

General Terms and Conditions

Article 1. Definitions

The client is understood to be the one who has commissioned the work. The contractor is Hooked Concept, located at De Velduil 71, 3815 XT in Amersfoort, and registered with the Chamber of Commerce under number 81895909.

An assignment is the client's request to Hooked Concept to perform work for payment. These activities include everything Hooked Concept does and/or undertakes on behalf of the client, within the framework of the assignments provided by the client for communication purposes. A quotation is a budget specified to a greater or lesser extent for the costs associated with those activities.

Article 2 Applicability

2.1 These general terms and conditions of Hooked Concept, hereinafter referred to as "the conditions," exclusively apply to all quotations, offers, and/or agreements with Hooked Concept for the provision of services.

2.2 Conditions used by the client, of any kind, whether or not included in the general terms and conditions used by the contractor, are only applicable if expressly accepted in writing by Hooked Concept.

2.3 Mention or reference by the client to its own procurement, tendering, or other (general) terms and conditions is not accepted by Hooked Concept and does not make these procurement/tendering or other (general) terms and conditions applicable to the present agreement.

Article 3 Quotations

3.1 All quotations issued by Hooked Concept are non-binding, both regarding the price, delivery time, or otherwise stated in the quotation. No rights can be derived from a quotation. A quotation is valid for 30 days unless otherwise agreed. If a quotation is signed and returned for approval, it must be considered as an agreement.

3.2 Dimensions and data stated in drawings, images, catalogs, websites, quotations, advertising materials, standardization sheets, and the like are not binding for Hooked Concept.

Article 4 Conclusion of the agreement

Agreements are considered concluded from the day of signing the agreement by Hooked Concept, respectively the day of sending the written order confirmation by Hooked Concept, respectively the day on which Hooked Concept actually executed an order placed by the client.

Article 5 Amendments

Amendments to the agreement, as well as to these general terms and conditions, are only effective if expressly agreed upon in writing between the parties, except as stated in article 6.

Article 6 Price

6.1 The prices stated by Hooked Concept are exclusive of VAT and any shipping, transport, and postage costs, unless otherwise agreed in writing by Hooked Concept.

6.2 All provisional or definitive estimates, quotations, price quotations, or calculations provided by Hooked Concept are indicative unless Hooked Concept expressly indicates otherwise in writing. The contracting party can never derive any rights or expectations from the price quotation(s) provided by Hooked Concept.

6.3 If a 'fixed' price is included in the quotation, this price is considered the agreed price, taking into account the other provisions of these terms and conditions. If no 'fixed' price is included in the quotation, the amount to be paid by the client will be determined by a post-calculation based on the hourly rates applicable at Hooked Concept.

6.4 For rush orders confirmed as such by Hooked Concept to the client, Hooked Concept may charge an additional surcharge.

6.5 If one or more cost price factors increase after the date of conclusion of the agreement, or if there is an increase in duties or taxes or a cost-increasing change in the exchange rate, even if this occurs due to foreseeable circumstances, Hooked Concept is entitled to increase the agreed price accordingly.

6.6 If a portion of the agreed services has already been performed, the provisions of article 6.4 apply without restriction with regard to the services still to be performed by Hooked Concept.

6.7 Additional or reduced work agreed upon during the execution of the agreement will be settled with the agreed price.

Article 7 Start of agreement execution

The execution of an agreement will only commence if a quotation or written agreement has been signed, returned, and received by Hooked Concept.

Article 8 Execution, delivery, and deadlines

8.1 All mentioned or agreed (delivery) deadlines and (completion) dates by Hooked Concept are determined to the best of its knowledge based on the data available to it at the time of concluding the agreement. Any interim (completion) dates mentioned or agreed upon by Hooked Concept and the contracting parties are always provisional, do not bind Hooked Concept, and are always indicative.

8.2 The execution and delivery period commence from the day of written order confirmation, but not earlier than after Hooked Concept has received all data, documents, and the like necessary for the execution of the agreement from the client, or, if an advance payment has been agreed, not earlier than the day on which this payment has been received by Hooked Concept.

8.3 Hooked Concept is not bound by an (ultimate) deadline or (completion) date that cannot be met due to circumstances beyond its control occurring after the conclusion of the agreement. Hooked Concept is also not bound by an (ultimate) completion date or (delivery) deadline if the parties have agreed to a change in the content or scope of the agreement (additional work, change of specifications, etc.) or a change in the approach to the execution of the agreement. If exceeding any deadline is imminent, Hooked Concept and the contracting party will consult to discuss the consequences of the delay for further planning.

8.4 Exceeding the deadline does not oblige Hooked Concept to any compensation and does not give the client the right to terminate the agreement and/or suspend any other obligations arising from the agreement.

8.5 The start and duration of execution or delivery are based on the working conditions prevailing at the time of concluding the agreement and on timely performance of the agreement by third parties engaged by Hooked Concept. If, due to circumstances beyond the control of Hooked Concept, delay occurs due to a change in these working conditions and/or due to untimely performance by third parties engaged for the execution of the agreement, the start will be delayed as necessary or the period of execution or delivery extended.

8.6 Notwithstanding the provisions elsewhere in these conditions regarding the extension of the deadline, the period of execution and delivery is extended by the duration of the delay incurred by Hooked Concept due to the client's failure to fulfill any obligation arising from the agreement or to provide the cooperation requested for the execution of the agreement.

8.7 The mere exceeding of a (delivery) deadline or (completion) date mentioned by Hooked Concept or agreed upon between the parties, whether or not ultimate, does not put Hooked Concept in default. In all cases - therefore also if the parties have agreed upon an ultimate (delivery) deadline or (completion) date in writing and explicitly - Hooked Concept will only be in default of exceeding the time after the contracting party has put it in default in writing. The notice of default must contain a complete and detailed description of the default, allowing Hooked Concept to respond, and giving Hooked Concept a period of at least four weeks to rectify the default.

8.8 Hooked Concept is entitled to perform the agreement in parts unless expressly agreed otherwise in writing and/or the nature of the agreement opposes it. In the case of partial performance, each separate partial performance is considered to have been performed independently, and Hooked Concept is entitled to invoice for this partial performance. Partial performance also includes the delivery of a portion of the ordered goods, where applicable.

8.9 The shipment and method of delivery are determined by Hooked Concept unless otherwise agreed in writing. If a client wishes to receive a shipment differently, any associated (additional) costs and risks are at their expense.

Article 9 Privacy, Data Processing, and Security

9.1 If Hooked Concept deems it necessary for the execution of the concluded agreement, the contracting party shall promptly inform Hooked Concept in writing upon request about how the contracting party fulfills its obligations under legislation regarding the protection of personal data.

9.2 The contracting party indemnifies Hooked Concept against claims from individuals whose personal data are registered or processed in the context of a personal registration held by the contracting party or for which the contracting party is otherwise responsible under the law.

9.3 The responsibility for the data processed using a service provided by Hooked Concept lies solely with the contracting party. The contracting party guarantees Hooked Concept that the content, use, and/or processing of the data is not unlawful and does not infringe on any rights of a third party. The contracting party indemnifies Hooked Concept against any (legal) claims from third parties,

including the costs of (legal) defense, arising from these data or the execution of the agreement.

9.4 If Hooked Concept is obliged under the agreement to provide a form of information security, that security shall comply with the specifications regarding security as agreed upon in writing between the parties. Hooked Concept does not warrant that the information security will be effective under all circumstances. If an expressly described security is lacking in the agreement, the security shall meet a reasonable level, measured at the time of the conclusion of the agreement. The parties agree that the security level employed by Hooked Concept is presumed to be reasonable, unless proven otherwise by the contracting party.

9.5 If computer, data, or telecommunication facilities are used in the execution of the agreement or otherwise, Hooked Concept is authorized to assign access or identification codes to the contracting party. Hooked Concept is entitled to change assigned access or identification codes. The contracting party shall treat the access and identification codes confidentially and shall only disclose them to authorized personnel. Hooked Concept shall not be liable for any damage or costs resulting from the use or misuse of access or identification codes.

Article 10 Payment and Payment Terms

10.1 Unless otherwise agreed or stated on the invoice, payment of the agreed price shall be made within fourteen days after the invoice date. Without prejudice to other provisions in this agreement, Hooked Concept is always entitled to request an advance payment of 50% of the total price relating to the agreement from the client. All orders executed by Hooked Concept can be invoiced immediately.

10.2 Hooked Concept is always entitled to request security for the performance of payment obligations and to suspend the performance of the agreement until satisfactory security has been provided to Hooked Concept.

10.3 All payments shall be made without any deduction or setoff by the client to a bank account designated by Hooked Concept or (at the option of Hooked Concept) at the offices of Hooked Concept or at any other place determined by Hooked Concept.

10.4 Article 10.1 does not apply to agreements with a duration of at least 6 months, where a fixed monthly or term amount has been agreed upon by Hooked Concept and the client.

10.5 Monthly or term amounts resulting from an agreement as described in Article 10.4 shall be invoiced on a working day in the last week of the month, unless otherwise agreed. Payment of the agreed monthly or term amount shall be made within thirty days after the invoice date.

10.6 If the client fails to pay within the agreed deadlines, the client shall be liable for interest from the invoice date at a rate of 10% per calendar month, with any part of a month being considered a full calendar month, as well as all judicial and extrajudicial costs incurred in the collection of the claim. The extrajudicial costs are fixed at the collection rate used by the Dutch Bar Association, but with a minimum of €150.

10.7 Costs incurred by Hooked Concept in the context of legal proceedings, including legal costs as well as other costs of legal assistance, even if these costs are not awarded by the Court, shall be borne by the client unless Hooked Concept is ordered by the Court to bear the costs as the losing party.

10.8 In a situation as described in Article 14.3, all claims of Hooked Concept against the client become immediately due and payable.

10.10 For the purposes of this article, the term "client" also includes any parent, subsidiary, and/or sister company belonging to the client's group of companies and/or any other company affiliated with the client, regardless of its legal form.

10.11 Payments made by the client shall be deemed to constitute full settlement of all due interest and costs, and then of the oldest outstanding invoices, even if the client indicates that the payment relates to a later invoice.

Article 11 Complaints

11.1 Complaints regarding work performed or goods delivered, or concerning (the amount of) invoiced amounts, must be made to Hooked Concept by registered letter within 10 days after completion or delivery, but in any case no later than 10 days after the invoice date, failing which any liability of Hooked Concept in this respect shall lapse.

11.2 Hooked Concept must always be given the opportunity to inspect complaints. If, after being called upon to do so in writing by Hooked Concept, the client fails to comply, the complaint shall be deemed to have lapsed.

11.3 If a complaint by Hooked Concept is found to be wholly or partially justified, Hooked Concept, without prejudice to the other provisions of this agreement and at its discretion, is entitled to either completely or partially re-perform the agreement, replace the delivered goods completely or partially, proportionally reduce the agreed price, or determine fair compensation, with Hooked Concept always being entitled to demand the return of delivered goods in their original condition prior to re-performance.

Article 12 Liability

12.1 Any liability of Hooked Concept, including business damage, other (indirect) damage, as well as damage resulting from liability to third parties, is excluded, except in cases of intent or gross negligence on the part of Hooked Concept, and without prejudice to the provisions otherwise specified in these terms and conditions.

12.2 The liability of Hooked Concept for indirect damage, consequential damage, loss of profit, missed savings, reduced goodwill, damage due to business interruption, damage resulting from claims of customers of the contracting party, damage related to the use of items, materials, or software prescribed by the contracting party to Hooked Concept from third parties, and damage related to the engagement of suppliers prescribed by the contracting party to Hooked Concept is excluded. Also excluded is the liability of Hooked Concept for mutilation, destruction, or loss of data or documents and/or files and other electronic data.

12.3 The client bears full responsibility for the quality and legality of the items provided by him. Notwithstanding the other provisions in these terms and conditions, Hooked Concept is not liable for damage resulting from defects in the items provided by the client.

12.4 If the Court were to decide that Hooked Concept is not entitled to the limitation of liability determined in the preceding paragraphs, the liability of Hooked Concept shall at all times be limited to the invoice value, excluding turnover tax, of the work to which the liability relates, unless the coverage of Hooked Concept's liability insurers allows for further liability.

12.5 The client is obliged to indemnify and hold Hooked Concept harmless regarding all claims from third parties for compensation for damage, for which the liability of Hooked Concept is excluded in these terms and conditions in relation to the client, including liability under Article 6:171 Dutch Civil Code (liability for non-subordinates/subcontractors).

12.6 Hooked Concept cannot be held liable in any case for the use of content (texts, illustrations, photos, graphic material) from third parties provided with copyright protection. The client is at all times responsible for the content.

Article 13 Printing

13.1 If the work to be carried out by Hooked Concept for the contracting party consists of designing and producing printed matter, the following shall apply.

13.2 Hooked Concept shall provide the contracting party with one or more proofs. After the final (digital) proof has been accepted by the contracting party, the

responsibility for the accuracy of the printed matter and the texts lies with the contracting party. If the contracting party does not indicate within seven days of receiving the proof that changes are necessary, the proof will be considered approved.

13.3 The client is obliged to carefully check all items delivered by Hooked Concept, including but not limited to, layout, printing or other proofs or concepts for errors and defects, and to report any defects found as soon as reasonably possible, but in any case no later than 10 days after delivery, in writing to Hooked Concept, failing which the right to complaint shall lapse. Minor deviations do not justify complaints.

13.4 Hooked Concept can never be held liable by the contracting party for errors or mistakes in this printed matter, except in cases of intent or gross negligence. If, for whatever reason, errors occur in the printed matter that necessitate an adjustment, this adjustment shall be considered additional work, and the costs incurred shall be borne by the contracting party.

Article 14 Hosting services and domain names

14.1 Hooked Concept shall provide the hosting services agreed upon with the contracting party.

If the agreement includes the provision of disk space on equipment, the contracting party shall not exceed the agreed disk space unless the agreement explicitly regulates the consequences thereof. The contracting party shall only use the disk space for the data mentioned in the agreement. The agreement involves the provision of disk space on a server exclusively and specifically reserved for the contracting party only if expressly agreed upon in writing.

The use of disk space, data traffic, and other load on systems and infrastructure is limited to the agreed maximums. Unless otherwise agreed in writing, data traffic that is not used by the contracting party in a certain period cannot be transferred to a subsequent period. For exceeding the agreed maximums, Hooked Concept may charge an additional fee in accordance with the customary rates.

If the agreement includes providing access to the internet, Hooked Concept, unless otherwise agreed in writing, shall use its best efforts to establish connections to the internet through Hooked Concept's system, including providing the website hosted by Hooked Concept. Hooked Concept is not responsible for the infrastructure of the contracting party or that of third parties.

Unless otherwise agreed in writing, the contracting party is responsible for managing data, including checking the settings, using the service, and how the results of the service are deployed. The contracting party is also responsible for instructing and supervising users, regardless of whether these users are subordinate to the contracting party. In the absence of explicit agreements in this

regard, the contracting party shall install, configure, and maintain the (support) software itself, and if necessary, adjust the equipment, other software, and operating environment used, and ensure the desired cooperation between the various systems. Unless otherwise agreed in writing, Hooked Concept is not obliged to perform data conversion.

If the services of Hooked Concept under the agreement also include user support, Hooked Concept shall provide advice on the use and operation of the hosted websites by telephone or email. Hooked Concept may impose conditions on the qualifications and number of contacts eligible for support. Hooked Concept shall handle well-founded requests for support within a reasonable period based on the hourly rate then applied by Hooked Concept. Hooked Concept cannot guarantee the accuracy, completeness, or timeliness of responses or support provided. Support is provided, unless otherwise agreed, only on working days during Hooked Concept's regular opening hours.

14.2 Unless otherwise agreed in writing, the agreement does not include providing backup, contingency, and recovery services.

14.3 When Hooked Concept provides services to the contracting party under the agreement regarding a domain name, such as application, renewal, or assignment or transfer to a third party, the rules and procedures of the relevant authority(ies) must be taken into account. Upon request, Hooked Concept shall provide the contracting party with a written copy of those terms and conditions. Hooked Concept expressly disclaims any responsibility for the accuracy or timeliness of the service or the achievement of the intended results by the contracting party.

14.4 The contracting party is liable for all costs associated with the application and/or registration according to the agreed rates, or in the absence of agreed rates, the customary rates at Hooked Concept.

14.4 Hooked Concept does not guarantee that a domain name requested by the contracting party will be assigned to the contracting party.

14.5 Hooked Concept is not responsible for the content and composition of the domain name and the use made of the domain name. The contracting party warrants to Hooked Concept that it is entitled to use the domain name and that such use is not unlawful towards one or more third parties. The contracting party indemnifies Hooked Concept against any claim from a third party relating to the domain name, even if the domain name of the contracting party has not been registered by Hooked Concept.

14.6 Unless otherwise agreed in writing, the agreement also includes providing email addresses to the contracting party. The parties shall agree on the number of email addresses to be provided.

Article 15 Force Majeure, Suspension, and Termination

15.1 Force majeure shall be understood to mean any circumstance beyond the control of Hooked Concept - even if foreseeable at the time the agreement was concluded - which permanently or temporarily prevents the performance of the agreement, including but not limited to war, threat of war, civil war, riot, strike, lockout, fire, and other serious disruptions in the business of Hooked Concept or those of third parties engaged by it.

15.2 In the event of prevention of performance of the agreement due to force majeure, Hooked Concept is entitled to either suspend the performance of the agreement for a maximum of six months or (partially) terminate the agreement without Hooked Concept being obliged to pay any compensation.

15.3 If the client fails to meet any obligation arising from the agreement concluded with Hooked Concept or related agreements, or if there are reasonable grounds to fear that the client will not be able to fulfill its contractual obligations towards Hooked Concept, as well as in the event of bankruptcy, application of the statutory debt rescheduling scheme, suspension of payment, cessation, liquidation, or partial transfer of the client's business, including the transfer of a significant part of its receivables, as well as if a seizure is made against the client and this seizure is not lifted within a reasonable short period of time, Hooked Concept is entitled, without notice of default, to either suspend the performance of each of these agreements for a maximum of six months or (partially) terminate them, without Hooked Concept being obliged to pay any compensation and without prejudice to the further rights accruing to Hooked Concept.

Article 16 Cancellation

If a client cancels an order, they are obliged to reimburse Hooked Concept for the costs already incurred, and they owe a compensation of 25% of the agreed price as compensation, without prejudice to Hooked Concept's right to demand full performance of the agreement and/or compensation.

Article 17 Applicable Law/Competent Court

17.1 Dutch law shall exclusively apply to all offers, quotations, and/or agreements with Hooked Concept.

17.2 All disputes arising from or in connection with offers provided by Hooked Concept and/or agreements concluded with Hooked Concept shall be decided initially exclusively by the court having jurisdiction in the District of Amsterdam.

17.3 The provision in paragraph 2 is intended solely for the benefit of Hooked Concept. Therefore, Hooked Concept is at all times entitled to address the court that, apart from what is stated in paragraph 2, has jurisdiction.

Article 18 Retention of Title

18.1 Hooked Concept retains ownership of all items delivered by it to the client until the purchase price for all these items has been paid in full.

18.2 If, within the framework of the agreement, Hooked Concept performs work for the client that the client is obliged to remunerate, the retention of title applies until the client has also paid these claims from Hooked Concept in full. The retention of title also applies to claims that Hooked Concept may acquire against the client due to the client's failure to fulfill one or more of its obligations towards Hooked Concept.

18.3 Unless otherwise agreed in writing, Hooked Concept retains full intellectual property rights to all graphic work, ideas, and technical executions developed for the client. Despite the fact that Hooked Concept retains ownership of the delivered items until the purchase price is fully paid according to Article 18.1, Hooked Concept reserves the right to include the created work in its portfolio, including but not limited to the website, social media, and promotional material, to promote its services, unless the client objects to this use in writing within 14 days of delivery of the final product.

18.4 All intellectual property rights to the items delivered by Hooked Concept in the context of the execution of the agreement, including but not limited to, photos, designs, sketches, drawings, illustrations, etc., belong to Hooked Concept, unless otherwise agreed in writing.

18.5 The client guarantees Hooked Concept that it can use the delivered or made available items, data, ideas, concepts, and materials without hindrance. The client shall indemnify Hooked Concept, both in and out of court, against any claims from third parties in this regard, including, but not limited to, claims in the field of competition law and industrial and intellectual property law. Hooked Concept is not obliged to keep the items provided by the client for the execution of an agreement.

18.6 The editable design files created by Hooked Concept remain the property of Hooked Concept at all times unless otherwise agreed with the client.

18.7 In the event of a situation as mentioned in Article 15.3, Hooked Concept is entitled to reclaim the items delivered under retention of title, including any necessary disassembly. The client shall cooperate with Hooked Concept in this regard.

18.8 After reclaiming the items as mentioned in the previous paragraph, the client shall be credited for the market value of the items reclaimed, which shall in no event be higher than the original price, less the costs incurred for the reclamation.

18.9 Without the written consent of Hooked Concept, the client is not allowed to disclose or reproduce the delivered items or services or any part thereof, nor to grant rights to others thereon by means of license or otherwise, unless otherwise agreed in writing.

18.10 Any modification, addition, improvement, or adaptation of an item or service delivered by Hooked Concept can only be made with the consent of Hooked Concept. The intellectual property rights to modifications, additions, improvements, and adaptations belong to Hooked Concept without Hooked Concept owing any compensation for this unless otherwise agreed in writing. If necessary, the client undertakes to transfer these rights to Hooked Concept upon request received from Hooked Concept.

Amersfoort, January 2024