and cross-border payments

1. All amounts payable are exclusive of VAT, sales tax, goods and services tax and comparable turnover taxes, which are charged in addition where applicable.
2. For supplies to a Client established in another Member State of the European Union which has provided a valid VAT identification number, VAT is reverse charged to Client in accordance with the applicable rules. Client warrants that the number provided is valid and notifies BENK Activation without delay of any change. Where the number proves to be invalid, Client owes the VAT still payable, together with any interest and penalties.
3. Import duties, customs charges, environmental levies, packaging levies and comparable local charges in the Market of destination are for Client's account.
4. All amounts payable to BENK Activation are paid free of any deduction or withholding on account of tax. Where Client is required by law to withhold an amount, the amount payable is increased so that BENK Activation receives the amount it would have received had no withholding been required. Client provides BENK Activation without delay with the official evidence of the amount withheld, and both Parties cooperate in applying any relief available under an applicable double taxation treaty.
5. Client is responsible for its own tax registration and reporting obligations in the Markets in which it operates, including any obligation relating to prizes as referred to in article 26.

Article 43 Sanctions, export control and business conduct

1. Each Party warrants that it complies with the sanctions and export control measures applicable to it, including those of the European Union, the Netherlands, the United Nations and, where applicable to that Party, the United States and the United Kingdom.
2. Each Party warrants that it is not itself, and that its ultimate beneficial owners are not, listed on any applicable sanctions list, and that it does not act on behalf of a listed party.
3. BENK Activation is entitled to suspend performance or to rescind the Agreement with immediate effect, without any obligation to pay compensation, if performance would result in a breach of a sanction or export control measure, or if

Client or a party connected with it becomes subject to such a measure. Work already performed remains payable in that event.

4. Neither Party will offer, promise, give, request or accept any improper advantage, whether directly or indirectly, in connection with the Agreement. Each Party complies with the applicable anti-bribery and anti-corruption legislation.
5. BENK Activation applies its own standards for responsible business conduct and expects Client and the partners engaged to respect fundamental labour rights and applicable environmental and social legislation. BENK Activation may decline an Assignment, or discontinue it, where in its reasonable judgement performance would conflict with those standards, its professional responsibility or applicable advertising codes. Article 15 applies to the financial settlement.
6. Each Party will notify the other without delay if it becomes aware of a circumstance that causes it no longer to comply with the warranties given in this article.

BENK Activation · Buro Benk B.V.

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