

GENERAL TERMS FOR THE PROVISION OF ADVERTISING AND MARKETING SERVICES

The following provisions/regulations constitute the General Terms governing the provision of advertising services by the limited liability company under the name **“Forestview Internet and Marketing Single-member Limited Liability Company”**, trading as **“Forestview”**, seated in Kifissia, Attica, at 7 T. Kavalieratou street, with Tax Identification Number 997952544 of the Tax Office of Kifissia, legally represented by Mr. Odysseas Ntotsikas, hereinafter referred to as the **“Company”**, to the client (hereinafter referred to as the **“Client”**) with whom the Company has entered into a contract through a special agreement named **“Special Contract Terms”** as defined below.

The Company and the Client are hereinafter referred to as the **“Parties”** and each of them separately as the **“Party”**.

I. INTRODUCTION

1. Where reference is made below to an **Agreement** between the above parties, it shall be understood to include: (a) the Special Contract Terms signed between the Parties (the **“Special Terms”**), (b) any **Client Engagement Form (“IO or Work Order”)** specifying the aforementioned terms, (c) any Confidentiality and Intellectual Property Agreements signed between the Parties (the **“Confidentiality Agreement”**), (d) the Personal Data Processing Annex and (the **“Personal Data Annex”**) and (e) these General Terms for the Provision of Advertising Services (the **“General Terms”**).

These can be found at www.forestview.eu/terms-of-use/

It is expressly agreed that such General Terms apply to Client in the form they are uploaded from time to time on the aforementioned website, from the moment any amendment thereto is uploaded, and Client is solely responsible for becoming informed of any amendments or modifications, with Company not bearing any responsibility for this.

In the event of a conflict among the aforementioned parts of the Agreement, the following shall prevail, in order of precedence:

- The Work Order against the Special Terms and the General Terms
- The Special Terms against the General Terms
- The Confidentiality Agreement and the Personal Data Annex against all other individual contractual texts.

2. Client wishes to be rendered services by Company within Company's scope of activity, as these services are specified in detail in the Special Terms and which include but are not limited to the following categories:

2.1. Business and Marketing Consulting.

- 2.2. Creative Services.
 - 2.3. Media Services.
 - 2.4. Customer Experience Optimisation and Data Management Services.
 - 2.5. Commercial Service, Platform and Online Shop Management Services. ,
3. By signing a WO or a Special Terms document or by accepting the Services, the Client accepts the validity of the Agreement.

II. TERMS FOR THE PROVISION OF ADVERTISING SERVICES

1. Definitions

Cookie(s): A file that is stored on the users' computer and records information necessary for the payment of the relevant fee (e.g. Media ID, campaign, banner ID, date and time etc.). This file is sent by Company server to the browser used at the time by the user and is stored on their computer. Cookies have a predetermined duration, within which Company is entitled to a fee in case an action is executed for the actions carried out by the user as set out in the W.O.

Media Spend: means the advertising expense available by Client to the Medium or Media.

For the purposes hereof **Intellectual/Industrial Property Objects** mean intellectual creations (indicatively drawings, display features, texts, scripts, models, idea descriptions, promotion plans, communication strategies, audience studies) and any promotional material, communication plan and creative work carried out by Company or Client for the purposes hereof and for the provision of the services.

Advertised Product: Products or Services of Client as specified in the Work Order.

Advertising Campaign: Means the presentation and display of advertising messages of the Client on the Media for a period specified in the Work Order.

Advertising Service: Means the preparation of creatives and/or presentation, transmission, display and hosting of advertising messages of the Advertised Party on the Media with the mediation of the Company.

Advertising Message: Means the product / service (such as, without limitation, preparation of creatives, internet banners, landing pages, email templates, website design etc.) along with the Advertising Material, which is presented, transmitted, displayed and hosted in the Media.

Advertising Material: Means the graphics, content, logos, photographs, banners available, text links, widgets, RSS Feeds etc. that make up the advertising messages of the Advertised Party, as specified in the Work Order.

Client Engagement Form (Work Order - WO): Means the service order (indicatively advertising services) agreed and valid for a predetermined period between the parties. The WO may be signed by a person especially authorised by the Client.

Special Terms: The document signed between the Parties that includes the more specific terms of the collaboration between them.

Project: Means the deliverable undertaken pursuant to the Special Terms or the WO, if this does not fall under a Service provided periodically or for a longer period of time.

Medium or Media: Include but are not limited to Google's website, websites affiliated with Google to which it promotes the advertisements, Facebook's website or any other social media website, any website that contains advertising messages through programmatic advertising platforms, email, websites with mobile and/or tablet access, Company's external affiliate websites, as well as other local and international websites where the advertisements of the Client will be presented, transmitted, displayed and hosted, as specified in the Special Terms or the WOs.

Associates: means the natural or legal persons that collaborate with the parties of this Agreement and the WOs, for the purposes hereof, or that belong to the same group of companies with the parties hereof.

Agreed Action: Means the completion of an action, such as the user's "click" on Client's advertising message or the posting of Advertising Messages on external associates' websites or the placement of links that redirect to the Client's website or the completion of a contact form by the User, or contact with the Client's call centre, or any other action that will be the basis of cost determination for each campaign and, therefore, the definition of the Company's fee in accordance with the provisions of the Special Terms and/or the relevant WO.

User means the online visitor that completes an agreed action.

2. Scope of the Contract - Services

2.1. With the Special Terms and/or every WO, Company undertakes the provision of services on behalf of the Client, as therein specified (hereinafter "the **Services**"). The Services may include (but are not limited to):

2.1.1. Design and production of Advertising Campaigns.

2.1.2. Content creation (such as photographs, audio and/or video).

2.1.3. Research and evaluation of website performance regarding user behaviour and optimisation of website results.

2.1.4. Research and evaluation of online presence (such as consumer behaviour, products and services awareness and reputation and online reputation).

2.1.5. Media Spend management and optimisation of its results in digital and/or analogue Media.

2.1.6. Direct online marketing using emails, SMS, Viber, push notifications.

2.1.7. Digital Marketing and promotion of products and/or services through individuals known to the public (influencers).

2.1.8. Website design, maintenance, hosting and development and optimisation of results.

2.1.9. Website maintenance, hosting and extension.

2.1.10. Planning and implementation of an Advertising Campaign on social media.

2.1.11. Design and optimisation of marketing strategy.

2.1.12. Creation, maintenance, operation and optimisation of online shops and management of online sales.

2.2. It is clarified that the above services (a) constitute general descriptions specified in the Special Terms and/or the WOs and (b) may be mentioned in the Special Terms and/or WOs in either Greek or English terms.

3. Rules applicable to all services

3.1. Where the provision, evaluation and/or invoicing of the Services requires the use of statistics, these derive exclusively and unambiguously (a) from the reports of the Media used, if such reports are produced and Client maintains relevant accounts under their name and, (b) in absence of such reports, from Company's own tools (or those of Company's choice). The above are the only valid statistics used for the above reasons.

3.2. Client expressly acknowledges that as of their nature the agreed services may slightly deviate in terms of time and manner of their provision. Such deviations are expressly acknowledged as reasonable and tolerable.

Given the above, unless expressly stated otherwise, that is unless a time - sensitive provision of service or individual specifications for a deliverable are agreed, Company undertakes to make every effort to provide the Services properly and punctually, as described in the WO. It is expressly agreed that, unless otherwise agreed in the relevant work orders between Company and Client, the positions of the advertising messages in the Media shall be determined at the sole discretion of Company.

3.3. Any cancellation and/or amendment of an Advertising Order, amendment of an Advertising Message or in general any change in the implementation details of the individual agreements included in WOs or Special Terms may be requested at the latest two (2) business days prior to the agreed start date of the specific action. In particular, amendments to a WO

are subject to Company's approval provided or not, in its absolute discretion, and are subject to the following conditions: (a) they are feasible, (b) the Medium consents to and accepts at its absolute discretion the proposed changes (c) the amended WO has been sent to Company in accordance with the provisions hereof and (d) the amendments do not bear any additional financial burden on their own or said financial burden is covered by Client.

3.4. In any case of cancellation and/or amendment in accordance with the above, Client is not exempt from (a) the payment to Company of the part of the agreed consideration corresponding to the services already provided by Company or (b) any amount Company has paid or may be obliged to pay to third parties for the cancelled or amended actions.

4. AGREEMENT DURATION

4.1. This is a fixed term Agreement. The term is determined by the Special Terms signed between the Parties or the individual WOs, and coincides, (a) where the agreed services are continuous, with the agreed time of their provision and, (b) where the Parties agree to the provision of a specific project, with its completion/delivery time.

4.2. This Agreement shall automatically expire upon the expiry of its contractual duration. May be extended, after the expiry of the contractual term as per the above, upon agreement of both Parties.

4.3. The Agreement shall be terminated:

4.3.1. By mutual written agreement of the Parties.

4.3.2. By written notice of termination on cause. Such causes comprise the breach of any term hereof by the breaching party, unless the breaching party remedies within fifteen (15) business days from the receipt of a relevant notice from the non-breaching party. In this case, the termination shall take effect in 15 days from the written notice to the breaching party.

4.3.3. Immediately and without penalty to any of the parties in the event of a force majeure incident that lasts longer than thirty (30) days for each party.

4.3.4. Unilaterally, by provision by the terminating Party of a written notice at least sixty (60) days before the desired termination. The above termination excludes any Confidentiality and Intellectual Property Protection Agreement signed between the Parties and/or the Personal Data Processing Annex, the validity period of which is specifically defined therein or imposed in accordance with the provisions of what the Parties are legally obliged to maintain in force, and/or any other term agreed or legally required to be maintained in force.

4.3.5. Immediately in the event that any of the Parties is placed under administration, liquidation, agreement of its creditors or under any legal regime that results in the loss of the free management of its property, declares bankruptcy or ceases payments.

4.4. Following termination by either Party, the Parties shall immediately clear any existing obligations between them. In particular, in relation to any services provided up to the time of termination and/or any completed parts of the agreed project, Client shall be obliged to pay to Company the respective part of remuneration.

4.5. Termination of the contract in accordance with the above provisions shall not affect any rights and claims of the parties under Greek law which arise as a result of breaching this Agreement's provisions or other conduct of the parties contrary to their contractual obligations.

4.6. Upon expiration or in any way termination of the Agreement, all licenses (including but not limited to licenses for the use of creatives, services, access to Media or tools) granted by/to the Parties in accordance herewith are terminated, and the Parties are obliged to destroy any copies of confidential information, unless otherwise expressly agreed in Special Terms or WO. Notwithstanding the above, it is agreed that the Company may keep copies of the services granted exclusively and solely for its records and to exercise its legal rights.

5. RIGHTS AND OBLIGATIONS OF COMPANY

Company rights and obligations outlined below are listed generically and shall be applicable as appropriate and accordingly to the Special Terms and WOs signed between the Parties.

5.1. Company shall execute the Projects undertaken and/or provide the Services in accordance with the terms and specifications of the Special Terms and/or the WOs, in a timely and appropriate manner

5.2. Company is obliged to perform the services undertaken, in accordance with the rules of science and art and with the required care, skill and diligence of a qualified professional in accordance with the recognised professional standards.

5.3. In the context of fulfilling its contractual duties, Company is obliged to perform the Projects and/or to provide any services that are either supplementary or ancillary to the Project or the Services or are reasonably required or deemed appropriate for the full, timely and proper execution of the Project or the provision of the Services, or are required to address any issues that may arise during the execution of the Project or the provision of the Services.

5.4. In view of the above, Company shall submit in time any creative ideas for approval and shall adapt them to the extent possible according to Client's wishes and suggestions.

5.5. Company shall execute the Project and/or provide the Services with associates, employees or agents that possess the appropriate qualifications.

5.6. During the provision of Services, Company is obliged to cooperate harmoniously with Client's management, its executives, consultants or any other associates and in general with all its staff.

5.7. It is expressly acknowledged that, unless expressly agreed in writing, Company may, throughout the duration of Contract, provide services falling within the scope of the Agreement (including but not limited to advertising or other promotional and marketing services) to third parties, even if they happen to be competitors of Client.

5.8. Company has the right to exclude Client from the Services if Client is proven to be liable for non-compliance with these Terms, with the applicable legislation and with the advertising policy of the Media, as described and amended from time to time in the relevant Media websites.

5.9. Company expressly states that it does not accept advertising messages of Client should these promote, advertise or support child pornography, online piracy or any illegal activity in general.

6. RIGHTS AND OBLIGATIONS OF CLIENT

6.1. Client is entitled to be fully and meaningfully informed about the provision of the Services and about any relevant issues in general. In this context, Client may address questions to Company about the provision of the Services and regularly receive information about the progress of any continuous Services.

6.2. Client is entitled to provide Company with instructions and suggestions for the provision of the Services.

6.3. Client must cooperate with Company for the production of all necessary advertising material in accordance with any time limitations, specifications, procedures and, in general, the specific terms described in the Special Terms and/or the WOs. Client is further obliged to provide Company with any information, clarification and data required for the provision of the Services.

6.4. Client is obliged to provide Company with all Advertising material produced by the Client and required for the provision of the Services by Company under the present Agreement, punctually and in accordance with the technical or other specifications cited both in the Special Terms and in the WOs.

6.5. In any case, Client is responsible for the correctness of the creatives provided to the Company and should these not be in compliance with the technical specifications requested, Company shall have no liability whatsoever and will have the right to refuse to provide its advertising services. In any case where the above specifications are not met, Client is obliged to pay to Company any fee that Company was proven to have been obliged to pay for the provision of the Services even if such services were not ultimately provided as a result of Client's aforementioned lack of cooperation.

6.6. In case the Client uses third party technology providers involved in the provision of the Services (such as a 3rd party ad-server), such provider must be compatible with the

technologies used by Company or/and the Media, in accordance with the technical specifications available.

6.7. Client is directly liable to pay the fee to Company and to fully and completely repay Company for the services provided in accordance with the terms cited in the relevant Work Order.

6.8. Client is obliged to obtain all necessary user consent on their websites, accounts and, in general, any other means of providing the Services under Client's control, in order to ensure the legal provision of the Services.

7. PARTIES' REPRESENTATIONS AND WARRANTIES

7.1. Representations and Warranties of Company

Company:

7.1.1. Possesses the know-how, staff and organisation required to provide the Services agreed herein.

7.1.2. Regarding the creatives included in the Advertising Messages for which Company is responsible, Company states and warrants that Company is the legal owner, has obtained all licenses required for their production and creation as well as for licensing them for use within the scope of the Services. For this purpose, it undertakes to obtain all necessary licences required for the production and creation of the advertising messages and bears exclusive liability for concluding and meeting the terms of the agreements required for the use of the advertising messages. Company expressly states and warrants that the content of the advertising messages is not in breach of any third party intellectual or industrial property rights.

7.2. Representations and Warranties of Client

Client:

7.2.1. States that it meets all legal conditions required to sign the WO and to hereby commit and that today and in the future it will comply with all legislation in force applicable to the provision of advertising services.

7.2.2. Regarding the creatives included in the Advertising Messages for which Client is responsible, Client states and warrants that Client is the legal owner, has obtained all licenses required for their production and creation as well as licensing them for use within the scope of the Services. For this purpose, Client undertakes to obtain all necessary licences required for the production and creation of the advertising messages, bears exclusive liability for concluding and meeting the terms of the agreements required for the creation of the advertising messages and hereby expressly states and warrants that the content of the advertising messages is not in breach of any third party intellectual or industrial property rights.

7.2.3. Furthermore, and in relation to the Advertising Messages in general (creatives, links or texts contained therein), Client states that such messages: (a) are not contrary to any law or moral conventions or regulation concerning false or misleading advertising, (b) do not include messages that are insulting, false, misleading, and offensive and do not violate the right of any legal or natural person (also including personal data protection rights) and under no circumstances violate moral customs and conventions in any way, (c) do not contain child pornography nor are connected to another link promoting any type of illegal activity (e.g. building a bomb, hacking etc.), do not refer to software piracy nor contain violent imagery, insulting vocabulary, racist propaganda, racial or sexual discrimination and physically or mentally aggressive content of any type, (d) do not violate any third parties' intellectual property rights, such as rights to the logo, domain name, creative features, content etc., (e) are in compliance with the laws in force and any regulatory provisions in general, the Hellenic Advertising and Communication Code regarding insurance products and any other codes of ethics that apply to the insurance product advertising industry and the Media policies.

8. PRICING - INVOICING

8.1. Each Service agreed to be provided is defined and described in the respective Special Terms and/or WOs. This includes (but is not limited to) the type and nature of the works/services, the preparation time, the cost and remuneration of the Company and the implementation time of the Advertising Service.

8.2. Invoices shall be issued at the intervals agreed in the Special Terms or the WO.

8.3. Where the Special Terms or the WO specify an amount of advertising expenditure, it is agreed that, in absence of any other specific agreement, any amount of annual media expenditure mentioned is indicative and non-binding for Parties and may change during the term of the contract by written agreement of the parties.

8.4. Specifically with regard to invoicing, unless otherwise stated in Special Terms or WO, by the 6th business day of each month, the Company shall send to the Client an e-mail containing the breakdown analysis of figures and pre-agreed actions of the previous month and the respective amount arising for invoicing. The Client may file any objections about any specific pre-agreed actions within three (3) business days from the receipt of such email. Should the above deadline expire without action, it is expressly agreed that the amount to be invoiced shall be deemed accepted by the Client and therefore the terms and agreements cited are binding for the counter party.

8.5. The monthly invoicing shall be made immediately after the expiry of the above deadline. In case the Client has expressed any objections on specific agreed actions, the invoicing shall not include said actions until the status thereof is clarified. In any case, both parties undertake to clarify the status of any pre-agreed actions at issue within a period of thirty (30) days after the exercise of the Client's objection right, otherwise said actions shall be deemed valid and shall be invoiced in the following invoicing while the Client shall reserve all its legal rights.

8.6. Payment of the invoices is due by the Client within thirty (30) days from the invoice issue date, unless otherwise specified in the Special Terms or the WO. In the event of default, the Client shall be liable for the statutory default interest.

9. LIABILITY – LIMITATION OF LIABILITY

9.1. For any loss that may occur to any Party, strictly under this Agreement, the liable Party must compensate the non-liable Party for any damage suffered (whether direct, consequential or moral) of either a civil or criminal nature.

In particular, each liable Party must fully compensate the non-liable party and any third party who may suffer damage due to the liable Party breaching any of its obligations or warranties as described in Articles 5, 6, 7, 10, 11, 12.

9.2. In the occurrence of the above liability, the Party that may claim compensation must without delay inform the Party liable for compensation and allow them to fully undertake any defensive legal measures to avoid it. Failure to provide such notice shall result in the non-liable Party being unable to claim such compensation.

9.3. Company bears no civil, criminal or other liability:

9.3.1. if Client suffers losses as to its profits, business, income, reputation, experiences a reduction in the sales of its products and in the frequency its services are provided or suffers any other damage whether direct, indirect or consequential, financial or other, loss of earnings which is directly or indirectly caused exclusively and solely by unintentional errors, omissions, technical problems, failures or malfunction of the Media, the Media websites, the Internet Service Providers or/and delays in the transmission or/and storage of any messages, texts, images, creatives or other information or any delays or technical problems of the Company.

9.3.2. for any failure or omission to meet its contractual obligations under the present agreement if said failure or omission arises out of force majeure, namely unforeseen and unavoidable conditions beyond the control of Company, as set out by theory and case law. It is expressly agreed that any state or government limitations regarding on-line advertising in general constitute force majeure events for the purposes hereof, provided of course that Client is always notified in due time.

9.3.3. in the event that a) a Medium shuts down its websites for any reason and b) Company stops its cooperation with any or all Media it represents for any reason not attributable to its own fault.

9.3.4. in the event that one or all of the Media partnering with Client choose(s) to reject the hosting and transmission of some or all of the advertising messages and finally decides for any reason not to host and transmit part or all of the advertising messages; the Company is obliged however to notify the Client of the reasons and provide any necessary information regarding

the rejection. In this case the Client is exempted from the obligation to pay a fee to the Company for the part of the Services that were not provided.

9.4. Company bears no liability and provides no warranties as regards a) the suitability of the Advertiser/Client's Advertising campaign and that of the Media policy for the specific purpose set out by the Client, b) the effectiveness of the Advertising campaign, c) the non violation of any third party rights by the Media, d) the existence of viruses or other harmful material or programs, e) the adequacy and effectiveness of the Advertised Party's security systems.

9.5. Any liability of Company under the Agreement is limited, unless prohibited by the Law, to the total amount paid by Client to Company, for the period of twelve (12) months prior to the date on which the claim was made.

10. INDUSTRIAL & INTELLECTUAL PROPERTY RIGHTS

10.1. Any Intellectual/Industrial Property assets that will be used during the provision of the Services belongs to their producer. The above Intellectual/Industrial Property assets are used in the provision of the Services taking into account the warranties and commitments that each of the Parties has undertaken in accordance with paragraphs 7.1.2. and 7.2.2. of the General Terms.

10.2. Any licenses granted are valid for the same period as the term of the Contract, unless otherwise expressly stated in Special Terms or WO, and in any case terminate automatically in accordance with paragraph 4.6. of the General Terms.

10.3. Client upon signature of the Special Terms and/or WO authorises Company and the Media to reproduce, host and display its advertising messages and any other information or work accompanying the above, such as - without limitation - trademarks, logos or other commercial sources and characteristic features, for the entire duration of the Advertising Campaign, exclusively for the purpose of transmitting, displaying and hosting these, without granting them any other right and in a way that is not contrary to the legislation in force and without prejudice to the intellectual and industrial property rights of the Advertised Party.

10.4. Client authorises Company to display and reproduce all or part of websites that Client cooperates with and may contain part or all content of Client's advertising messages, under the scope of the Advertising Campaign, or with the purpose of promotion for advertising purposes of the Company itself or of the cooperating Websites, as well as the advertising material hosted in the cooperating Websites, the transmission and hosting of which has been made by Company; it further warrants that any consent required for this purpose has been obtained.

10.5. Client expressly accepts that Company will be allowed to use any aggregate statistic data of the advertising campaigns implemented by Client at any time upon prior written consent of Client for Company's business purposes.

11. PERSONAL DATA

Parties undertake to comply with the national and EU legislation on personal data (including but not limited to L. 4624/2019 and GDPR 2016/679 EU) as in force and interpreted by the competent authorities and to take any necessary technical and organisational measures for the secure processing of any personal data they access and/or collect and/or process in the context or on the occasion of the Contract. The specific obligations undertaken by the Parties under this Contract regarding the protection of personal data are regulated by the relevant Personal Data Annex, which can be found on page <https://forestview.eu/dpa/> and forms an integral part hereof.

12. CONFIDENTIALITY

12.1. Parties acknowledge that, for the performance of their obligations, they come in direct contact with and become aware of extremely confidential information regarding know-how, clientèle, trade and industrial secrets that are the subject to intellectual and industrial property rights of the parties and of the Websites represented by the company (web services, third party contracts, product plans etc.).

12.2. Parties are obliged to handle all the above information and data as confidential and not to disclose it to any third party (except for their employees and only to the extent necessary for the performance of their obligations under this contract) without the prior written consent of the other Party, even after termination of this collaboration for any reason whatsoever. Parties further expressly acknowledge that should a specific Confidentiality Agreement be signed between them, it shall take precedence over the provisions of this term for the issues regulated in a more specific way.

12.3. Parties shall take all necessary measures to ensure that all their employees and representatives are aware of and comply with the obligations deriving from this article and ensure the security of the aforementioned information and data and prevent unauthorised access. The above obligations shall also apply in the case of service provision by subcontractors or any other third parties that may be used by Company to provide the services agreed upon under the Agreement.

12.4. The above does not apply to information which:

12.4.1. is publicly known at the time of their disclosure or is subsequently made public, without fault of any of the parties;

12.4.2. was already made known to them prior to the signing of this agreement by any third party that is not subject to and bound by non-disclosure and confidentiality restrictions;

12.4.3. has been legally obtained by them after its disclosure by virtue hereof, by another source or third party, which is not bound by any clause of confidentiality or secrecy or

restriction of use of said information and which did not obtain said information by the parties hereof whether directly or indirectly a confidentiality - secrecy agreement with it;

12.4.4. is known to them prior to its disclosure to the other party by virtue of the Agreement from another source which, to the parties' knowledge, is not subject to any type of commitment towards them;

12.4.5. Parties are obliged to disclose information to any Administrative, Judicial or other Authority, in compliance with any National, EU or International Law, Regulation, Directive or Order.

13. FINAL PROVISIONS

13.1. **Full Agreement - Amendments:** The Agreement, namely the Special Terms, any WO signed between the Parties and these terms, constitute the entire agreement of the Parties regarding the issues regulated therein.

These are valid throughout the duration of the Agreement in the form set out on the Company's website www.forestview.eu. Client is obliged to take note of these and Company has no obligation to inform Client of any modification or change thereof. In the event of termination of the Contract in any way, the terms hereof shall continue to apply, the continuation of which upon end of the contractual relationship has been intended by the parties (article 9-12).

13.2. **Waiver:** No delay, negligence or tolerance of one party to the imposition of compliance with any term hereof by the other Party shall constitute a waiver nor affect any right thereof provided under the Agreement. If any term is declared invalid and therefore unenforceable by any competent Court or Authority, said term shall not imply the invalidity of the other terms hereof, which shall remain in full force.

13.3. **Force Majeure:** None of the parties has any liability for any omission to meet their contractual obligations if said omission arises out of force majeure, namely unforeseen and unavoidable conditions beyond the control of the parties, as set out by theory and case law. In this case, a reasonable deadline will be granted for the performance of such obligation, but in any case, the party affected by the force majeure, is obliged to notify the other party in writing within fifteen (15) business days from the time of occurrence of the force majeure events. It is expressly agreed that any delays of suppliers, associates, subcontractors or any other third parties cooperating in any way with the parties shall not constitute force majeure events under this agreement.

13.4. **Notifications:** Any invitations, notices and notifications (including notices of change of address, telephone, fax, etc.) which are either required by law or required or permitted by the terms hereof, such as the dispatch of the Advertising Work Order shall be in writing, unless otherwise specified in the Special Terms or the WO, and shall be delivered personally or sent by e-mail to the email addresses indicated in the Special Terms or the WO, in which case they

shall be deemed to have been received on the day of their dispatch. Each party may change the address it has specified below only by written notice to the other party.

13.5. Parties acknowledge that the relationship between them under the Agreement is a strictly professional relationship and a relationship of trust, while any concession or transfer of rights and obligations arising therefrom is prohibited, unless this is expressly provided for herein.

13.6. Without prejudice to any specific terms hereof, the assignment of receivables and the substitution of rights and obligations out of this agreement shall not be allowed, unless this has been previously and specifically agreed in writing between the Parties.

13.7. Parties, in good faith and by mutual consent, shall attempt to amicably resolve any dispute that may arise between them in relation to the relevant Order, by any technical, legal or other means they deem appropriate.

13.8. The Agreement shall be governed and construed in accordance with the laws of the Hellenic Republic and the parties are subject to the exclusive jurisdiction of the Greek courts. In specific, any dispute between the parties regarding the implementation, interpretation, invalidity of the agreement terms, the existence or non-existence of rights and obligations of the parties out of the agreement or/and of tort, shall be construed in accordance with the Greek laws and be subject to the exclusive jurisdiction of the materially competent courts of Athens and, as of this date, the parties are voluntarily subject to the same jurisdiction.

13.9. The Agreement fully and completely expresses the agreement between the parties and replaces any previous agreement (oral or written), assumption of obligations, contract, whether oral or written between the parties. Any failure of Company to exercise or impose any right or provision of the Agreement shall not be a waiver of the respective right or provision.