

**General terms and
conditions of JL Digital
B.V.**

Version 2024

1. Definitions

1.1 In these general terms and conditions, the following terms are used in the following meanings unless expressly stated otherwise:

- a. JL Digital B.V.: the user of these general terms and conditions, registered with the Chamber of Commerce under the number 93090722, hereinafter referred to as "JL Digital";
- b. other party: the natural or legal person on whose instructions JL Digital delivers products and/or performs services, or with whom JL Digital enters into an agreement or is discussing or negotiating the conclusion of an agreement;
- c. Agreement: the agreement between JL Digital and the other party;
- d. Product: the product or service provided by JL Digital.

2. General

2.1 These general terms and conditions shall apply to every offer, quotation and agreement between JL Digital and the other party to which JL Digital has declared these general terms and conditions applicable, insofar as these general terms and conditions have not been expressly deviated from by the parties in writing or electronically (e-mail).

2.2 These general terms and conditions also apply to all agreements with JL Digital and any third parties involved in an agreement.

2.3 Any deviations from these general terms and conditions are valid only if expressly agreed upon in writing or electronically.

2.4 The applicability of any purchase or other conditions of the other party is expressly rejected. JL Digital's General Terms and Conditions shall always prevail herein, notwithstanding the provisions of Article 2.3.

2.5 Should one or more of the stipulations in these general terms and conditions be null and void or nullified, the other stipulations of these general terms and conditions will remain fully applicable. JL Digital and the other party will then consult to agree on new provisions to replace the void or nullified provisions, taking into account as much as possible the purpose and meaning of the original provision.

3. Offers and quotations

3.1 All offers are without obligation unless the offer specifies a deadline for acceptance.

3.2 Prices included in quotations or offers are in euros and exclusive of VAT.

3.3 JL Digital is only bound to the offers if the acceptance thereof is confirmed by the other party in writing or electronically within 30 days.

3.4 The other party guarantees the accuracy and completeness of the requirements and specifications of the performance and other data on which JL Digital bases its offer, provided by or on behalf of JL Digital.

3.5 If an order is quoted on an after-the-fact basis, the quoted prices serve only as a guide price, the actual costs incurred by JL Digital will be passed on.

3.6 If the acceptance deviates (on minor points) from the offer included in the quotation, JL Digital is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance.

3.7 A composite quotation does not oblige JL Digital to perform part of the order at a corresponding part of the quoted price.

3.8 Offers or quotations do not automatically apply to future orders.

3.9 Obvious errors or mistakes in JL Digital's quotation, website, leaflets or publications do not bind JL Digital.

3.10 JL Digital has the right to refuse orders without giving reasons.

4. Establishment of the agreement

4.1 Agreements and amendments thereto are established at the time the other party has accepted them in writing or electronically by sending an order confirmation.

4.2 Under no circumstances shall JL Digital be bound to begin executing the agreement before the other party has returned the order confirmation to JL Digital for approval.

4.3 If JL Digital has started execution to the knowledge and knowledge of the other party, the offered agreement, applicable to the work in question, shall be considered as such and accepted.

5. Execution of the agreement

5.1 All obligations of JL Digital arising from the agreement are best efforts obligations.

5.2 JL Digital will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

5.3 JL Digital will determine the manner in which and by which persons the agreement will be executed, but will take into account the wishes expressed by the other party as much as possible.

In doing so, JL Digital shall be entitled in the execution of the agreement, with notification to the other party, to engage third parties, to obtain goods from third parties, to purchase services from third parties and to have the agreement performed in whole or in part by third parties and to pass on the related costs to the other party. Article 7:404 of the Civil Code is expressly excluded.

5.4 JL Digital is always entitled to ask the other party to provide adequate security for the fulfillment of its (future) payment obligation(s). JL Digital is entitled to suspend the execution or further execution of the agreement until the requested security has been provided.

5.5 If it is agreed that the agreement will be executed in phases, JL Digital may suspend execution of those parts belonging to a subsequent phase until the other party has approved the results of the preceding phase.

6. Modification of the agreement

6.1 If during the execution of the agreement it appears that for proper execution it is necessary to change or supplement the work to be performed, the parties will timely and in mutual consultation adjust the agreement accordingly.

6.2 If the parties agree that the agreement will be amended or supplemented, this may affect the time of completion of the execution. JL Digital will inform the other party of this as soon as possible.

6.3 If the amendment or supplement to the agreement will have financial and/or qualitative consequences, JL Digital will inform the other party in advance.

6.4 If a fixed fee has been agreed upon, JL Digital will indicate the extent to which the amendment or supplement to the agreement will result in an overrun of this fee.

6.5 If the delivery includes a design, the order will cover one revision after consultation with the other party. Major revision, multiple revisions or changes to the original order are not included in the agreed price and will be charged separately unless other arrangements have been made in advance.

7. Obligation of the other party

7.1 The other party shall ensure that all data, equipment and areas that JL Digital indicates are necessary or that the other party should reasonably understand are necessary to execute the agreement are provided to JL Digital in good time.

7.2 If the other party makes software, telecommunications facilities, websites, materials, databases or data on an information carrier available to JL Digital, these

meet the specifications prescribed by JL Digital. JL Digital shall never be liable for damages or costs due to transmission errors, breakdowns or unavailability of these facilities, unless the other party proves that these damages or costs are the result of intent or gross negligence on the part of JL Digital.

7.3 The parties are obliged to inform each other without delay of facts and circumstances that may be relevant in connection with the performance of the agreement.

7.4 The other party must refrain from conduct that makes it impossible for JL Digital to properly execute the agreement.

7.5 JL Digital assumes that the other party complies with all its legal obligations.

7.6 If JL Digital or third parties engaged by JL Digital perform work in the context of the agreement at the opposite party's location or a location designated by the opposite party, the opposite party shall provide the facilities reasonably required by these employees free of charge.

7.7 The other party shall indemnify JL Digital for any claims by third parties, who suffer damage in connection with the execution of the agreement and which is attributable to the other party.

7.8 If the other party has not fulfilled its obligation stated in this article, JL Digital shall be entitled to suspend the execution of the agreement and/or to charge the extra costs resulting from the delay to the other party according to the usual rates.

8. Quality and warranty

8.1 With due observance of what has been stipulated in the order confirmation and in the accompanying technical specifications, the products to be delivered must: a. with respect to quantity, description and quality be in accordance with what has been stated in the order confirmation; b. be of sound workmanship; c. deliver the performance as described in the order confirmation; d. be entirely suitable for the purpose made known by the other party.

8.2 In case of delivery of goods, including written software programs obtained by JL Digital from third parties, JL Digital gives no further guarantee to the other party than JL Digital itself can give to its suppliers. In the event of production or design faults in the aforementioned goods, JL Digital shall only be obliged towards the other party to do its utmost to rectify the faults or to deliver replacement goods.

8.3 Regarding the services provided by JL Digital, JL Digital is obliged to do its utmost to the best of its ability. JL Digital does not give any guarantee that the intended results of the aforementioned services will actually be realized by the other party. All rights to a guarantee lapse if the other party or third parties without explicit written permission from JL Digital.

JL Digital - has/have made repairs, modifications or manipulations of any kind to the goods delivered.

9. Completion

9.1 The delivery or completion dates given by JL Digital are not to be considered deadlines.

9.2 In the event that JL Digital exceeds any deadline for delivery or completion, as quoted or confirmed by JL Digital, JL Digital can only be blamed for this if the fact that it exceeds the deadline is attributable to its actions or omissions or those of its employees or third parties.

9.3 In the event that a (delivery) deadline agreed upon with the other party is exceeded as a result of an event, which is beyond the control of JL Digital and cannot be attributed to its acts and/or omissions as a result of an event, as further described in these general terms and conditions, this deadline shall be extended automatically by the period that it was exceeded as a result of such event.

9.4 The risk of loss of or damage to the products that are the subject of the agreement shall pass to the other party at the time they are legally and/or actually delivered to the other party and thereby brought under the control of the other party or a third party to be designated by the other party.

10. Fee

10.1 The parties can only agree on a fixed fee in writing or electronically when the agreement is concluded.

10.2 For assignments with a duration of more than 2 months, fees due may be charged periodically.

10.3 If no fixed fee is agreed upon, the fee will be determined on the basis of JL Digital's rates. The fee will be calculated according to JL Digital's usual rates, valid for the period in which the work is performed, unless a different rate has been agreed upon.

10.4 JL Digital is entitled to pass on price increases if JL Digital can demonstrate that between the time of offer and delivery, the rates with respect to e.g. wages or government measures have risen significantly.

10.5 JL Digital is entitled to increase a fixed agreed fee if, during the execution of the work, it appears that the originally agreed or expected amount of work was underestimated to such an extent when the agreement was concluded, and this is not attributable to JL Digital, that JL Digital cannot reasonably be expected to perform the agreed work at the originally agreed fee.

10.6 In the event of a price increase, the other party is entitled to dissolve the agreement if the fee or rate is increased within 3 months of entering into the agreement. The other party is not entitled to dissolve if the authority to increase the fee or rate arises from a power under the law.

10.7 JL Digital will notify the other party in writing or electronically of its intention to increase the fee or rate. JL Digital will state the scope of and the date on which the increase will take effect.

10.8 If the prices for the offered products increase in the period between the order and its execution, the other party is entitled to cancel the order or to dissolve the agreement within 5 working days after notification of the price increase by JL Digital.

10.9 If the other party, after an agreement is established, wishes to cancel it on grounds other than those mentioned in Article 13, all costs, including VAT, incurred up to that point will be charged and must be paid to JL Digital in accordance with the terms of payment.

11. Payment

11.1 When an agreement is concluded, the other party must pay 50% of the quoted amount to JL Digital as a down payment, unless otherwise agreed in writing.

11.2 Payment of the remaining amount of the goods and/or services delivered by JL Digital must be made within 30 days of the invoice date unless otherwise agreed in writing. After the expiry of 30 days from the invoice date, the other party who remains in default of timely payment, without notice of default being required, shall be in default by operation of law.

11.3 If the other party fails to settle the claim after a reminder and notice of default, JL Digital may pass on the claim for collection, in which case the other party will be liable for all judicial and extrajudicial costs in addition to the total amount owed.

11.4 In case of liquidation, bankruptcy, attachment or suspension of payment of the other party, JL Digital's claims against the other party shall be immediately due and payable.

11.5 Payment shall be made without discount or set-off, unless otherwise agreed in writing.

11.6 Payments made by the other party always serve to settle firstly all interest and costs due, and secondly due invoices that have been outstanding the longest, even if the other party states that the payment relates to a later invoice.

11.7 JL Digital may retain the goods, products, property rights, data, documents, data files received or generated within the framework of the agreement, despite an existing obligation to surrender them, until the other party has paid all amounts due to JL Digital.

12. Complaints and statute of limitations

12.1 Complaints must be submitted in writing or electronically to JL Digital by the other party within 14 days after the complaint is discovered or could reasonably have been discovered, failing which the other party shall be deemed to have unconditionally accepted the product or work performed. Use or resale of purchased goods and services shall in all cases count as acceptance.

12.2 Complaints will not be considered if it appears that the other party or unauthorized third parties have changed something on the product that is directly or indirectly related to the complaint, except in the event that this is done with the prior knowledge of JL Digital and in emergencies where it is impossible for the other party to have met with JL Digital beforehand, but has nevertheless informed JL Digital of the emergency immediately.

12.3 If a complaint is justified, JL Digital will still perform the work as agreed or deliver a replacement product, unless this has become demonstrably useless to the other party. The other party must make this known in writing or electronically.

12.4 If the subsequent performance of the agreed work or delivery of a new product is no longer possible or useful, JL Digital will only be liable within the limits of the Liability article of these general terms and conditions.

12.5 All claims against JL Digital that have not been submitted to JL Digital in writing or electronically within 1 year of their arising shall expire by prescription.

13. Dissolution and suspension

13.1 JL Digital is authorized to dissolve the agreement if the other party does not or not completely fulfill its obligations under the agreement.

13.2 Furthermore, JL Digital is authorized to dissolve the agreement if circumstances arise of such a nature that fulfillment of the agreement becomes impossible or can no longer be required by standards of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement can no longer be reasonably expected.

13.3 JL Digital is authorized to suspend fulfilment of its obligations under the agreement if, after the agreement has been concluded, JL Digital learns of circumstances that give it good reason to fear that the other party will not fulfil its obligations.

fulfillment. In the event that there is good reason to fear that the other party will only partially or improperly fulfill its obligations, suspension shall only be permitted to the extent justified by the failure.

13.4 If the agreement is dissolved, JL Digital's claims against the other party are immediately due and payable. If JL Digital suspends fulfillment of its obligations, JL Digital shall retain its claims under the law and the mutual agreement.

14. Return of items made available

14.1 If JL Digital has made items available to the other party in the execution of the agreement, the other party shall be obliged to return the items made available within 14 days in their original condition, free of defects and in their entirety.

14.2 If the other party, for whatever reason, after a reminder to do so, remains in default with the obligation referred to in paragraph 1 of this article, JL Digital shall be entitled to recover the resulting damage and costs, including replacement costs, from the other party.

15. Indemnities

15.1 If the other party provides JL Digital with information carriers, electronic files or software, etc., the other party guarantees that they are free of viruses and defects.

15.2 The other party shall indemnify JL Digital from financial damages resulting from fines for use of illegal software or possession of copies.

16. Liability

16.1 JL Digital cannot be obliged to compensate for any damage that is a direct or indirect result of: a. an event that is in fact beyond its control and therefore cannot be attributed to any act and/or omission on the part of JL Digital, as further described in Article Force Majeure of these General Terms and Conditions; b. any act or omission on the part of the other party, its subordinates, or other persons employed by or on behalf of the other party.

16.2 JL Digital is not liable for damages, of whatever nature, because JL Digital has relied on incorrect and/or incomplete information provided by the other party, unless such incorrectness or incompleteness should have been apparent to JL Digital.

16.3 JL Digital is not liable for any accidents with the delivered product, due to e.g. improper or incompetent use.

16.4 Under no circumstances shall JL Digital be liable for damage, which has occurred or been caused by the other party using the product for a purpose other than that for which it was purchased.

16.5 If the other party or a third party makes changes to the products and/or services delivered and/or installed by JL Digital, JL Digital excludes all liability with regard to the operation and possible (consequential) damage.

16.6 The other party shall indemnify JL Digital against all claims by third parties, however named, for damage and/or loss that these third parties may incur in connection with the products and/or services delivered or to be delivered by JL Digital.

16.7 JL Digital shall never be liable for damages or costs due to transmission errors, failures or unavailability of software and/or databases and/or other computer facilities.

16.8 JL Digital shall never be liable for the use of illegal software on the part of the other party. Not even if the other party orders the installation of such illegal copies.

16.9 JL Digital shall never be liable for indirect damages, including consequential damages, lost profits, missed savings and damages due to business interruption.

16.10 JL Digital is not liable for defects in third-party quotes or for overruns of third-party quotes.

16.11 JL Digital does not accept any liability if, against JL Digital's advice, the other party demands that certain work must nevertheless proceed.

16.12 The other party is obliged, if reasonably possible, to retain copies of materials and data provided by him until the order is completed. If the other party fails to do so, JL Digital cannot be held liable for damage that would not have occurred if these copies had existed.

16.13 If JL Digital should be liable for any damage, JL Digital's liability shall be limited to the invoice value of the order, at least to that part of the order to which the liability relates, and in any event to the amount paid out by the insurer to JL Digital in the case in question.

16.14 The limitations of liability for direct damage contained in these general terms and conditions do not apply if the damage is due to intent or gross negligence on the part of JL Digital or its subordinates.

17. Force majeure

17.1 Force majeure on the part of JL Digital shall exist, inter alia, if JL Digital is prevented from fulfilling its obligations under the agreement or its preparations as a result of war, threat of war, civil war, riots, revolution, acts of war, fire, water damage, flooding, government measures, import and export impediments, defects in materials or unavailability of materials (including computers and other means of telecommunication), strikes, blockades, sit-down strikes, irreplaceable employees, transport difficulties due to weather conditions and traffic disruption, all of which may occur both at JL Digital's company and at the other party's company as well as at the companies of third parties involved in the agreement.

17.2 Force majeure shall include a failure of JL Digital's suppliers as a result of which JL Digital is unable to fulfill its commitments, on time or in full.

17.3 When the force majeure situation on the part of JL Digital has lasted longer than 1 month, the parties have the right to dissolve the agreement.

17.4 Insofar as JL Digital has already partially fulfilled its obligations under the agreement at the time the force majeure occurred or will be able to fulfill them and insofar as independent value can be attributed to the part already fulfilled or to the part to be fulfilled, JL Digital is entitled to invoice the part already fulfilled or to be fulfilled separately. The other party shall be obliged to pay these invoices as if they were a separate agreement.

18. Secrecy

18.1 Both parties are obliged to keep confidential all confidential information they have obtained from each other or from other sources in the context of their agreement. Information is considered confidential if it has been communicated by the other party or if it arises from the nature of the information. The party receiving confidential information shall use it only for the purpose for which it was provided.

18.2 If a statutory provision or a judicial decision obliges JL Digital to disclose confidential information to third parties designated by the law or by the competent court and JL Digital cannot invoke a legal right to refuse to give evidence or such a right acknowledged or permitted by the competent court, JL Digital shall not be liable for damages or compensation and the other party shall not be entitled to dissolve the agreement on the grounds of any damage resulting from this.

19. Intellectual property

19.1 All documents provided by JL Digital, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are intended solely for the use of the other party and may not be reproduced, made public, or disclosed to third parties by the other party without the prior permission of JL Digital, unless the nature of the documents provided dictates otherwise.

19.2 JL Digital reserves the right to use the knowledge gained from the execution of the work for other purposes, as long as no confidential information is brought to the knowledge of third parties.

19.3 JL Digital is entitled to sign the commissioned work.

19.4 As long as no express written or electronic agreements are made in this regard, JL Digital is free to use the product for its own portfolio, publicity or promotion.

20. Software copyright

20.1 The copyright and all other rights of industrial and intellectual property concerning computer software designed by JL Digital for the other party and advice provided remain at all times entirely with JL Digital. The other party is obliged to protect the aforementioned rights of JL Digital to the best of its ability and shall not remove any indications of these rights from the software. Furthermore, the other party explicitly agrees to refrain from any act and/or omission that may constitute an infringement of JL Digital's rights.

20.2 Without the express written permission of JL Digital, the other party is prohibited from making changes to software designed by JL Digital.

21. Final Provisions

21.1 JL Digital reserves the right to amend the general terms and conditions and to apply the amended terms and conditions to existing agreements. JL Digital will announce the amendment in a timely manner and the amendments will take effect 30 days after written announcement.

21.2 If the other party does not accept the change, it may dissolve the agreement without judicial intervention, subject to any financial obligations of the other party.

21.3 The parties will only resort to court after they have made every effort to settle a dispute by mutual agreement.

21.4 Any agreement between JL Digital and the other party shall be governed by the laws of the Netherlands.