

# YONEGO AGENCY B.V. GENERAL TERMS AND CONDITIONS

## Clause 1 – Definitions

Definitions capitalised in this clause shall have the following meanings in these Terms and Conditions:

**Yonego:** Yonego Agency B.V., Yonego Holding B.V. and/or its subsidiaries or affiliated companies.

**Client:** Any legal entity to whom Yonego provides an offer/quote and/or who enters into an Agreement with Yonego for the provision of Services.

**Services:** Services performed by Yonego as part of the Agreement.

**Provision:** The Services to be provided by Yonego.

**Offer:** A no-obligation offer from Yonego to the Client. To provide Services, regardless of whether within the scope of a framework or partnership agreement.

**Partnership Agreement:** The Parties have entered into a partnership agreement wherein they have mutually agreed to collaborate in written form.

**Occasional Assignment:** Work performed by Yonego on a project basis for the Client and under the scope of the Partnership Agreement.

**Terms:** Yonego's terms and conditions of business

**Written:** By post or email or via Yonego's electronic system

**Parties:** Yonego and the Client

## Clause 2 – Validity

1. These Terms and Conditions apply to all – including future – offers, enquiries, quotes, Agreements, (Occasional) Assignments, service provision and other commitments where Yonego provides Services of any description whatsoever, except where expressly agreed otherwise in Writing.
2. If at any point the Client makes reference to its own general terms and conditions (of purchase), the validity of these is hereby expressly excluded. The Client agrees that these Terms and Conditions will apply equally to future agreements and Occasional Assignments between the Parties.
3. If one or more provisions of these Terms and Conditions is at any time found wholly or partially void, ineffective or otherwise invalid, the remaining provisions of these Terms and Conditions shall remain effective. In such an event, Yonego and the Client shall work together to agree on new provisions to replace the invalid or ineffective ones, taking into account as far as possible the aim and intent of the originals.
4. Where ambiguity exists regarding the interpretation of one or more provisions of these Terms and Conditions, the interpretation shall be made in line with the intent of these provisions.

## Clause 3 – Offers

1. All Offers, quotes and/or enquiries from Yonego are free of obligation, except where the Parties have agreed otherwise in Writing.
2. Where an Offer and/or quote from Yonego is accepted by the Client, Yonego is entitled to withdraw the Offer or quote within fourteen working days of receiving the Client's acceptance.
3. All quotes, Occasional Assignments, Offers, Partnership Agreements and other agreements are based on information available to Yonego at the time of issuing or preparing them. If changes occur affecting the circumstances on which Yonego relied when issuing the said Offers or quotes or when drafting the Partnership Agreement, including price changes, Yonego shall be entitled to factor these changes into the performance of the Partnership Agreement or Occasional Assignment, or to adjust the prices or the work.
4. Yonego cannot be bound by its quotes, Offers, Partnership Agreement, Occasional Assignments or other agreements if the Client can reasonably understand that it or any part of it contains an obvious mistake or clerical error.
5. Where Yonego sends Written confirmation to the Client, the contents shall be deemed accepted, except where the Client disputes it in Writing within seven (7) calendar days of being sent.

## Clause 4 – Prices/rates

1. All prices and rates in Offers, agreements and the Partnership Agreement are exclusive of sales tax (VAT), except where agreed otherwise.
2. Yonego is entitled to increase the price agreed if one or more of the following events after concluding the agreement: exchange rate increases, increased fixed costs, excise duties or services required for the execution of the Partnership Agreement or agreement, wages, employer's costs, social insurance or costs associated with other terms and conditions of employment, the introduction of new and/or an increase in existing official levies and/or other similar circumstances such that the Client may not expect the Partnership Agreement or agreement to proceed unaltered if applying standards of reasonable and fair behaviour. Such changes will be notified in Writing to the Client no later than one month before taking effect.
3. Where additional work is carried out at the request of, or in consultation with, the Client, Yonego will charge for the consequent costs in line with the prices or rates applicable at that time. Yonego is entitled to charge additional costs if the Client amends the assignment or if, while performing the work, the information provided by the Client on which the fixed price is based turns out to be incorrect or incomplete.

## Clause 5 – Lead times and complaints

1. Lead times and delivery dates indicated by Yonego are indicative and do not constitute deadlines.
2. Yonego is entitled to suspend work until the Client has met all outstanding (payment) obligations in respect of Yonego. If this situation lasts longer than 1 month, Yonego will be entitled to terminate the agreement, without any obligation towards the Client in terms of compensation.

## Clause 6 – Payment of invoices

1. The Client must pay the price agreed within 14 calendar days of invoicing, with no right of set-off or deduction. This payment obligation applies in full even in the event that the Client exercises its right to complain.
2. Where payment is not made by the due date, the Client is in default from that point on, without Yonego having to send

any further reminder or notice of default. Where the Client fails to pay on time, the Client shall owe Yonego statutory annual interest at a rate of 10%, or - if higher - statutory commercial interest as referred to in Article 6:119a of the Dutch Civil Code.

3. Where the Client disputes Yonego's invoice, this query must be reported In Writing to Yonego within 14 calendar days after the Client receives the relevant invoice. If the Client exceeds this timeframe, the Client shall be obliged to pay the amount stated on the invoice.
4. By paying the invoice, the Client is accepting the work performed by Yonego as well as the invoice terms.
5. Any costs for collecting amounts outstanding from the Client, both in and out of court, will be charged to the Client.
6. Payments made by the Client to Yonego shall always be allocated as payment for outstanding invoices, including any interest and/or costs due.

#### **Clause 7 – Intellectual property rights**

1. All intellectual property rights over goods delivered by Yonego are vested in Yonego. The Client is, therefore, not permitted to use Yonego's work, which is protected under these rights, without Yonego's consent, other than in the course of normal use provided for under the Agreement. For this normal use provided for under the Agreement, Yonego grants the Client a non-exclusive, non-transferable licence under the conditions set out in the Agreement and these General Terms and Conditions. This licence is not granted to companies or institutions affiliated to the Client (even in part) except where otherwise agreed in writing.
2. The Client is not permitted to remove or change any marking concerning the confidential nature or concerning copyrights, brands, trade names or other rights of intellectual or industrial property belonging to Yonego found in, inter alia, Yonego's software, website, data files, equipment or materials, without consent in writing.
3. Where and to the extent that the services provided result in Yonego using the Client's intellectual property, the Client hereby explicitly grants permission to use the intellectual property for the purpose of the performance of the Agreement. In the event that the Parties wish to use the intellectual property of a third party, who is not a party to the Agreement, for performance of the Agreement, the Party proposing the use of that material shall ensure the consent of that third party.
4. The Client shall indemnify Yonego against any damages and costs including legal costs resulting from any infringement of Yonego's intellectual property rights by the Client or a third party engaged/contracted by the Client or an end user; the Client shall, in such an event, be liable for all damages and costs including legal costs in respect of Yonego. Where appropriate, Yonego shall be entitled to suspend work or delivery until clarification has been sought surrounding the alleged infringement.

#### **Clause 8 – Acceptance**

1. The Client is obliged to offer full assistance in the (completion) of the service provision and/or projects, as well as to accept the goods or services provided. Where the Client fails to accept delivery, Yonego shall be entitled to charge related costs to the Client.
2. Yonego accepts no liability whatsoever for damage caused to the Client and/or third parties as a result of the provision of goods or services including installing these.

#### **Clause 9 – Confidentiality**

1. The Client is aware that services provided by Yonego include Yonego's confidential information and trade secrets and the Client undertakes not to disclose or share such confidential information and trade secrets provided with any third party.
2. The Client will instruct its staff accordingly and will ensure that employees can engage with the goods or services supplied only where this is necessary by virtue of their work for the Client.
3. Yonego is obliged to maintain confidentiality with respect to third parties regarding information provided to it by the Client and to treat it as confidential. Yonego shall instruct its staff accordingly and will ensure that employees will engage with the Client's business and information only where this is necessary by virtue of their work for Yonego.
4. Yonego and the Client guarantee that all information received from each other that is known or should be known to be of a confidential nature will remain so, except where a statutory duty requires disclosure of that information. Any Party obtaining confidential data will use it purely in-house and for the purpose for which it was provided. Information shall at all times be considered confidential where it is designated as such by the Parties.

#### **Clause 10 – Transfer restriction**

The Client is not permitted to transfer any rights or obligations arising under the Agreement and/or Occasional Assignments to third parties without Yonego's prior written consent.

#### **Clause 11 – Non-solicitation clause**

For the term of the Agreement and for one year after termination, the Client shall not employ anyone working for Yonego or otherwise performing work for Yonego, except where the Parties agree otherwise in Writing. Should this provision be breached, the Client shall be liable to a penalty of €25,000 for each event, due and payable immediately.

#### **Clause 12 – Termination**

1. A rolling Agreement may be terminated at the end of the calendar month In Writing, subject to 2 months' notice.
2. Occasional Assignments and/or fixed-term Agreements cannot be terminated early, except as provided for in point 3 of this clause.
3. Yonego is entitled to proceed to cancel and/or terminate the Agreement and/or Occasional Assignment without notice, notice of default or court intervention,
  - a. in the event that the Client fails to meet its obligations properly or on time;
  - b. in the event that the Client, after Yonego has served Written notice of default, fails to provide Yonego with the information required to perform its obligations under the Agreement and/or Occasional Assignment.
  - c. in the event that Yonego suspects that the Client is unable to meet its obligations under the contract properly or on time;
  - d. in the event that the Client declares bankruptcy, suspends payments or has applied to the Court for an arrangement with creditors, or there is a takeover, change of control or full or partial transfer of the Client's business.
- 4.

If Yonego terminates or cancels the Agreement and/or the

Occasional Assignment, Yonego's outstanding account shall become due and payable in full immediately, and Yonego shall be entitled to charge the Client for all work performed and costs incurred.

#### **Clause 13 – Force majeure**

1. Without prejudice to the provisions of Article 6:75 of the Dutch Civil Code, force majeure and/or unforeseen circumstances as outlined in Article 6:258 of the Dutch Civil Code apply to any situation preventing Yonego from meeting its obligations under the Agreement or Occasional Assignment (including, but not limited to, government action, fire, accidents, employee unrest, a slowdown in Yonego's normal business, late delivery of documents and information by the Client, (the consequences of) war, consequences of a pandemic as well as government measures imposed as a result, breakdowns, power failures, Yonego's digital systems and/or necessary third-party software failing, being hacked or come under a cyberattack, etc.), and this is outside Yonego's control.
2. If Yonego is prevented from performing the Agreement and/or Occasional Assignment due to force majeure or unforeseen circumstances, it is entitled, without giving rise to any rights in terms of compensation and without prejudice to its further rights, to suspend performance of the Agreement and/or Occasional Assignment or to cancel or terminate it in Writing. In the event of full or partial cancellation or termination of the Agreement or Occasional Assignment, there is no liability in terms of compensation.
3. Where Yonego has already met its obligations in part when the force majeure arises, or as a result is only able to meet its obligations in part, it shall be entitled to invoice that part of the Agreement and/or Occasional Assignment which has already been completed, or is yet to be completed.

#### **Clause 14 – Liability**

1. Yonego accepts liability for direct damage only where this is the direct result of failure to meet its obligations and has defaulted on these obligations, and where it is to blame.
2. Yonego accepts no liability whatever for:
  - a. Any form of indirect damage;
  - b. Consequential damage, including but not limited to trading losses, missed investment opportunities, loss of goodwill, business slowdown damage, damage to reputation, loss of profit, loss or damage due to time invested by the Client;
  - c. Damage caused by agents acting for the company, engaged by Yonego or third parties, even in the event of intent or gross negligence;
  - d. Damage due to loss of data;
  - e. Damage suffered by the Client due to third party claims;
  - f. Damage, of whatever nature, suffered because Yonego was relying on inaccurate and/or incomplete information provided by or on behalf of the Client.
3. Yonego's total liability in terms of failure where it is to blame in the performance of the Agreement, Occasional Assignment, tort and/or any basis whatsoever is limited to a maximum of €5,000 (inc. VAT).
4. The Client is familiar with the limitations and risks of using the internet or any other medium through which the services provided are made available both now and in the future. It is also familiar with the risks of storing and transferring information electronically, including data loss. The Client recognises that Yonego accepts no liability for any damages resulting from the above risks.

5. The limitations of liability included in points 1 to 4 of this clause do not apply in respect of intent or gross negligence on the part of Yonego. Damage which in the opinion of the Client is the result of intent or gross negligence on the part of Yonego must be reported to Yonego in Writing as soon as possible but no later than thirty (30) days after it occurs. Damage not reported to Yonego In Writing within this timeframe shall not be eligible for compensation at any time except where the Parties agree otherwise in writing.

#### **Clause 15 – Amendments**

1. Yonego is entitled to amend these Terms and Conditions of its own accord. Amendments also apply in respect of agreements already concluded. Changes will take effect one month after notification to the Client in Writing.
2. After the time of entry into force, the Client shall be deemed to have agreed to the amendments – implicitly or otherwise.

#### **Clause 16 – Applicable law and competent court**

1. The Agreement, Occasional Assignments and anything else agreed between the Parties shall be governed by Dutch law.
2. The District Court of Zeeland-West Brabant, Breda location, has exclusive jurisdiction to rule on disputes arising under the Agreement and Occasional Assignments.