

## TERMS AND CONDITIONS | SIRCLECREATIVE

Article 1. Definitions: which definitions do we use in these terms and conditions?

Capitalized words in these terms and conditions have the following definitions.

1.1 General terms and conditions: these general terms and conditions, which apply to the Agreement.

1.2 You. When we refer to you in this text, we mean you as the party entering into a contract with us. So our customer. This also includes your legal successors.

1.3 Agreement. The contract of assignment between you and us.

1.4 Parties. You and us.

1.5 Website. <https://www.sirclecreative.com>.

1.6 We. When this text refers to we or us, it means:

SircleCreative located at Maaswijkstraat 118 in The Hague with zip code 2586 CH. Our Chamber of Commerce Number is 78204240 and this is our VAT number: NL003300404B68.

Article 2. Applicability: when do the General Terms and Conditions apply?

2.1 The General Terms and Conditions apply to all our offers, quotations and all agreements. These are declared applicable in our quotations that you sign for approval. You hereby declare that you agree to these terms and conditions.

2.2 Your general terms and conditions or purchasing conditions or other terms and conditions (give it a name) do not apply.

2.3 We may deviate from our Terms and Conditions, but only if we have agreed with you in writing.

2.4 It is possible that we deviate from our terms and conditions in our actions. Of course to your advantage. You cannot derive any further rights from this. We can always demand strict compliance with the (other) General Terms and Conditions from you.

2.5 The General Terms and Conditions, including exclusions of liability, also apply to third parties that we may engage to assist us in the performance of the Agreement.

Article 3. The offer: are you immediately bound?

3.1 No. The quotation is without obligation and valid until 30 days after the date of receipt of the quotation. After that date, the offer expires and/or we may change/withdraw it.

3.2 We also have the right to change or withdraw the quotation if we have based the quotation on incorrect or incomplete information provided by you.

Article 4. The Agreement: when is it concluded and when does it end?

4.1 The Agreement is concluded by offer and acceptance. This means that it is concluded when you have signed the order confirmation that we send for approval, have received the down payment, we confirm an order to you in writing or when we have started the work for you.

4.2 If your acceptance deviates from our offer, we are not automatically bound by it. We are only bound if we explicitly agree to this (= by e-mail).

4.3 The Agreement ends:

- automatically upon completion of the work as referred to in the Agreement and when all amounts due have been paid to us;
- immediately if we terminate the Agreement if you file for suspension of payment or bankruptcy, if this suspension of payments is granted or bankruptcy is declared or if your company is liquidated because you are going out of business. Termination or cancellation is done by e-mail.
- by early termination (you can cancel at any time immediately and we can cancel at any time). Once certain work has already been carried out, the 50% will not be refunded unless otherwise agreed in writing. For example, if less than 50% or no work has been carried out at all. If the project is almost completed (more than 50% of the work), an extra invoice will follow based on the percentage of how far the project has been completed. This is done in consultation with you.
- See also Article 13. Duration and Termination for more detailed information on this topic.

#### Article 5. Content: what can you expect from us?

5.1 We are going to help you grow and prosper! The exact agreements, including the activities and the time schedule, are stated in the Quotation. This can be a custom Quote, but you can also purchase an x number of hours that we will use for you per month / quarter.

5.2 Marketing is a great profession where a lot of profit can be made. We are very good at what we do. The only thing we cannot guarantee is a certain result. We are responsible for deploying the right marketing tools for the budget you make available to us. We would like to add that we always give 100% effort to achieve the best possible result for you. In other words: our work is carried out to the best of our knowledge and ability.

5.3 If we wish, we may also engage third parties to help us with the work. We will always check whether it is necessary and choose our cooperation partners carefully. If engaging these third parties leads to additional costs, we will discuss this with you.

5.4 Terms stated in the Quotation are in principle target terms and not hard deadlines. This is only different if we have explicitly stated this in the Quotation.

5.5 If we have agreed on a certain period, this period will only start to run once we have received all the information we need from you. It is up to you to provide the correct information and to inform us immediately of any change in circumstances. Of course only if they can be important for the implementation of the Agreement.

#### Article 6. Scope of assignment: what if it changes?

6.1 There is talk of additional work if there are changes in the Agreement that cause higher costs. This can happen, for example, if you request different activities from us than initially agreed. This can also come into play when you provide a large amount of input or if there is of an extensive or additional feedback round. See also Article 14.

6.2 Because we do not want you to pay too much, but we also do not want to earn too little, we charge the costs for additional work afterwards (subsequent calculation).

This unless we have agreed otherwise in writing. If you want to purchase more hours than we initially agreed, this will be immediately increased and we will send an invoice.

6.3 The starting point is that we always enter into consultations about the additional work, the costs involved and the time schedule that can be changed as a result. This way, neither we nor you will be faced with surprises.

Article 7. Euros: what investment do we ask of you and under what conditions?

7.1 The Agreement specifies the costs that you must pay to us.

Amounts in the Agreement are exclusive of VAT.

7.2 If we have agreed customization, we will in principle send you an invoice at the end of the month/quarter in which these activities were performed.

7.3 We reserve the right to only start working for you when we have received payment.

7.4 The payment term of the invoice is 14 days, unless we have agreed otherwise.

7.5 You may always terminate the Agreement prematurely. For any reason. You then only pay for the work that we have already carried out, including any costs of third parties that we have put to work for you. Did you transfer more? Then we will refund you the difference.

Do we cancel the Agreement? Then we will still perform the agreed work during the notice period of one month and charge the agreed amount for this.

7.6 We will include deviating payment arrangements in the Agreement.

7.7 And now for a bit of formal talk. We hope that it does not have to come to that, but: if the payment term of 14 days is exceeded, a reminder will follow with a new payment term of 14 days. If that payment term has expired without you having paid, you are in default. From the due date of the invoice, you owe the statutory commercial interest and also the costs that we have to incur to still get paid. These are extrajudicial collection costs (amount = 15% of the principal sum) and - in the worst case - the reasonable costs incurred in a lawsuit. Will you still pay? In that case, the interest and costs owed will first be deducted from that amount. What is left over is deducted from the principal sum.

7.8 If payment is not made, we have the right to suspend our work. To be fair: no money, no work. We also have the right to withhold documents and data that we have in our possession, with the exception of the personal data that we process for you. We're going to treat this with restraint, you know. We prefer to consult first.

Article 8. Confidentiality: how do we as Parties deal with confidential information?

8.1 We will keep confidential all information that we receive or see from you in the context of the Agreement.

8.2 You must, of course, keep any information we give you confidential if you know or can assume that this information is confidential.

8.4 What is Confidential Information? Well, in any case: all our and your company data, but also the trade secrets and know-how. What is also very confidential is what we and you agree with customers and relations, who these customers and relations are and what the content and purport of negotiations and contacts with these parties.

8.4 Both we and you impose this confidentiality on our staff and third parties engaged by us.

Article 9. Personal data: how important is privacy?

9.1 We process personal data in the context of the Agreement. These are data of your employees or parties engaged by you, as well as of your customers. You can read how we handle this in our privacy statement. You can find it in the footer of our Website. If you have any questions about this, we'll be happy to answer them.

9.2 We are and will remain a marketing agency. This means that we can also use your data for direct marketing purposes for ourselves. For example, we can add you to the mailing list or call you for specific promotions.

9.2 If we process personal data on your behalf (for example because we have access to social media accounts or because we manage e-mail campaigns for you), we conclude a processing agreement that meets the requirements of privacy legislation. The core of this agreement is that you have and keep control over this data.

Article 10. Liability: what if things don't go as expected?

10.1 Our commitment is 100%, but things may not work out as expected. In that case we always consult. Should it come to that, we are only liable for the damage as included in this article 10 and in the law.

10.2 In the event of damage, we are only liable for direct damage. Our liability is limited to a maximum of the invoice value of the Agreement or actually more to that part of the Agreement to which the liability pertains (if that can be distinguished). In all cases, our liability is limited to the amount paid out by our insurer.

10.3 What is direct damage? By this we only mean the reasonable costs incurred are made to:

- determine the cause and extent of the damage;
- still perform the Agreement correctly (repair); and,
- limit or prevent further damage.

These costs only fall under direct damage if it is determined that the damage can be attributed to us.

10.4 We are never liable for indirect damage. This is consequential damage, lost profit, missed savings or damage due to stagnation in your company. We are also not liable for damage that arises because we have assumed incorrect or incomplete information that you have provided.

10.5 If you believe that we are not complying with the Agreement, please let us know by e-mail and state, with reasons, what you expect from us. Please allow us a reasonable time to meet your expectations. We are only in default if we do not comply with this. Only then can we be held liable

be made. Of course you no longer have to give us a term if it is impossible to comply.

10.6 If we cannot properly perform the Agreement due to your fault, you are responsible and liable for this yourself.

10.7 The limitations of liability do not apply if the damage is the result of intent or gross negligence on our part.

10.8 You indemnify and hold us harmless against all claims from third parties arising out of or in connection with our work. If we are addressed anyway, you will assist us in and out of court. If you do not do this, we will take care of this ourselves and send you the bill for all damage we suffer as a result.

10.9 We are not liable under any circumstances in the event of cybercrime. We will do everything we can to prevent this and recommend that you join our SircleCare membership at every website. There we can constantly monitor the website and protect it as much as possible against unwanted behavior. However, we cannot offer a 100% security guarantee.

Article 11. Force majeure: what if we are unable to perform our work?

11.1 If we are unable to work due to force majeure, the law releases us from the agreed term or any delivery obligation. We may then suspend the work. In that case you are not entitled to compensation of costs or damage.

11.2 Force majeure is a broad concept and is defined by law and jurisprudence.

In principle, this concerns all external causes, both foreseen and unforeseen, over which we have no influence but as a result of which we are unable to meet our obligations. This is the case, for example, in the event of illness or incapacity for work of the persons who have to perform the work

implementation, in the event of technical complications, government measures, strikes, malfunctions, etc

11.3 In case of force majeure, we will inform you as soon as possible. If the force majeure situation lasts more than 30 days, both we and you have the right to terminate the Agreement. We may have already done some of the work by then. We will charge the costs for this, unless the part performed has no independent value at all.

Article 12. Intellectual property: how do we handle the content we produce for you?

12.1 The law automatically grants us the rights to the works we produce, the content. Since we get to work for you and deliver customization, we transfer these rights to you. After all, you pay for this. This is done by signing the Agreement.

12.2 The transfer of rights takes place at the time (and therefore on the condition) that all amounts due have been paid to us. Until then, we remain the copyright holder and you may only use the content if we give permission.

12.3 This transfer includes, among other things, all powers belonging to copyright worldwide.

12.4 It won't happen soon, but still. We create unique content and it is customized as much as possible. We always have the right to reuse (parts of) this content - without having to pay anything - for ourselves or for other assignments. We don't have to keep reinventing the wheel. Of course we will never copy the content 1-on-1.

12.5 In the event that external persons appear on the images, written approval must be arranged when these images are to be used for publications. We will provide as many images as possible where this is not the case. In the event that this is the case and you would like to use these images for publications, the responsibility lies with you. We are happy to assist with this where possible.

Article 13. Duration and Termination

13.1 The development of a new marketing and/or communication analysis (the creative process) by us for you is regarded as a one-off commitment and therefore has no term. Naturally, a delivery time for the product is agreed in a verbal or written agreement.

13.2 We have the right to terminate the agreement(s) with immediate effect without notice of default or judicial intervention if it appears that third parties are carrying out maintenance or have carried out maintenance on products that are maintained by us.

13.3 We have the right to terminate the agreement(s) with immediate effect without notice of default or judicial intervention if you do not, improperly or incompletely comply with the agreement(s) concluded with us, including the associated delivery conditions.

13.4 We have the right to terminate the agreement(s) with immediate effect without notice of default or judicial intervention if the client has been declared bankrupt, has applied for or obtained suspension of payments or has otherwise lost the free management of his assets. You are then not entitled to any compensation.

13.5 If you decide to terminate the agreement, a notice period of one month to 30 days applies.

13.6 The moment we part ways and stop hosting the website, all software licenses will be removed. We will inform you about which software you have to purchase yourself.

#### Article 14. Feedback

14.1 During the creative process it is logical that we will arrive at a desired result through feedback rounds. There are a number of guidelines that we use for this.

14.2 We offer one large and three small feedback rounds for each (sub) project. With Web design, this can involve, for example, a complete re-design of a page and thus bring it to your liking within the sections. With (Visual) Content, it can be about creating a new editing style. This has to do with post-processing.

14.3 All feedback must be shared in writing via email. Only constructive (substantive) feedback is acceptable.

14.4 In the event that the visual content is not successful during a production day due to technical failure, weather conditions or other unforeseen circumstances, a new production day will be scheduled with you.

14.5 No additional production day will be scheduled if the content is not satisfactory, but the assignment has been carried out as agreed. New costs will be charged for scheduling an extra production day. This will be discussed in advance and must be agreed in writing. This is considered an additional assignment.

14.6 In the event that the work is not to your satisfaction and we cannot resolve it with the feedback rounds, we will part ways and the 50% deposit will remain with us. Unfortunately, the content that has been produced may not be used, unless otherwise agreed in writing.

#### Article 15. Final provisions: what are the dots on the i?

15.1 We can always change the Agreement. We will do this in writing.

15.2 If certain provisions in the Agreement, including the General Terms and Conditions, do not hold up for whatever reason, we will consult to see which provisions will replace them. The other provisions will of course continue to apply.

15.3 We assume that we are all doing our best. Don't like something? Then report it as soon as possible. Then we look at this and try to get out of this together. In the worst case, we go to court. In that case, the competent court of the South Netherlands court is the only court that may hear our case. Fortunately, it is subject to Dutch law, because that applies to the Agreement, including the General Terms and Conditions.

15.4 Finally, we reserve the right to change the General Terms and Conditions. If this happens during an ongoing assignment, you have the right to cancel the Agreement up to 14 days after we have made this known.