

Dutch IT Channel

General Conditions for Partner in Business Packages, Events and Projects

Effective date: 1 September 2020

Concerns the following on behalf of Dutch IT-Channel BV, referred to below as the Contractor:

- Executive-People.nl
- Executive People Magazine
- Executive People Round Tables
- Gartner Holland House Event
- Gartner Belux Beach House Event
- Gartner Public Sector Lunch
- Dutchitchannel.nl
- Dutch IT-channel Magazine
- Dutch IT Cloud Project
- Dutch IT Future of Business technology Project
- Dutch IT Digital Workplace Project
- Dutch IT Security Project
- Dutch IT Channel Cup
- Dutch Connect.nl
- Dutch IT Channel Round Tables
- Dutch IT-channel Awards Gala
- Dutch IT Society Event

Office address and correspondence address:
Nieuwe Parklaan 17, 2597 LA The Hague

Content for partner in business packages
Content description and delivery

In the packages, we distinguish between difference types of content and services:

1. Interviews/customer cases online to be produced by editorial staff.
2. Interviews/customer cases in print (magazine) to be produced by editorial staff, including photography.
3. Existing customer cases to be supplied by Client.
4. News: To be supplied by Client at redactie@executive-people.nl or redactie@dutchitchannel.nl, redactie@dutchconnect.nl.
5. News, press releases for evaluation by editorial staff, and freedom to alter and reduce content.
6. If video is included in the package, the item eligible for this is determined in advance. If this is not known in advance, both the Client and the Contractor must monitor this process.
7. Columns: If included in the package: To be supplied by Client at redactie@executive-people.nl or redactie@dutchitchannel.nl, redactie@dutchconnect.nl.
8. Calendar messages: To be supplied by Client at redactie@executive-people.nl or redactie@dutchitchannel.nl or redactie@dutchconnect.nl.
9. The editorial staff and publisher of the platforms determine when content is published and reserve the right to refuse supplied publications without stating reasons.
10. Participation in Projects and/or Events
11. Banners and Advertorials

When an assignment starts, the Parties draw up a schedule of the activities. Although we monitor this schedule, the Client also bears responsibility for this monitoring.

Editorial concept: focus on the target group

Editorial stories in the relevant and described publications are always written for the interests of the target group: executives making strategic decisions about investments in IT, and/or stakeholders within the channel. This means that in style and language use, we want to avoid marketing and advertorial wording as much as we can, to avoid turning readers off and making the medium less valuable to the target group (and thus to our partners).

A vision of market developments and strategy takes center stage in interviews; our readers experience product descriptions and business presentations as less relevant. There is obviously room to advance the company's vision and strategy in relation to the topic.

Editorial process: approval

Stories in the appropriate and described publications are written by journalists based on the editorial formula of the platform concerned. After an interview, the text is sent for review (for any factual inaccuracies) to the interview subject, or another contact person selected by the Client. This process includes one correction round. We must receive all feedback within five business days of sending the text. If multiple people are looking at a text, we must receive a single version back from our contact person containing all comments. It is important to keep a close eye on this period as

we work to a strict schedule. Any comments are incorporated in the text before publication. If no comments are received, the text goes to the lead editors in accordance with our schedule and is published as such. The editorial staff and publisher may place relevant content on our other platforms without the Client's permission. If no arrangements in this regard have been made in the contract, costs can never be charged for this. We always publish articles made for print online in accordance with the agreed schedule. If no date has been agreed, the editorial staff and publisher are free to choose one.

Own use

The Client may use the articles produced (excluding photography) for its own publicity purposes on its website or in another publication. Articles appearing in the magazines are provided in PDF format upon request. However, we do request that Executive-People.nl or Dutchitchannel.nl be cited as the source.

Traffic

If requested, the publisher provides the traffic figures (views) of the interviews, cases, other content, banners, and advertorials to the Client.

Photography: reuse

Photographs taken by a photographer of Executive-People.nl/magazine, Dutchitchannel.nl/magazine or Dutchconnect.nl are intended exclusively for use on the platforms Executive-People, Dutch IT channel, and Dutch Connect. Any reuse is prohibited by copyright. To make arrangements for the reuse of any photographs, we will be happy to put you in contact with the photographer. The photo set (four photos, on average) costs €125 plus VAT. This amount must be paid to the photographer directly.

Video: embedding

Video reports are compiled in consultation with the Client (angle of video/message). Atmospheric images and any interviews with visitors to an event are at the editorial staff's discretion. Atmospheric images may be directed jointly with the Client. A video requires a lot of time for editing and other work and is often linked to a current event and/or an article/interview. An approval process is possible only if agreed and documented in the commercial arrangements.

Video reports made by Executive-People.nl, Dutchitchannel.nl, Dutchconnect.nl are saved at YouTube. It is possible to embed these videos in your own forms of communication and publication (e.g. a newsletter), but we do ask you to cite Executive-People.nl, Dutchitchannel.nl or Dutchconnect.nl as the source.

Banners and advertorials

Besides editorial content, we place banners on the website and in the newsletter in accordance with a predetermined schedule. The banners are not placed exclusively in a fixed position on the website. A banner may rotate with that of other clients. On the other hand, banner positions in the newsletter are exclusive. The Client must supply banners no later than one week before placement. If arrangements for advertorials/submitted notices have been made, the Client must provide 100 words and a hyperlink no later than one week before placement.

Note: We monitor the schedules for banners, advertorials, and any columns. If material is not supplied on time, the schedule may be deferred by agreement. If material is not supplied for an extended period, we reserve the right to let the agreed placements lapse without stating reasons.

Specifications for material to be supplied:

- Website banners: GIF/Flash: possible sizes are 468 x 60 pixels, 120 x 600 pixels or 336 x 280 pixels. Multiple sizes may also be provided to allow us to alternate them for extra attention.
- Note: Flash banners are not displayed on iPhones and iPads.
- Newsletter banner: GIF only: size 468 x 60 pixels. Some email programs (including the newer version of Outlook) block animations. Animated GIFs may be supplied, but make sure that the first image is the main message, so the message will still be communicated.
- Newsletter advertorial text: 100 words + hyperlink, no image.
- Supplying existing reference projects/cases: Texts for cases have no word count restrictions. One photograph allowed.

All the material can be submitted to m.vreeswijk@dutchitchannel.nl.

Liability

The Contractor is not liable for the content from the publications or content presented during events. Claims (from the Client or third parties) will always be referred to the Client. The Contractor offers ample opportunities to make corrections to publications during the production process.

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Unless the Contractor acts with intent or is grossly negligent, it is not liable towards the Client for any damage of any nature, direct or indirect, arising from the content.

If it transpires, after due regard for the provisions of the previous paragraph of this article, that the Contractor must be held liable for the damage and/or any loss that has arisen, its liability will never exceed the price agreed when the agreement was concluded.

Projects (in combination with an event)

The Contractor organizes projects in combination with an event. Clients can participate through a package offered by the Contractor. The Contractor may also organize an event on the Client's instructions (for example, Round Tables, webinar, and so on).

Liability for events

1. In the organization of events, the Contractor is not liable for causes beyond its control.
2. The Contractor is never liable for damages that result from participating in an event or activity, unless this is attributable to the gross negligence of the Contractor, its employees and/or volunteers. This also applies to damage resulting from death, personal injury, accident, harm, loss, physical damage, or theft. This provision applies to visitors, participants, and volunteers. Participating in an event (activity) in any form is always at the participant's own risk.
3. The Contractor is not liable for loss, theft, or physical damage of objects of value, including but not limited to coins, jewelry, eyeglasses, telephones, artworks, and valuable documents.
4. Any such objects provided to the organization for safekeeping are held exclusively at the participant's own risk.
5. Event participants are obliged to reimburse the damage that they, their employees, or their materials inflict on the Contractor or its property.

Cancellation

1. If the Contractor has to cancel all or part of the agreed assignment due to circumstances, both parties will discuss an alternative to the assignment or the cancelled part of the assignment. This can involve another date or alternative content, causing as little damage and costs to both sides as possible. The Contractor will record new arrangements in writing in a new assignment.
2. If the Client cancels all or part of an assignment, it must compensate the Contractor for all resultant costs and damage. All services already provided will be charged and all invoices that the Contractor sends to the Client for those services must be paid.
3. Cancellations by the Client must always be made in writing.

Suspension, discontinuation, and termination

1. The Contractor may suspend or discontinue the further performance of the assignment if the Client fails to observe payment conditions and/or fails to provide the requested bank guarantee.
2. The Contractor may terminate the agreements between it and the Client, insofar as these agreements have not been performed, without judicial intervention, if the Client fails to perform or fails to properly perform its obligations under any agreement with the Contractor, and if the Client is declared bankrupt, granted a moratorium on the payment of its debts, ceases trading, or liquidates its company.
3. The consequences of suspension, discontinuation, and/or termination are entirely at the Client's expense and risk. Suspension, discontinuation, and/or termination do not affect the payment obligation for completed work. The Contractor will then moreover be entitled to claim compensation from the Client for damage, costs, and interest caused by the Client's failure to perform and the termination of the agreement, including the Contractor's lost income.

Duty of care, confidentiality, and processing of personal data

1. The Contractor must perform every assignment with the usual care and professional competence.
2. The Contractor is responsible for keeping confidential all information that the Client provides for the purpose of the assignment.
3. The Client also undertakes to comply with this duty of confidentiality.
4. When visitors register for an event, the Contractor asks them whether their contact information (Company, Name, Job Title, Email) can be shared with the speakers and partners of that particular event only. The visitors must make their own express choice here by ticking the aforementioned selection box. If visitors do not give consent, the Contractor will share their company names and job titles on request only.

Force Majeure

1. If force majeure occurs, the Contractor may either suspend its performance of the assignment or fully or partially terminate the agreement out of court. In this case, both parties will discuss an alternative to the assignment or the cancelled part of the assignment. This can involve another date or alternative content, causing as little damage and costs to both sides as possible. The Contractor will record new arrangements in writing in a new assignment.
2. Force majeure means circumstances that prevent the performance of the agreement and cannot be attributed to the Contractor. If and insofar as force majeure circumstances make performance impossible or complicate it unreasonably, these circumstances include strikes in companies other than those of the Contractor, wildcat strikes or political strikes in the Contractor's company, weather conditions, bankruptcy of the meeting accommodation, a general shortage of the goods or services required to perform the agreement, unforeseeable stagnation at suppliers or other third parties on which the Contractor depends, the failure to obtain necessary licenses or permits, diseases, epidemics, and/or quarantines, government measures, and general transport problems.
3. If the Contractor has already performed some of its obligations for a Package Agreement when the force majeure starts, or can only perform some of its obligations, it may demand payment for the services already performed or that can be performed, insofar as these services have independent value.

Safety

1. In the interest of safety, public order, or smooth running of the event, the Contractor may always make changes to the events program, without this leading to any compensation.
2. Access to or participation in the event may, where necessary, be refused, without stating reasons, if such refusal is deemed necessary in connection with capacity, safety, public order, a threat of damage, nuisance, and so on.
3. Event participants, visitors, and/or volunteers must strictly follow all procedures and instructions issued by the government and the Contractor. They must also generally refrain from any conduct by which they would pose a hazard to themselves and/or other event participants.
4. If an event participant intentionally violates the provisions of the previous article, the Contractor would be authorized to deny the violator(s) further participation and to remove the violator(s) from the event.
5. The Contractor has limited the number of visitors to specific performances to a maximum for safety reasons. Participants and visitors must adhere to these guidelines.
6. Anyone participating in the event and/or activities and who is within the event building and/or site, with or without the permission of the organization, is deemed to be familiar with the above conditions and provisions and deemed to have accepted them.

Agreements

Agreements are entered into for a fixed period and at a pre-arranged rate, excluding VAT. No standard media agency discount is granted on the rates.

The Parties agree an invoicing schedule. We offer three invoicing options.

- 100% at the start of the agreement
- 50% at the start of the agreement, 50% after six months
- 50% at the start of the agreement, remainder quarterly for next three quarters
- Separate placements are invoiced on or before the publication date
- Agreements relating to projects and events are invoiced by agreement but must be paid before the start of the event or before the end of the project concerned.

Payment period: 30 days

This agreement is subject to Dutch law.