

These Agency / Brand Terms and Conditions constitute a legally binding agreement between the Agency or Brand and Influentials concerning the access and use of our platform and associated services.

The Agency / Brand Agreement is concluded by a representative of the Agency or Brand accepting these Agency / Brand terms and Conditions through the Influentials Platform. In case in calendar year Agency or Brand has an accumulated Campaign value of more than € 100.000 (hundred thousand Euros) V.A.T. excluded, under the Agency / Brand Agreement, we may ask Agency or Brand to sign the Agency / Brand Agreement, scan the Agency / Brand Agreement and mail it to us.

Influentials is a mere platform and is therefore not a party in the Collaboration Agreement.

Hereafter you will agree to the following:

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In these Agency / Brand Terms and Conditions, words are used which start with a capital letter. Those words have the meaning as set out hereunder in this article.

2. **DEFINITIONS**

2.1. *Agreement*: the agreement as mentioned in the preface of these Influencer Terms and Conditions. The Agreement is confirmed through a confirmation e-mail.

2.2. *Assignment*: an Agency or Brand assignment for an influencer to contribute to a Campaign.

2.3. *Agency*: means an agency who acts on behalf of a Brand, other party in the agency / brand agreement. Usually the agency runs an overall campaign for a Brand, in which campaign there are smaller influencer marketing campaigns.

2.4. *Agency / Brand Terms and Conditions*: these terms and conditions.

2.5. *Campaign*: an influencer marketing campaign as made available for Influencer by Agency or Brand.

2.6. *Collaboration Agreement*: the agreement between Influencer and

the Agency or Brand for an Assignment.

2.7. *Influencer*: someone who is able to endorse a service or product of a Brand through his or her social media account(s) or weblog(s).

2.8. *Influentials Code of Conduct*: means the code of conduct which applies to Influencers and can be found at: [URL]

2.9. *Influentials Credits*: the credits Agency or Brand acquired from Influentials, which credits are used to set off the amounts due by Agency or Brand regarding Campaigns and Assignments.

2.10. *Influentials Platform*: the website, the marketplace and -if any- the mobile app of Influentials.

2.11. *Influencer Network*: the database of Influentials approved Influencers.

2.12. *Influentials*: refers to, the Dutch limited liability company "Influentials Network B.V.", registered in the Dutch chamber of commerce under number: 62101986.

2.13. *Single Campaign*: Agency or Brand does not acquire a subscription, but a Single Campaign.

2.14. *Single Campaign Fee*: the one-time fee Agency or Brand for the access to the functionality of the Influentials platform and influencer network for a Single Campaign.

2.15. *Subscription Fee*: the monthly fee Agency or Brand is due for access to the functionality of the Influentials Platform and Influencer Network.

3. WHAT INFLUENTIALS IS

3.1. Agency / Brand acknowledges and agrees that Influentials is a platform bringing Brands or Agencies and Influencers together, and that Influentials is therefore never a party in the actual Collaboration Agreement between an Agency or Brand and Influencer.

Influentials cannot be held responsible nor liable for shortcomings of Influencer regarding the (non) performance of the Collaboration Agreement.

3.2. Influentials helps Influencers and Agencies or Brands with the payments and invoicing. Influentials invoices the Agencies or Brands on behalf of Influencer. Influencer receives from Influentials, after the work of an Influencer regarding an Assignment was approved by Agency or Brand, in accordance with paragraph 7, payment, provided that Influencer raised a self-billing invoice within the Influentials Platform.

4. THE SERVICES OF INFLUENTIALS

4.1. Influentials grants Agency or Brand access to the functionality of the Influentials Platform and has access to its Influencer Network. For the duration of the Agreement, Agency or Brand may use the functionality of the Influentials Platform and has access to its Influencer Network, provided that the Subscription Fee or Single Campaign Fee is

paid. In case the Agreement is entered into for a Single Campaign, the access is limited to one Campaign only.

4.2. Influentials supports Agency or Brand with the listing of a Campaign and/or Assignment and the functionality of the Influentials Platform. Support is rendered without any warranty regarding response times. Support is therefore rendered by Influentials “best effort”. Support is rendered without additional charge. Upon first request of Agency or Brand, Influentials is willing to make an offer to enter into a service level agreement.

4.3. In case of a dispute between an Influencer and Agency or Brand, Agency or Brand may invoke Influentials to mediate between parties. The outcome of the mediation is non-binding. Mediation is done without additional charge.

5. CAMPAIGNS AND ASSIGNMENTS

5.1. Brand or Agency is responsible to create a Campaign and Assignments itself. Campaigns and Assignments should be: (i) clearly formulated; (ii) in accordance with the Influentials Code of Conduct; (iii) in accordance with Brand or Agency local laws or regulations regarding influencer marketing. Influentials is allowed to disapprove a Campaign or Assignment in case it deems a Campaign or Assignment not in accordance with the aforementioned requirements. However, in that case Influentials supports Agency or Brand as stated in paragraph 4.2 of these Agency / Brand Terms and Conditions.

5.2. In case Agency or Brand approves the application of an Influencer for an Assignment as mentioned in the previous paragraph, Agency or Brand must enter into a Collaboration Agreement. That agreement is between Influencer and the Agency or Brand. Influentials is not a party in that agreement. You may use the Influentials standard Collaboration Agreement. Agency or Brand is allowed to apply their purchase terms and conditions or own agreement to the standard Collaboration Agreement, in which case Agency or Brand has to ensure that the aforementioned purchase terms and conditions or own agreement are not unreasonable for the Influencer.

5.3. In case an Assignment Agency or Brand has created through the Influentials Platform is approved by Influentials, Influentials immediately charges Agency or Brand with the by Agency or Brand set reward(s). The amount due is set off against the available Influentials Credits.

5.4. In case an Assignment is fulfilled, Agency or Brand must approve the work rendered by Influencer without unnecessary delay through the Influentials Platform. After approval Influentials will forward Influencer the reward.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. The intellectual property rights regarding the Influentials Platform, the tradenames and trademarks of Influentials, remain vested in Influentials.

6.2. The intellectual property rights regarding the material Agency or Brands put at the disposal Influentials or Influencer through the Influentials Platform, remain vested in the Agency, Brand or any third party from whom Agency or Brand acquired a license.

7. FINANCIAL AGREEMENTS

7.1. For the use of the Influentials Platform a Subscription Fee or Single Campaign Fee is due by Agency or Brand. The Subscription Fee is paid by direct debit or charging the credit card of Agency or Brand for the agreed upon Subscription Fee. The yearly Subscription Fee or Single Campaign Fee may also be charged at once by means of a separate invoice which is provided by Influentials to Agency or Brand. The Subscription Fee or Single Campaign Fee is agreed upon in the Agreement.

7.2. Influentials is entitled to increase the Subscription Fee. However, it will notify Agency or Brand in due time. Running subscriptions will not be effected by the increase, therefore, only renewals will be affected by any increase.

7.3. For Campaigns and Assignments, Agency or Brand must acquire Influentials Credits. Influentials charges a transaction fee which is agreed upon in the Agreement. Influentials will not provide Agency or Brand with any interest regarding the Influentials Credits. The Influentials Credits lapse after one year of acquiring, without Agency or Brand being entitled to a refund.

8. PRIVACY AND PROCESSING PERSONAL DATA

8.1. To fulfill the obligations under the Agreement, Influentials has to process the personal data of the users of Agency or Brand. Under the General Data Protection Regulation (“GDPR”), Influentials is controller. Agency or Brand is also a controller under the GDPR. Therefore, parties do not enter into a data processing agreement with each other.

8.2. Influentials processes personal data in accordance with the separate privacy policy of Influentials. Influentials may change the privacy policy from time to time. Please, take notice of the privacy policy on a regular basis.

9. LIABILITY, WARRANTIES AND INDEMNIFICATIONS

9.1. INFLUENTIALS IS NOT LIABLE FOR ANY ATTRIBUTABLE SHORTCOMINGS, NOR FOR ANY OTHER SHORTCOMINGS (BASED ON TORT FOR EXAMPLE), UNLESS THE SHORTCOMING IS DUE TO WILLFUL MISCONDUCT OR CONSCIOUS RECKLESSNESS OF THE TOP LEVEL MANAGEMENT OF INFLUENTIALS. IN CASE THIS LIMITATION OF LIABILITY IS LAWFULLY UNENFORCEABLE, THE LIABILITY FOR THE AFOREMENTIONED SHORTCOMINGS ARE LIMITED TO WHAT IS CHARGED BY INFLUENTIALS UNDER THE AGREEMENT DURING A PERIOD OF TWELVE (12) MONTHS PRIOR TO THE DAMAGE CAUSING EVENT, V.A.T. AND INFLUENTIALS CREDITS EXCLUDED, UNLESS THE SHORTCOMING IS DUE TO WILLFUL MISCONDUCT OR CONSCIOUS RECKLESSNESS OF THE TOP LEVEL MANAGEMENT OF INFLUENTIALS.

9.2. Agency or Brand hereby accepts the functionality of the Influentials Platform “as is”. Agency or Brand also hereby accepts that the functionality of the Influentials Platform may be subject of unilateral change, since Influentials tries to make it better along the way.

9.3. Influentials strives for a high availability of the Influentials Platform, however, Influentials cannot warrant that the Influentials Platform is always available for Agency or Brand without interruptions.

9.4. Agency or Brand hereby indemnifies Influentials for all costs and damages in case of Agency or Brand shortcomings regarding the execution of the Collaboration Agreement.

10. DURATION AND TERMINATION

10.1. The Agreement is entered into for a year in case the agreement is entered into for a normal subscription. After that year the Agreement is tacitly renewed for again one year, unless the Agreement is terminated by Agency of Brand three (3) months before the (renewed) end date.

10.2. The Agreement is entered into for the duration of a Campaign in case the Agreement was entered into for a Single Campaign, in which case the Agreement is terminated by virtue of law in case the end date of the Single Campaign was reached.

11. MISCELLANIOUS

11.1. The account credentials Agency or Brand uses to have access to

the Influentials Platform are strictly personal. Agency or Brand is not allowed to share those with others. Within the Influentials Platform Agency or Brand must always create extra users instead of sharing account credentials.

11.2. Influentials is entitled to transfer its rights and obligations out of the Agreement to a third party. This is especially allowed in case of a transfer due to a change of legal entity, transfer of the business of Influentials or merger of the business of Influentials. Agency or brand hereby grants permission to Influentials to do so.

11.3. Without prior permission of Influentials, Agency or Brand is not allowed to transfer the rights and obligations under the Agreement to a third party.

11.4. Influentials may change these Agency / Brand Terms and Conditions unilaterally. Influentials makes sure it communicates any changes in due time. In case Agency or Brand does not agree with the new Subscription Fee, it is entitled to terminate the Agreement immediately without a notice period in accordance with paragraph 10.1.

11.5. To the extent that any provision of these Agency / Brand Terms and Conditions are void and/or annulled, all other conditions between parties remain in force. In such a case, parties will agree to a new set of provisions, which will correspond as much as possible to the void or annulled conditions.

11.6. Headings and captions used in these Agency / Brand Terms and

Conditions are for reference purposes only.

11.7. General (purchase) terms and conditions of Agency or Brand are not applicable to the Agreement.

12. GOVERNING LAW AND JURISDICTION

12.1. The Agreement and Brand / Agency Terms and Conditions are governed by the laws of the Netherlands.

12.2. All disputes will solely be settled exclusively by the competent court in Rotterdam, the Netherlands, unless the district court (“kantonrechter”) is allowed to take notice of the dispute, in that case the dispute will be submitted to competent district court.