

GENERAL TERMS AND CONDITIONS OF SCOOPERZ B.V.

Scooperz B.V., located at Gravinnen van Nassauboulevard 89, Breda (4811 BN), and registered with the Chamber of Commerce under number 52330389, hereinafter referred to as 'Scooperz'.

1. Definitions

a. The following definitions are used in these general terms and conditions:

- Other Party: the legal entity or natural person acting in the exercise of their profession or business to whom Scooperz has made an offer or quotation, with whom Scooperz enters into an Agreement, who is in any legal relationship with Scooperz, or for whom Scooperz performs any legal act.
- Agreement: any Agreement concluded between a Other Party and Scooperz, including any amendments or additions thereto.
- Third Party: a legal entity or natural person acting in the exercise of their profession or business who is not a party to the Agreement.
- Activities: all activities commissioned and arising from or directly related to the Agreement. In any case, all activities as specified in the Agreement.

2. Applicability

- a. These general terms and conditions (hereinafter: 'General Terms and Conditions') apply to all tenders, offers, and Agreements in which Scooperz provides or delivers Activities, products, and/or services of any kind to the Other Party, unless explicitly agreed otherwise in writing.
- b. The applicability of any general (purchase) terms and conditions of the Other Party is expressly rejected, unless Scooperz and the Other Party have agreed otherwise in writing.
- c. If these General Terms and Conditions are in conflict with (general) terms and conditions of the Other Party that have been declared applicable by Scooperz and/or the Other Party to an Agreement, the provisions of these General Terms and Conditions shall prevail.
- d. If any provision of these General Terms and Conditions is void or is annulled, the remaining provisions of these General Terms and Conditions shall continue to apply in full force. In such cases, the parties shall consult to agree on new provisions to replace the void or annulled provisions, taking into account as much as possible the purpose and intent of the void or annulled provisions.
- e. These General Terms and Conditions are drawn up in both Dutch and English. In the event of any ambiguity or contradiction between the versions in different languages, the Dutch version shall be binding.

3. Tender/offer and commencement of Agreement

- a. All tenders and offers from Scooperz are non-binding and can be revoked by Scooperz at any time, even if the tender or offer includes a term for acceptance.
- b. Unless explicitly agreed otherwise, tenders and offers from Scooperz are valid for 30 (thirty) days.
- c. Price estimates provided in tenders may be subject to changes due to unforeseen alterations in the Activities. To the extent possible, Scooperz will notify the Other Party of price changes in advance.
- d. All prices mentioned are, unless otherwise stated, exclusive of VAT, any costs and fees, and any other levies imposed by government authorities.
- e. Tenders and offers can only be accepted in writing. However, Scooperz has the right to accept verbal acceptance as if it were in writing. In such cases, the content of the tender is considered agreed upon, and these General Terms and Conditions apply.
- f. The offer includes a complete and accurate description of the Activities, products, and/or services offered by Scooperz. The description is detailed enough to allow the Other Party to properly assess the offer. Apparent mistakes or errors in the offer do not bind Scooperz.
- g. The Other Party is responsible for the accuracy and completeness of the information provided to Scooperz, which Scooperz bases its offer on.

- h. A tender or offer prepared by Scooperz does not automatically apply to future Activities, products, and/or services. For subsequent and future assignments, new price negotiations will take place between the parties.
- i. Scooperz reserves the right to refuse assignments without providing reasons.
- j. An Agreement with Scooperz is only established through written confirmation from Scooperz and replaces any non-binding tenders or verbal agreements.
- k. Changes to or additions to an Agreement can only be agreed upon in writing between the parties.
- l. Scooperz reserves the right to increase the agreed prices in the interim on a reasonable basis. Insofar as possible, Scooperz will notify the Other Party of price changes in advance.
- m. Scooperz has the right to engage third parties for the performance of the Agreement.
- n. If the Other Party wishes to assign the same assignment to someone other than Scooperz simultaneously or has already assigned it to someone else, the Other Party will inform Scooperz of this, including the name and other relevant details of the Other Party.
- o. If the Other Party acts on behalf of two or more natural or legal persons, each of these persons shall be jointly and severally liable for the fulfillment of the obligations arising from the Agreement.

4. Performance of the Agreement

- a. By entering into the Agreement, Scooperz assumes an obligation of effort. The parties explicitly do not agree on a specific result. Scooperz will endeavor to perform the Agreement carefully and independently, to serve the Other Party's interests to the best of its ability, and to strive for a result that is useful to the Other Party, as reasonably and professionally expected of Scooperz. To the extent necessary, Scooperz will keep the Other Party informed of the progress of the Activities.
- b. The Other Party will do everything reasonably necessary or desirable to enable timely and correct delivery by Scooperz, such as timely providing complete, accurate, and clear data or materials, which Scooperz indicates or which the Other Party understands or should reasonably understand to be necessary for the performance of the Agreement.
- c. All delivery terms and/or response times specified by Scooperz are based on the information available at the time of entering into the Agreement. The delivery terms used by Scooperz are target terms and not strict deadlines. If exceeding these terms is unavoidable, Scooperz will inform the Other Party as soon as possible, and the parties will immediately consult with each other.
- d. Exceeding the specified terms or deviations in the (final) result from what was agreed upon - as long as they are within reasonable limits - does not entitle the Other Party to compensation, rejection, discount, suspension, damages, or dissolution of the Agreement.
- e. The mere exceeding of a delivery term specified by Scooperz or agreed upon between the parties does not put Scooperz in default. In all cases, including where parties have explicitly agreed on a final delivery term in writing, Scooperz will only be in default due to time exceeding after the Other Party has formally notified Scooperz of the default in writing and has granted a reasonable period for performance of at least 14 (fourteen) days. The notice of default must include a complete and detailed description of the shortcoming to allow Scooperz to respond adequately.
- f. Scooperz is entitled to suspend the performance of its obligations if the Other Party fails to fulfill or is not expected to fully fulfill its obligations under the Agreement. The right to suspend will lapse if the Other Party provides sufficient security to ensure the fulfillment of its obligations. Suspension of the Agreement does not relieve the Other Party of its payment obligations. Scooperz is not liable for any damage suffered by the Other Party as a result of the suspension.

5. Engaging Third Parties

- a. Unless otherwise agreed, assignments to Third Parties in the context of the performance the Agreement are provided by or on behalf of the Other Party. At the Other Party's request, Scooperz may act as an authorized representative at the Other Party's expense and risk. The parties may agree on a separate fee for this service.

- b. When Scooperz prepares a cost estimate for Third Parties at the Other Party's request, this estimate is indicative. If desired, Scooperz can request tenders on behalf of the Other Party.
- c. When Scooperz, by explicit agreement, procures goods or services from Third Parties at its own expense and risk during the performance of the Agreement, and these goods or services are then passed on to the Other Party, the provisions of the supplier's general terms and conditions and/or separate agreements regarding warranty and liability also apply to the Other Party.
- d. The Other Party shall not engage Third Parties without consulting with Scooperz if this could affect the performance of the Agreement. The parties will discuss which other parties are engaged and which activities are assigned to them.
- e. Scooperz is not liable for errors or defects in products or services provided by Third Parties engaged by or on behalf of the Other Party, regardless of whether these were introduced by Scooperz. The Other Party must address these issues with the Third Parties directly. Scooperz can provide assistance if desired.

6. Payment, setoff ('verrekening'), and suspension

- a. Scooperz will ensure timely invoicing. In consultation with the Other Party, Scooperz may bill for agreed fees and costs as an advance, interim, or periodic charges.
- b. Payments should be made through direct debit or based on invoices sent by Scooperz in the currency in which the invoice is issued. All payments must be made without deduction, setoff, or suspension, within 30 days of the invoice date, unless otherwise agreed in writing or specified otherwise on the invoice.
- c. All payments made by the Other Party are first applied to any due interest and costs. Only after this are payments applied to the oldest outstanding and payable invoices, regardless of whether the Other Party specifies that the payment is intended for a later invoice.
- d. If the Other Party does not pay within the period specified in subsection b of this article, Scooperz will send one final reminder with a 14-day term from the date of the reminder. If the Other Party then fails to pay the invoice in full within the given term, the Other Party will be in default immediately and will owe statutory interest and extrajudicial collection costs from the invoice date, which will amount to at least 10% of the invoice amount with a minimum of €150,- excluding VAT.
- e. Scooperz may suspend the performance of the Agreement after the payment term has exceeded and the Other Party, having been reminded in writing, fails to pay within 14 days, or if Scooperz has reason to believe from a communication or behavior of the Other Party that payment will be withheld.

7. Intellectual Property Rights

- a. All intellectual property rights arising from the Agreement - including but not limited to patent rights, trademark rights, design rights, and copyright - shall belong to Scooperz or to Third Parties engaged by Scooperz. The Other Party is not authorized to deposit or register these rights without the permission of Scooperz or, if applicable, the Third Party engaged by Scooperz.
- b. Nothing in these General Terms and Conditions and/or the Agreement implies a transfer of intellectual property rights. The parties may agree that the rights referred to in subsection a will be transferred in whole or in part to the Other Party. Such transfer and any conditions under which the transfer occurs will always be documented in writing.
- c. Scooperz retains the right at all times to have its name mentioned on, in, or in connection with the publicity surrounding the result of the Agreement - in the customary manner for that result - or to remove it. The Other Party is not permitted to disclose or reproduce the result without mentioning Scooperz's name without prior written consent from Scooperz.
- d. Unless otherwise agreed, the (originals of the) results (such as designs, design sketches, concepts, advice, reports, estimates, projections, illustrations, photos, prototypes, (sub)products, film, and (audio and video) presentations, source codes, and other materials or (electronic) files, etc.) created by Scooperz under the Agreement remain the property of Scooperz, regardless of whether they have been made available to the Other Party or to Third Parties.

- e. After completion of the assignment, neither Scooperz nor the Other Party shall have an obligation to retain the materials and data used, unless otherwise agreed.

8. Use of the result

- a. When the Other Party fully meets its obligations under the Agreement with Scooperz, the Other Party will obtain the right to use the result of the Agreement - only during the term of the Agreement - in accordance with the agreed purpose. If no specific purpose is agreed upon, the right of use is limited to that use for which the Agreement was (evidently) intended. The right of use is exclusive unless otherwise implied by the nature of the Agreement or agreed upon.
- b. When the result involves works that are subject to the rights of Third Parties, the parties will make additional agreements on how the use of these works will be regulated.
- c. Without the prior written consent of Scooperz, the Other Party does not have the right to modify, use or (re)use or perform the result of the Agreement in a broader or different manner than agreed, or to have the Third Parties do so. Scooperz may attach conditions to such consent, including the payment of equitable compensation.
- d. In the event of unapproved broader or different use, including modification, mutilation, or impairment of the preliminary or final result, Scooperz is entitled to compensation for infringement of its rights amounting to at least three times the agreed fee, or at least a compensation that is reasonable and fair in relation to the infringement, without losing any other rights.
- e. The Other Party is no longer permitted to use the provided results, and any right to use granted to the Other Party under the Agreement will expire, unless such consequences are contrary to reasonableness and fairness:
 - i. from the moment the Other Party fails to fulfill its (payment) obligations under the Agreement or otherwise defaults;
 - ii. if the Agreement is terminated early for reasons specified in Article 9 of these General Terms and Conditions;
 - iii. in the event of bankruptcy of the Other Party, unless the relevant rights arising from this Agreement have been transferred to the Other Party in writing.
- f. When the Other Party uses the results of the Agreement, the Other Party indemnifies Scooperz or Third Parties engaged by Scooperz under the Agreement against all claims from Third Parties arising from the application or use of the result of the Agreement. Additionally, the Other Party indemnifies Scooperz against claims related to intellectual property rights on all materials and/or data provided by the Other Party that are used in the performance of the Agreement.
- g. Taking into account the interests of the Other Party, Scooperz has the freedom to use the results for its own publicity, acquisition of assignments, and promotion.

9. Complaints Procedure

- a. A complaint regarding invoices must be submitted to Scooperz in writing within ten (10) days of the invoice date.
- b. Complaints regarding the quality of the Activities must be submitted to Scooperz in writing within ten (10) days after the Other Party becomes aware, or reasonably should have become aware, of the issue, with a detailed and adequate description of the nature and scope of the complaint. Failure to do so will result in the forfeiture of the right to complain.
- c. A complaint submitted after the deadlines specified in sections a or b of this article will result in the performance provided by Scooperz being deemed accepted and approved.
- d. If a complaint is found to be justified, Scooperz is only obligated to provide (or re-deliver) a proper performance, without any additional entitlement to compensation by the Other Party.
- e. If it is determined that a complaint is unfounded, the costs incurred as a result, including investigation costs, will be borne by the Other Party.
- f. Submitting a complaint does not relieve the Other Party of its payment obligations to Scooperz, nor does it give the Other Party the right to suspend payment obligations or dissolve the Agreement.

10. Force majeure

- a. If Scooperz is unable to fulfill its obligations under the Agreement in a timely or proper manner due to force majeure as defined in article 6:75 Dutch Civil Code ('*Burgerlijk Wetboek*'), those obligations will be suspended until Scooperz is able to fulfill them in the agreed manner. Scooperz will not be liable in the event of force majeure. Force majeure for Scooperz includes all circumstances beyond its control that prevent the normal performance of the Agreement.
- b. Force majeure includes, but is not limited to: war, riots, sabotage, terrorism, government measures, natural disasters, fire, flooding, extreme weather conditions, theft, strikes, illness and/or disability, epidemics, pandemics, power outages, failure of internet or (electronic) communication tools, defects in equipment, machinery or transportation means, and the failure of (sub)suppliers of Scooperz or Third Parties engaged by Scooperz to meet their obligations.
- c. If Scooperz cannot fulfill its obligations to the Other Party due to a non-attributable shortcoming, those obligations will be suspended for the duration of the force majeure situation, or Scooperz may choose to dissolve the Agreement in whole or in part, without the Other Party having any right to dissolve the Agreement or claim any rights or compensation for costs, damages, or interest.
- d. In the event of (partial) dissolution of the Agreement, the Other Party remains obligated to pay for what has already been delivered by Scooperz.
- e. In the event of force majeure, Scooperz is required to notify the Other Party promptly.

11. Liability

- a. Scooperz accepts liability only to the extent specified in this article.
- b. Scooperz shall not, to the fullest extent permitted by law and except in the case of willful recklessness or intent, be liable for any direct, indirect, incidental, special, consequential or punitive damages, including loss of profits, loss of goodwill, use or data or other intangible damages arising out of or in connection with the use of or inability to use Scooperz's services (even if arising from negligence).
- c. Except in cases of intent or willful recklessness by Scooperz, Scooperz's liability is always limited to direct damage resulting directly from a culpable shortcoming and is limited to the amount paid in the relevant case under Scooperz's liability insurance, plus the amount of the deductible that under the policy conditions is not covered by the insurer(s). If, for any reason, no payment is made by the insurer(s), Scooperz's liability is limited to the fees paid to Scooperz for the Agreement, or at least that part of the Agreement to which the liability pertains over the last six (6) months, with a maximum of €7,500. The amount for which Scooperz is liable is reduced by any amounts covered by the Other Party's insurance.
- d. In the event of a culpable shortcoming, Scooperz must first be given written notice of default, with a reasonable period to remedy its obligations, correct any errors, or mitigate or eliminate the damage.
- e. All liability ceases two years after the Agreement ends by completion, termination, or dissolution.
- f. Scooperz cannot be held liable for the failure, reduced performance, or altered performance of the delivered services and Activities due to external factors such as changes in internet browsers, mobile devices, or content management software, including but not limited to Google, TikTok, Snapchat, YouTube, Instagram, and other platforms.
- g. The Other Party indemnifies Scooperz against all claims from Third Parties directly or indirectly related to the performance of the Agreement. The Other Party specifically indemnifies Scooperz against claims from Third Parties for damage caused by the Other Party providing incorrect or incomplete information to Scooperz, unless the damage was caused by intent or willful recklessness on the part of Scooperz.

12. Privacy and Data Processing

- a. The Other Party explicitly consents to the processing of the (personal) data provided to Scooperz, if applicable, in connection with the performance of the Agreement and agreed-upon Activities, for relationship management, and for other purposes mentioned in Scooperz's applicable privacy statement. This privacy statement, which includes

information about the processing of personal data by Scooperz, is available at <https://scooperz.com/nl/> and can be provided by Scooperz upon request at no charge.

- b. The Other Party is responsible for ensuring that only personal data is provided to Scooperz if and to the extent the Other Party is authorized to do so and has a valid legal basis, such as the necessary consent from the relevant individuals.
- c. Scooperz complies with the obligations imposed by legislation regarding the processing of personal data. Scooperz will ensure appropriate technical and organizational measures to protect (personal) data against loss or any form of unlawful processing.
- d. The Other Party indemnifies Scooperz against claims from individuals whose personal data is or will be processed for which the Other Party is legally responsible, unless the Other Party proves that the facts underlying the claim are attributable to Scooperz.
- e. The responsibility for the data processed by the Other Party using Scooperz's services lies with the Other Party. The Other Party guarantees to Scooperz that the content, use, and/or processing of the data are lawful and do not infringe upon any third-party rights. The Other Party indemnifies Scooperz against any claims from third parties, for any reason, related to this data or the performance of the Agreement.
- f. If Scooperz acts as a processor, as defined by the General Data Protection Regulation (GDPR), performing Activities for the Other Party, the parties will enter into a data processing agreement.

13. Confidentiality

- a. The parties are obliged - both during the term of the Agreement and after its termination - to maintain the confidentiality of all confidential information that comes to the knowledge of the other party in the context of the Agreement, from each other or from another source, of which it can be reasonably understood that disclosure or communication to Third Parties could harm Scooperz or the Other Party. In any event, confidential information is understood to mean financial information, know how, business and/or private secrets, strategic data, the terms of the Agreement and all other information whose confidential nature is or should reasonably be known to the parties. Third parties involved in the performance of the Agreement will be bound to the same confidential treatment with respect to these facts and circumstances originating from the other party.

14. Duration, Termination, and Cancellation of the Agreement

- a. Each Agreement is entered into for a fixed term unless the nature or purpose of the assignment or the Agreement indicates that it is for an indefinite period. An Agreement will be automatically extended for a period of one (1) year after the initial term unless terminated. Termination of the Agreement must be made in writing (by email or registered letter) with a notice period of two (2) months.
- b. If the Other Party terminates the Agreement without there being a culpable shortcoming in the performance of the Agreement by Scooperz, or if Scooperz terminates the Agreement due to an culpable shortcoming in the performance of the Agreement by the Other Party, the Other Party is liable for damages in addition to the fees and costs incurred for the Activities performed up to that point. Actions by the Other Party that reasonably prevent Scooperz from completing the assignment as agreed in the Agreement will also be considered an culpable shortcoming.
- c. The damages referred to in the previous section include at least the costs incurred by Scooperz for commitments made in its own name for fulfilling the assignment as agreed in the Agreement, as well as at least 30% of the remaining part of the fee that the Other Party would owe for the full completion of the assignment as agreed in the Agreement.
- d. Both Scooperz and the Other Party have the right to terminate the Agreement immediately by written notice, without prior written notice of default, after which all amounts due become immediately payable, if:
 - i. the Other Party fails to meet one of its obligations under the Agreement and does not remedy this within fourteen (14) days after a written notice of default, unless performance is already permanently impossible, in which case no notice of default is required, and unless the shortcoming, considering its specific nature or minor importance, does not justify such termination;

- ii. there is a form of non-performance so severe that the Other Party cannot be expected to continue the Agreement for any period;
 - iii. the Other Party is declared insolvent or a request for such declaration has been submitted;
 - iv. one of the parties is dissolved or a decision has been made to dissolve it;
 - v. a substantial part of the Other Party's assets is seized, or the Other Party no longer has free control over its assets, and this seizure severely hinders the Other Party in the performance of this Agreement;
 - vi. the Debt restructuring scheme for natural persons (Schuldsaneringsregeling natuurlijke personen) applies to one of the parties.
- e. In addition, Scooperz shall have the right to terminate the Agreement by written notice without prior written notice of default and with immediate effect, after which all amounts due shall become immediately payable, if:
- i. after the Agreement is concluded, Scooperz becomes aware of circumstances that give good reason to fear that the Other Party will not fulfill its obligations;
 - ii. the Other Party ceases or transfers its business or a significant part of it, or changes the purpose of its business;
 - iii. the Other Party dies or is placed under guardianship;
 - iv. the Other Party violates the conduct standards specified in the Agreement;
 - v. Scooperz no longer wishes to associate with the Other Party due to a negative impact on Scooperz's image and/or the Other Party engages in conduct that damages the good name of Scooperz.
- f. When Scooperz's Activities consists of repeatedly performing similar Activities, it is considered a continuing agreement unless otherwise agreed in writing. This Agreement can only be terminated by written notice with a reasonable notice period of at least two (2) months, during which period the Other Party will continue to take the usual amount of Activities from Scooperz or financially compensate for it.

15. Assignment of Rights and Obligations

- a. The Other Party may not transfer its rights and obligations arising from the Agreement to third parties without prior written consent from Scooperz.
- b. Scooperz reserves the right to transfer its rights and obligations under an Agreement, in whole or in part, to a third party without prior consent from the Other Party. The Other Party is required to provide all cooperation deemed necessary by Scooperz for the transfer upon first request.

16. Miscellaneous, Governing Law, and Disputes

- a. Scooperz reserves the right to amend or supplement these General Terms and Conditions. Any changes will be communicated to the Other Party in writing and in a timely manner.
- b. These terms and conditions shall be deemed divisible and if any part thereof should for any reason be invalid or otherwise inoperative, the remainder of these terms and conditions shall remain in full force and effect. The invalid part of these terms and conditions shall be deemed to have been replaced by provisions which shall, as far as possible and permitted, have the same effect as the invalid part.
- c. All offers from and agreements with Scooperz are governed exclusively by Dutch law.
- d. The parties will endeavor to resolve any dispute amicably. If the parties cannot reach an agreement, the District Court of Zeeland-West Brabant will have jurisdiction to adjudicate all disputes arising from or related to the performance of the Agreement.