



## General Terms and Conditions

### Article 1: Definitions

**1.1 General Terms and Conditions:** These general terms and conditions as amended from time to time.

**1.2 Client:** Any (legal) person who wishes to conclude or has entered into an agreement with the Contractor.

**1.3 Contractor:** VENGEAN B.V., having its registered office in The Hague.

**1.4 Parties:** The Client and the Contractor jointly.

**1.5 Agreement:** An arrangement established by both parties in a physical or digital document setting out the agreements regarding the work to be performed by the Contractor and accepted by the Client.

### Article 2: Applicability

**2.1** These General Terms and Conditions apply to all legal acts and every offer, assignment, service, etc., between the parties, even if they do not lead to or are not related to an Agreement.

**2.2** Unless expressly agreed otherwise in writing, the applicability of any other general terms and conditions is excluded.

**2.3** Deviations from these General Terms and Conditions are valid only if expressly agreed upon in writing between both parties.

**2.4** If any provision of these General Terms and Conditions or an Agreement proves to be null and void or is annulled, this shall not affect the validity of the General Terms and Conditions or the Agreement as a whole. Parties shall consult to agree on a new provision to replace the void or annulled provision, whereby the purpose and intent of the original provision shall be observed as much as possible.

### **Article 3: Agreement and Termination**

**3.1** An Agreement shall only have legal effect once it has been signed or confirmed by both parties.

**3.2** The Contractor reserves the right, without stating reasons, not to execute a signed Agreement, for example, if it has reasonable doubt or information that the Client will not be able to meet its (financial) obligations. If the Contractor refuses, it shall notify the Client in writing within 14 days of signing, or later if there are justified grounds.

**3.3** An Agreement is entered into for a period of one year unless parties have expressly agreed otherwise in writing.

**3.4** Termination of an Agreement shall be done by registered mail observing a notice period of one week. Any costs already incurred by the Contractor will be charged to the Client.

**3.5** Either party may terminate the Agreement in writing, in whole or in part, with immediate effect and without notice of default if the other party is granted a moratorium (suspension of payments) or debt restructuring under the WSNP, if a petition for bankruptcy is filed, or if the business is liquidated or terminated (other than for reconstruction or merger). In the event of bankruptcy of the Contractor, the right to use software provided to the Client shall lapse by operation of law.

### **Article 4: Prices**

**4.1** All prices are in Euros and exclusive of VAT and other government-imposed levies unless otherwise agreed.

**4.2** The Contractor reserves the right to change prices at any time outside the contract term.

### **Article 5: Payment**

**5.1** Parties have made payment agreements in the Agreement. Payment must be made in accordance with the provisions of the Agreement.

**5.2** The Client is at all times obliged to pay the agreed price in full via direct debit or within the stipulated term of 14 calendar days.

**5.3** If parties have agreed on an additional payment arrangement, this will be confirmed separately in writing.

**5.4** If the Client is in default of its payment obligations, all extrajudicial costs shall be borne by the Client. These are fixed at 25% of the agreed price with a minimum of €199.00.

**5.5** In the event of bankruptcy or liquidation, all claims of the Contractor shall be immediately due and payable.

**5.6** Payments made by the Client shall first serve to settle interest and costs, and secondly, the longest outstanding invoices.

**5.7** If the Client fails to pay, the Contractor is entitled to suspend or cease work.

## **Article 6: Changes and Additional Work**

**6.1** If the Contractor performs work outside the scope of the Agreement at the request or with the prior written consent of the Client, such work shall be compensated at the Contractor's usual rates.

**6.2** The Client accepts that additional work may affect the agreed objectives and timelines.

## **Article 7: Execution**

**7.1** The Client shall provide all necessary data (including FTP and CMS login details) in a timely manner. If data is not provided on time, the Contractor may suspend performance or dissolve the Agreement extrajudicially, without prejudice to the right to full payment.

**7.2** The Contractor shall perform the Agreement to the best of its insight and ability.

**7.3** The Contractor does not guarantee that the desired result will always be achieved. The Agreement constitutes an **obligation of means** and not an **obligation of result**.

## **Article 8: Completion**

- 8.1** Any agreed term for completion is indicative and never a strict deadline.
- 8.2** The Contractor shall notify the Client if a deadline is expected to be exceeded.

## **Article 9: Confidentiality**

- 9.1** Parties are obliged to maintain the confidentiality of all confidential information obtained within the framework of the Agreement.
- 9.2** The Contractor has the right to use the Client's name and logo as a reference.

## **Article 10: Exclusivity**

- 10.1** For the duration of the Agreement, the Client grants the Contractor the exclusive right to perform the assigned project unless otherwise agreed in writing.

## **Article 11: Intellectual Property**

- 11.1** All intellectual property rights relating to the services remain with the Contractor. The Client only obtains the rights of use expressly granted by these terms or by law.
- 11.2** Documents provided by the Contractor are intended solely for use by the Client and may not be disclosed or reproduced without written permission.
- 11.3** All information remains the property of the Contractor and must be returned upon request after the Agreement ends.
- 11.4** The Contractor reserves the right to use knowledge gained during execution for other purposes, provided no confidential information is shared with third parties.

## **Article 12: Liability**

- 12.1** Total liability is limited to the compensation of direct damage up to the amount of the price stipulated for that Agreement (excl. VAT), with a maximum of **€10,000**.
- 12.2** Liability for death, bodily injury, or material damage to property shall never exceed **€10,000**.
- 12.3** Liability for indirect damage, consequential damage, lost profits, and loss of data is excluded, except in cases of willful misconduct or gross negligence.
- 12.4** A condition for any right to compensation is that the Client reports the damage in writing as soon as possible. Claims expire after 12 months.

### **Article 13: Force Majeure**

**13.1** Neither party is obliged to fulfill any obligation if prevented by force majeure, including failures by third-party suppliers.

**13.2** If force majeure lasts longer than 90 days, either party may terminate the Agreement in writing.

### **Article 14: Equipment & Software**

**14.1** The Client is responsible for the equipment, facilities, and communication costs required to access the network and receive services.

### **Article 15: Management**

**15.1** The Contractor may make technical changes to facilities and services.

**15.2-15.4** The Client shall behave as a responsible user and follow instructions provided by the Contractor.

**15.7** The Contractor may temporarily suspend services for maintenance without liability for damages.

### **Article 16: Transfer**

**16.1** Neither party may transfer rights or obligations to third parties without written consent.

### **Article 17: Governing Law and Jurisdiction**

**17.1** Dutch law applies to these terms and all agreements.

**17.2** Disputes shall be brought exclusively before the competent Court.

### **Article 18: Personal Data (Data Processing Agreement)**

**18.1** Personal data will not be provided to third parties unless required by law or agreement.

**18.2-18.4** The Client is the **Controller** and VENGEAN B.V. is the **Processor** under the GDPR. Articles 18 through 30 constitute the **Data Processing Agreement**.

## **Article 19: Purposes of Processing**

**19.1** Processing shall take place solely for the delivery of products and services under the underlying agreement.

**19.3** Data remains the property of the Controller/Data Subjects.

## **Article 20: Obligations of Processor**

**20.1** The Processor shall comply with applicable data protection laws.

**20.3** The Processor may engage other processors (sub-processors) and will notify the Controller in advance.

## **Article 21: Data Transfer**

**21.1** Processing may take place within the EU. Transfer to countries outside the EU is prohibited.

## **Article 22: Division of Responsibility**

**22.2** The Processor is only responsible for processing according to the Controller's instructions.

**22.3** The Controller guarantees that the content and use of the data are not unlawful.

## **Article 23: Security**

**23.1-23.2** The Processor will implement appropriate technical and organizational measures, including encryption, logical access control, and secured communication (HTTPS/SSL).

## **Article 24: Reporting Obligation**

**24.1** In the event of a data breach (Art. 33 GDPR), the Processor shall inform the Controller without unreasonable delay.

## **Article 25: Handling Requests from Data Subjects**

**25.1** The Processor will assist with requests for access, rectification, or erasure as far as possible and will notify the Controller.

## **Article 26: Confidentiality**

**26.1** The Processor is bound by a duty of confidentiality regarding all personal data received.

## **Article 27: Audit**

**27.1** The Processor shall provide cooperation for audits/accountability obligations under the GDPR, for which a reasonable fee may be charged.

## **Article 28: Liability (Data Processing)**

**28.1** Liability for a breach of this Processing Agreement is limited to the fees received in the month prior to the event and shall never exceed the amount covered by insurance.

**28.3** Indirect and consequential damages are excluded.

## **Article 29: Duration and Termination**

**29.1** This agreement takes effect upon the acceptance of the first assignment.

**29.3** Upon termination, the Processor shall destroy all personal data and copies within a reasonable period.

## **Article 30: Final Provisions**

**30.1** VENGEAN B.V. is entitled to transfer rights/obligations to subsidiaries or third parties (e.g., in a business transfer) without prior consent.

**30.2** Disputes shall be submitted to the competent court in **Amsterdam**.

## **Article 31: Location**

**31.1** These terms are published on the website of VENGEAN B.V.