PHYSICAL LEADS INTERNATIONAL B.V. · UK EDITION

General Terms and Conditions

These terms apply to every agreement between Physical Leads International B.V. and its clients in the United Kingdom. The processing of personal data is governed by the Processor Agreement that forms part of each agreement.

ARTICLE 1 Definitions

In these General Terms and Conditions:

a. **Physical Leads:** the company identified in Article 2;
b. **Client:** the customer with whom Physical Leads has concluded an Agreement and/or who is negotiating one with Physical Leads;
c. **Agreement:** every arrangement or assignment between Physical Leads and the Client for the provision of Services by Physical Leads to the Client;
d. **Party / Parties:** the Client and Physical Leads together, or each individually as a contracting party;
e. **In Writing:** by post, by email or by WhatsApp message;
f. **Third Party:** any other natural or legal person who is not a party to the Agreement, with the exception of Leads;
g. **Lead:** a natural person who, through campaigns, advertisements, forms, funnels or other marketing activities carried out by Physical Leads, expresses interest in the Client's services and leaves contact details or other information in order to be contacted by the Client;
h. **Services:** the services offered by Physical Leads, including but not limited to attracting new patients (lead generation), recruiting staff (recruitment), increasing retention through marketing and communication strategies (such as campaigns to reactivate existing and former patients of the clinic), building websites, and setting up, optimising and supporting commercial and operational processes within the clinic;
i. **Deliverables:** all results of the Services delivered by Physical Leads under the Agreement, including marketing communications, campaigns, advertisements, job advertisements, websites, funnels, automations, content, reports, designs and other work or materials.

ARTICLE 2 Identity of Physical Leads

Physical Leads International B.V., trading as Physical Leads, Staringstraat 11, 6521 AE Nijmegen, the Netherlands, registered with the Dutch Chamber of Commerce (KvK) under number 42112510.

ARTICLE 3 General provisions

3.1 These General Terms and Conditions apply to every offer and all (legal) acts of Physical Leads and to every Agreement concluded between the Parties.

3.2 These General Terms and Conditions are provided to the Client electronically before or when the Agreement is concluded, in a way that allows the Client to store them easily on a durable medium. They are also available from Physical Leads on request.

3.3 If provisions of the Agreement conflict with these General Terms and Conditions, the provisions of the Agreement prevail.

3.4 Unless expressly agreed otherwise In Writing, the applicability of any other (general) terms and conditions is excluded.

3.5 Deviations from or additions to these General Terms and Conditions are only valid if expressly agreed In Writing between the Parties.

3.6 If Physical Leads does not always require strict compliance with these General Terms and Conditions, this does not mean that their provisions do not apply or that Physical Leads loses the right to require strict compliance in other cases.

3.7 If any provision of these General Terms and Conditions cannot be relied on by reason of reasonableness and fairness, or because it is unreasonably onerous, that provision shall in any event be given a meaning as close as possible in content and purpose, so that it can be relied on.

3.8 Physical Leads cannot guarantee that its work will always achieve the result the Client wants. An accepted assignment gives rise to an obligation to use best efforts and expressly not to an obligation to achieve a result, except where the Agreement expressly provides otherwise.

3.9 Physical Leads is entitled to engage Third Parties for the performance of the Agreement.

3.10 Articles 7:404, 7:407(2), 7:408(1) and 7:411 of the Dutch Civil Code do not apply. The Client cannot terminate an Agreement for a fixed or minimum term before the end of that term, except as expressly provided in the Agreement or in these General Terms and Conditions.

ARTICLE 4 The offer

4.1 If an offer has a limited period of validity or is made subject to conditions, this is expressly stated in the offer.

4.2 A quotation or offer by Physical Leads is without obligation, unless expressly agreed otherwise In Writing by Physical Leads. An offer without obligation may be revoked by Physical Leads after acceptance.

4.3 The offer contains a complete and accurate description of the Services offered, detailed enough for the Client to make a proper assessment of it.

4.4 Obvious mistakes or errors, for example in amounts shown, do not bind Physical Leads.

ARTICLE 5 The Agreement

5.1 The Agreement is concluded when the Client accepts the offer and meets any conditions attached to it.

5.2 Physical Leads reserves the right not to perform a concluded Agreement, for example if it has good reason to doubt that the Client will (be able to) meet its (financial) obligations. If Physical Leads refuses, it informs the Client In Writing within a reasonable period after the Agreement was concluded.

5.3 The Client's right of suspension and right of set-off are excluded.

5.4 In addition, Physical Leads has the right to set off and/or to suspend the Services if the Client has outstanding debts or does not, not fully or not properly fulfil its obligations.

5.5 These General Terms and Conditions also apply to future, additional and follow-up Agreements.

5.6 Agreed delivery periods are always indicative and are not strict deadlines. Exceeding a period therefore does not entitle the Client to compensation, unless the Agreement expressly provides otherwise.

ARTICLE 6 Deployment of Physical Leads' staff

6.1 Physical Leads designates one of its staff as the point of contact for the performance of the Agreement, who keeps in touch with the Client about the progress and performance of the Services.

6.2 The staff member is selected on the basis of the Client's information and the knowledge, experience and skills of Physical Leads' staff.

6.3 Physical Leads may replace the assigned staff member, for example in case of illness, holidays or other operational reasons, taking the continuity of the Services and the Client's interests into account as far as possible.

6.4 Physical Leads' staff may also work for other clients, provided this does not adversely affect the quality and progress of the Services for the Client.

6.5 The deployment of staff may vary within reasonable limits, depending on Physical Leads' operational needs.

ARTICLE 7 Obligations of the Client

7.1 The Client ensures that all information, documents, access, input, feedback and approvals needed to perform the Agreement are provided to Physical Leads in time, completely and correctly, and informs Physical Leads immediately of relevant changes. Physical Leads is not obliged to check this information. The consequences of incorrect, incomplete or late provision, including extra costs or reduced results, are for the Client's account.

7.2 The Client designates one permanent contact person who is authorised to coordinate and take decisions on the Client's behalf.

7.3 The Client obtains all permissions required under copyright law and other applicable law and regulations from the persons concerned for the use of images for marketing purposes. Any liability or costs resulting from the absence, withdrawal or lapse of such permission are entirely for the Client's account.

7.4 If the Client fails to meet these obligations, Physical Leads may suspend the Services or terminate the Agreement, while retaining the right to payment for work already performed and costs already incurred.

ARTICLE 8 Use of artificial intelligence (AI)

8.1 Physical Leads may use artificial intelligence (AI), including generative AI tools, to support content creation, analysis, design, automation or other work in performing the Services.

8.2 AI output may contain inaccuracies, omissions or similarities with existing works. The Client must check and approve results from the Services carefully before using or publishing them. After approval, responsibility for their use and publication lies with the Client.

8.3 Physical Leads will not enter confidential personal data or commercially sensitive information of the Client into public AI tools where this is incompatible with applicable law.

ARTICLE 9 Dissolution and notice periods

9.1 If the Client fails to fulfil one or more of its obligations, or fails to do so in time or properly, is declared bankrupt, applies for a (provisional) moratorium or suspension of payments, enters into insolvency or administration proceedings, liquidates its business, or if its assets are wholly or partly seized, Physical Leads is entitled, at its option, to suspend the performance of the Agreement immediately or to terminate and/or dissolve the Agreement in whole or in part by written notice, without prior notice of default, in each case without prejudice to its right to compensation for costs, damage and interest.

9.2 After any initial term set out in the Agreement, the Agreement may be terminated In Writing each month with effect from the end of a month, subject to a notice period of 1 (one) month, unless the Agreement provides otherwise.

9.3 Regardless of how the Agreement ends, Physical Leads is entitled to payment for all work performed, costs incurred and investments made up to the moment of termination.

ARTICLE 10 Liability

10.1 Physical Leads is not liable for the Client's indirect loss, including consequential loss, loss of profit, lost savings and loss due to business interruption.

10.2 If Physical Leads is liable for the Client's direct loss, that liability is limited, per event or series of related events, to the fee stipulated for the Agreement (excluding VAT). If the Agreement is for a term of more than 6 (six) months, or for an indefinite period, the amount involved is set at the total of the fees (excluding VAT) for the last 6 (six) months.

10.3 Compensation will never exceed the amount paid out by Physical Leads' liability insurance.

10.4 Direct loss means exclusively:

a. reasonable costs incurred by the Client to make the Services delivered by Physical Leads conform to the Agreement, provided Physical Leads has first had the opportunity to remedy this itself within a reasonable period; this substitute loss is not compensated if the Agreement is terminated by or at the request of the Client;
b. reasonable costs incurred to establish the cause and extent of the loss, insofar as this relates to loss within the meaning of these General Terms and Conditions;
c. reasonable costs incurred to prevent or limit loss, insofar as the Client shows that these costs have limited loss within the meaning of these General Terms and Conditions.

10.5 The limitations of liability in this article do not apply if the loss results from intent or wilful recklessness on the part of Physical Leads.

10.6 The Client indemnifies Physical Leads against any claims by Third Parties who suffer loss in connection with the performance of the Agreement, insofar as that loss is attributable to the Client.

10.7 Physical Leads is not liable for loss caused by auxiliary persons within the meaning of Article 6:76 of the Dutch Civil Code, unless there is intent or wilful recklessness on the part of Physical Leads or the auxiliary person.

10.8 Any right to compensation is always conditional on the Client reporting the loss to Physical Leads In Writing as soon as possible after it arises. Every claim for compensation against Physical Leads lapses 12 (twelve) months after the loss was discovered.

10.9 Physical Leads is not liable for loss of any kind arising because Physical Leads relied on incorrect and/or incomplete information provided by the Client, or because the Client provided that information late.

10.10 Physical Leads is not liable for loss suffered by the Client as a result of failing to meet its obligations under Article 7.

10.11 Physical Leads is not liable for any loss arising because Third Parties engaged or used by it, including software suppliers, hosting providers, platforms and application providers, temporarily make their services unavailable, or change, restrict or discontinue them.

ARTICLE 11 Force majeure

11.1 In addition to Article 6:75 of the Dutch Civil Code, a failure by Physical Leads to fulfil any obligation towards the Client cannot be attributed to Physical Leads in the event of a circumstance beyond its control that wholly or partly prevents it from fulfilling its obligations, or as a result of which fulfilment cannot reasonably be required of it. Such circumstances include disruptions or outages of the internet, advertising platforms, software, tools or systems (such as Meta, Google, CRM or email systems), computer viruses, extreme weather, (danger of) fire, (threat of) war, restrictions or changes by Third Parties, cyber incidents, sickness absence, pandemics, strikes and government measures.

11.2 If such a situation prevents Physical Leads from fulfilling its obligations, those obligations are suspended for as long as it cannot fulfil them. If the force majeure situation has lasted 30 (thirty) calendar days, both Parties may dissolve the Agreement in whole or in part In Writing. Physical Leads is then not obliged to compensate any loss, even if it gains any advantage from the force majeure situation.

11.3 If the Agreement ends because of force majeure, Physical Leads is entitled to payment for the hours already worked or investments already made at the time the Agreement ends.

ARTICLE 12 Warranty on the Services of Physical Leads

12.1 Physical Leads takes care to act as a proper service provider. It therefore warrants that the Services it delivers comply with the Agreement, with the specifications and/or particulars stated in the offer, with reasonable requirements of usability and soundness, and with the statutory provisions and/or government regulations in force on the date the Agreement was concluded.

12.2 If a Service has not been performed properly, Physical Leads will, promptly after the Client's complaint, choose either to perform the Service properly after all or to deduct a proportionate part of the fee (whether or not already paid by the Client).

12.3 Videos and video shoots are assessed by Physical Leads for usability. If, in Physical Leads' opinion, a video or video shoot is unusable, Physical Leads arranges a new video shoot free of charge. If the video or video shoot is usable but the Client is not satisfied with, for example, its style, look or personal preferences, there is no right to a free new video shoot; if the Client requests a new shoot in that case, the Client bears the costs.

12.4 The warranty lapses if:

a. the Client or Third Parties engaged by the Client make changes to campaigns, funnels, automations, software settings or other Services delivered by Physical Leads;
b. shortcomings result wholly or partly from incorrect or incomplete information from the Client;
c. shortcomings result from disruptions, changes or restrictions in software, platforms or services of Third Parties, including advertising platforms, CRM systems and automation software;
d. statutory requirements, platform policies or government measures require changes to the performance of the Services; and/or
e. the Client does not comply with the obligations in Article 19.4.

ARTICLE 13 Prices

13.1 All amounts are in pounds sterling (£) and exclude VAT and other levies imposed by the government, unless agreed otherwise.

13.2 Physical Leads may adjust recurring fees once a year by the change in the UK Consumer Prices Index (CPI, published by the Office for National Statistics) over the preceding 12 (twelve) months. Fees are not adjusted during a guarantee period, an initial or minimum term, or for one-off prices such as a purchase price or programme fee.

13.3 The agreed amounts are based on cost factors at the time of the offer. Physical Leads reserves the right to pass on to the Client changes in cost factors arising 3 (three) months after the Agreement is concluded over which it has no reasonable influence, such as increases in excise duties, social security charges, insurance premiums or VAT, up to a maximum of 20% (twenty percent) of the original amount.

13.4 Physical Leads also has the right to increase the amounts stated in the offer by more than the 20% (twenty percent) maximum referred to above. In that case the Client has the right to terminate the Agreement with effect from the date the price change takes effect, also during an initial or minimum term. Physical Leads always announces such a price change to the Client 1 (one) month before it takes effect.

13.5 A composite price quotation does not oblige Physical Leads to perform part of the Agreement for a corresponding part of the price quoted.

13.6 Discounts and quoted amounts do not automatically apply to future and/or follow-up Agreements.

ARTICLE 14 Payment and invoicing

14.1 Unless provided otherwise in the Agreement or additional terms, the amounts owed by the Client are collected automatically after invoicing through the payment service provider engaged by Physical Leads (a Third Party), by card or Bacs Direct Debit. The Client expressly authorises this Third Party to collect these payments. Physical Leads has no influence on how this Third Party processes and executes payments.

14.2 If an automatic collection fails, the Client must pay the invoice within 30 (thirty) days of the invoice date, or within that period contact Physical Leads to agree an alternative payment arrangement. If the Client fails to do so, it owes Physical Leads £185 (one hundred and eighty-five pounds) excluding VAT in administration costs.

14.3 If the Parties have agreed that the Client pays by bank transfer instead of automatic collection, the payment term is 30 (thirty) days from the invoice date.

14.4 The Client must inform Physical Leads immediately of any errors in payment details provided or stated.

14.5 If the Client disagrees with an invoiced and/or collected payment, or wishes to withdraw its authorisation for automatic collection, it can contact Physical Leads at the email address stated on the invoice.

14.6 If the Client does not pay on time, Physical Leads notifies the Client of the late payment and gives it 7 (seven) days to pay after all. If payment is not made within those seven days, the Client is in default. The Client then also owes statutory (commercial) interest on the amount outstanding, and Physical Leads is entitled to charge the Client the extrajudicial collection costs it has incurred.

14.7 In the event of (a reasonable prospect of) bankruptcy, liquidation, a moratorium or any other insolvency or debt arrangement procedure, Physical Leads' claims against the Client and the Client's obligations towards Physical Leads become immediately due and payable.

14.8 Payments made by the Client always go first towards all interest and costs owed, and then towards the longest-outstanding invoices that are due, even if the Client states that the payment relates to a later invoice.

ARTICLE 15 Complaints and acceptance of Deliverables

15.1 The Client must report complaints about the Services or Deliverables to Physical Leads promptly and In Writing. For a shortcoming that is immediately apparent on performance or delivery, the Client must complain within 7 (seven) days of performance or delivery.

15.2 Complaints about shortcomings that are not immediately apparent must be reported to Physical Leads In Writing no later than 30 (thirty) days after the Client discovered them, or reasonably should have discovered them. These include technical errors, faulty integrations, errors in automations, and software, tracking and campaign settings.

15.3 The Client must give Physical Leads at least 4 (four) weeks to investigate a complaint and remedy any shortcoming.

15.4 If the Client does not complain in time, all rights in respect of the shortcoming lapse and the Services and/or Deliverables are deemed to have been performed or delivered in accordance with the Agreement and accepted, unless the Client had already accepted them In Writing earlier.

15.5 Complaints do not suspend the Client's payment obligations.

ARTICLE 16 Assignment

If the Client acts in the course of a profession or business and assigns or pledges financial rights and obligations under the Agreement to a Third Party, the Client informs Physical Leads In Writing as soon as possible of the assignment or pledge and of the identity of the new creditor.

ARTICLE 17 Additional work

17.1 If Physical Leads, at the Client's request or with its prior consent In Writing, carries out work outside the content or scope of the Agreement, this is additional work. The Client owes an additional fee for it at Physical Leads' usual rates or at the rate agreed in advance.

17.2 The Client accepts that additional work may affect the planning, performance, objectives and results of the Services.

17.3 If a fixed price has been agreed, Physical Leads informs the Client In Writing in advance (where possible) of the financial consequences of the additional work.

ARTICLE 18 Intellectual property

18.1 All intellectual property rights relating to and/or resulting from the Agreement performed by Physical Leads, including but not limited to campaigns, advertising copy, content, strategies, funnels and templates, rest with Physical Leads, unless the Agreement expressly provides otherwise. The Client obtains only a non-exclusive and non-transferable right of use for the duration of the Agreement, insofar as this expressly follows from these General Terms and Conditions and the law. Any other or further right of the Client is excluded.

18.2 The materials and information provided by Physical Leads are intended solely for use by the Client. The Client may not disclose or reproduce them in any form, including editing, selling, making available, distributing or integrating them into networks (whether or not after editing), unless Physical Leads has given permission In Writing or this follows from the nature of the Agreement.

18.3 Unless expressly agreed otherwise In Writing, the Client may not grant sub-licences to Third Parties.

18.4 Physical Leads has the right to use the Client's name and logo as a reference or for promotion.

18.5 The Client indemnifies Physical Leads against claims by Third Parties concerning intellectual property rights.

18.6 If Physical Leads holds the copyright in a portrait made on the Client's instructions, the Client gives Physical Leads permission to publish the work. Such publication therefore does not infringe the Client's image rights.

18.7 If the Client acts in breach of this article, it owes an immediately payable penalty of 3 (three) times the amount stipulated for the Agreement, without prejudice to Physical Leads' right to claim (additional) damages. For an Agreement for an indefinite period, the amount stipulated for the Agreement means the fees owed under it in the 12 (twelve) months before the breach.

ARTICLE 19 Management of the Services

19.1 Physical Leads is entitled at any time to make changes to the technical and non-technical facilities relating to the Services, including changes to the software used.

19.2 The Client shall behave as may be expected of a responsible and careful user of the Services.

19.3 The Client is always responsible for any use, including unauthorised use, made of the rights of use and access granted to it. The Client takes appropriate and reasonable measures to prevent misuse and/or unauthorised use. The Client may not share rights of use and/or access with Third Parties, unless the Parties have agreed otherwise In Writing.

19.4 The Client shall at all times follow the instructions given by Physical Leads for the use of the Services, including instructions, manuals and training materials such as training videos relating to the technical and non-technical facilities referred to in this article.

19.5 A change which, in Physical Leads' reasonable opinion, requires a significant, non-temporary adjustment on the Client's side will be communicated to the Client as soon as possible. The Client cannot claim compensation or damages, but has the right to terminate the Agreement with effect from the date of the announced change.

19.6 Physical Leads reserves the right to discontinue or remove technical Services if they cause a disruption or delay of the system. Physical Leads assesses whether there is such a disruption or delay and may block, remove or discontinue the technical Services without prior notice to the Client, or otherwise take measures to resolve the disruption or delay. In these circumstances the Client is never entitled to damages or compensation, nor may it dissolve the Agreement.

19.7 Physical Leads is entitled, without prior announcement, to take its Services (temporarily) out of use or to restrict their use insofar as necessary for reasonably required maintenance or for necessary adjustments or improvements made by (or on behalf of) Physical Leads, without the Client becoming entitled to damages or compensation.

ARTICLE 20 Confidentiality

20.1 The Parties must keep confidential all confidential information they obtain from each other in connection with the Agreement. Information is confidential if a Party has said so or if this reasonably follows from the nature of the information.

20.2 The Parties also impose this confidentiality obligation on their employees, auxiliary persons and Third Parties engaged by them.

20.3 The Parties may not share confidential information with Third Parties without the other Party's prior permission In Writing. This includes information about working methods, campaigns, strategies, software, contact details, personal data and other commercially sensitive information.

20.4 This confidentiality obligation continues after the Agreement ends.

20.5 Physical Leads may use the results and figures obtained from the Services for statistical, comparative and marketing purposes, provided they are fully anonymised and cannot be traced back to the Client.

20.6 If the Client breaches this article, it forfeits to Physical Leads, without further notice of default, an immediately payable penalty of £25,000 (twenty-five thousand pounds) per breach, without prejudice to Physical Leads' right to full compensation.

ARTICLE 21 Non-solicitation of staff

21.1 During the term of the Agreement and for 1 (one) year after it ends, the Client may only employ, or otherwise directly or indirectly have work for it, staff of Physical Leads who are or have been involved in performing the Agreement with Physical Leads' prior permission In Writing.

21.2 Physical Leads will not withhold such permission if the Client has offered appropriate compensation. Appropriate compensation means at least 10 (ten) months' salary.

ARTICLE 22 Final provisions

22.1 Agreements between the Parties are governed exclusively by Dutch law.

22.2 The Parties will try as far as possible to resolve disputes through consultation.

22.3 All disputes between the Parties are settled exclusively by the competent court in the district in which Physical Leads has its registered office, without prejudice to any dispute resolution procedure agreed in the Agreement.

22.4 Provisions of these General Terms and Conditions and the Agreement which are intended to remain in force after the Agreement ends continue to apply in full after it ends.

22.5 Physical Leads is entitled to amend or supplement these General Terms and Conditions. It will inform the Client of the amendments or additions in good time, and at least 30 (thirty) days will pass between that notice and the entry into force of the amended or supplemented terms. If the Client does not accept them, it may terminate the Agreement In Writing with effect from the date they enter into force, also during an initial or minimum term.

22.6 An Agreement itself can only be amended In Writing by both Parties.