

# **General Terms and Conditions of Evavendi Management B.V. (SEO & Search Consultancy)**

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In these General Terms and Conditions, the following definitions apply:

*Client:* any natural person or legal entity that has entered into an agreement with Evavendi Management B.V. (SEO & Search Consultancy) or wishes to do so, as well as their representative(s), authorized agent(s), legal successors, and heirs.

*Contractor:* Evavendi Management B.V. (SEO & Search Consultancy), established in Amsterdam, registered in the Commercial Register of the Chamber of Commerce under number 85403059.

All assignments are accepted and executed exclusively by the Contractor, with the exclusion of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code. In all cases where "in writing" is mentioned in these terms and conditions, this also includes email, fax, or other electronic messages sent in an analog or digital manner that have reached the Client or Contractor respectively.

## **General Provisions**

### **Article 1: Applicability**

1.1 These General Terms and Conditions apply to all offers and agreements relating to services offered by the Contractor, as well as to all legal relationships between the Contractor and the Client, except insofar as law or regulations exclude or limit the application of these General Terms and Conditions, and subject to changes in these General Terms and Conditions, which must be expressly confirmed in writing by the parties.

1.2 If and insofar as one or more provisions of these General Terms and Conditions are deviated from in writing, the provisions from which no express deviation has been made shall remain in full force.

1.3 Written changes agreed to these General Terms and Conditions shall only apply to the specific cases determined in that agreement, unless the deviations are confirmed in writing in a subsequent agreement.

1.4 The Client is assumed to accept these General Terms and Conditions with respect to subsequent offers, deliveries, and services from the Contractor, subsequent assignments given by the Client to the Contractor, and subsequent agreements concluded between the Contractor and the Client.

1.5 These General Terms and Conditions also apply to all agreements for the execution of which the Contractor engages third parties.

1.6 The applicability of any General Terms and Conditions used by the Client is expressly rejected.

### **Article 2: Offer**

2.1 All offers and/or quotations from the Contractor are without obligation, unless - and then only to the extent that - the Contractor has stated otherwise in writing.

2.2 The prices in the mentioned offers and/or quotations are exclusive of VAT, unless stated otherwise. The prices used are periodically reviewed (in principle per January 1) and adjusted based on wage and price developments.

2.3 An agreement is only concluded after an authorized official of the Contractor has accepted an assignment in writing by means of an order confirmation relating to it. The Client is entitled to respond in writing to the order confirmation within five (5) days of receipt. In the absence of a written response from the Client within the aforementioned period, the agreement between the Client and the Contractor will be concluded in accordance with the terms, conditions, and data as set out in the order confirmation. For work for which, due to its nature and/or scope, no quotation or order confirmation is sent, the commencement of the execution of the work is considered as order confirmation.

### **Article 3: Execution of the Assignment and Service Provision**

3.1 The Contractor will execute the agreement to the best of its insight and ability and in accordance with the requirements of good workmanship. The Contractor will endeavor to perform the work properly and carefully, as well as to represent the interests of the Client to the best of its knowledge and to strive for a result that is usable for the Client. However, the Contractor cannot guarantee that the desired result will always be achieved with the work.

3.2 The Contractor has the right to have certain work performed by third parties.

3.3 The Client shall ensure that all data, which the Contractor indicates are necessary or which the Client should reasonably understand to be necessary for the execution of the agreement, are provided to the Contractor in a timely manner. If the data required for the execution of the agreement are not provided to the Contractor in a timely manner, the Contractor has the right to suspend the execution of the agreement and/or to charge the additional costs resulting from the delay to the Client according to the usual rates.

3.4 If it has been agreed that the agreement will be executed in phases, the Contractor can suspend the execution of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing and/or paid for it.

3.5 The execution of the assignment given by the Client is exclusively for the benefit of the Client. Third parties cannot derive any rights from this.

### **Article 4: Additional Work**

4.1 The Contractor has the right to adjust the price for the services provided in case of changes in the agreed project proposal or quotation, among other things with regard to the setup, functionality, the method, the scope, the analysis, and/or the reporting that take place in consultation with or at the request of the Client.

4.2 The Contractor has the right to charge the Client for extra additions, tests, discussions, and/or executions that take place at the request of the Client.

### **Article 5: Completion of the Assignment**

5.1 Delivery terms or terms for the completion of certain work, mentioned by the Contractor, are determined to the best of its knowledge and belief on the basis of the information known to the Contractor at the time of entering into the agreement and will be observed as much as possible. The mentioned terms are only indicative terms and never fatal terms. The parties will inform each other as soon as possible as soon as any circumstance appears that may affect the (timely) execution of the work and/or the delivery terms.

5.2 The mere exceeding of a delivery term, or term for completion of certain work, does not put the Contractor in default and does not give the Client, except in case of intent or gross negligence of the Contractor, the right to terminate the agreement. The parties will then enter into consultation as soon as possible in order to determine a new delivery term, or term for completion of certain work.

5.3 The Contractor is only in default after the Client has given the Contractor notice of default by registered letter and performance remains absent within the reasonable term mentioned in the notice of default.

## **Article 6: Reporting**

6.1 Reporting by the Contractor to the Client takes place in accordance with the project proposal, quotation, or agreement.

6.2 If no method of reporting has been specified, reporting will be done in Dutch and/or English and according to the standards of good workmanship. If no reporting medium has been agreed upon, the Contractor determines the medium to be used for this purpose.

6.3 The amounts and/or numbers mentioned in the Contractor's reports regarding media usage are merely indicative in nature and no rights can be derived from these amounts and/or numbers. If these reported amounts and/or numbers regarding media usage differ from the amount and/or numbers that are charged to the Client on an invoice by the Contractor, the amounts and/or numbers mentioned in the invoice shall be considered as the actual amounts and/or numbers.

## **Article 7: Amendments**

7.1 If during the execution of the agreement it appears necessary to modify or supplement the work to be performed for proper execution, the parties shall amend the agreement accordingly in a timely manner and by mutual consent.

7.2 Notwithstanding the provisions of Article 7.1, the Contractor has the right, in the interest of service provision and in an attempt to optimize the result for the Client, to change the titles and descriptions at its own discretion and without prior consent of the Client.

7.3 If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected. The Contractor shall inform the Client of this as soon as possible.

7.4 If the amendments or additions to the agreement have financial and/or qualitative consequences, the Contractor is entitled to charge the costs thereof to the Client. The Contractor shall inform the Client about this in advance.

7.5 If a fixed fee has been agreed upon, the Contractor shall indicate to what extent the amendment or addition to the agreement will result in an exceeding of this fee.

7.6 Contrary to paragraph 3, the Contractor shall not be able to charge additional costs if the amendment or addition is the result of circumstances attributable to the Contractor. If the financial consequence of the work to be performed results in an excess of the monthly media purchase budget of 15% or less, the Contractor will charge this excess.

## **Article 8: Client's Responsibilities**

8.1 The Client shall, at its own risk, ensure proper equipment and other facilities that provide access to a network on which it can receive the services provided by the Contractor.

8.2 The Client shall be responsible for the payment of communication costs incurred.

8.3 The Client is fully responsible for the accuracy of the data, texts, images, or other information provided to the Contractor.

8.4 In applicable cases, the Client vouches for the accuracy of the proofs and/or concepts accepted by them, or for proofs and/or concepts for which corrections have not been sent to the Contractor in a timely manner.

8.5 Texts, images, or other data compiled by the Contractor for the benefit of the Client are deemed to have been accepted by the Client, unless desired changes are communicated in writing within a period of fourteen (14) days after publication via electronic means.

8.6 The Client vouches for their authority if there is an assignment on behalf of third parties.

8.7 The Client guarantees at all times that the material provided by them to the Contractor does not infringe upon any rights of third parties, including intellectual property rights.

8.8 The Client is obliged to always provide all cooperation, data, and information in a timely manner, which are necessary or useful for the execution of the agreed services by the Contractor.

## **Article 9: Confidentiality**

9.1 The parties are obligated, both during the term of an agreement and thereafter, to maintain the confidentiality of any confidential information that comes to their knowledge and not to disclose it to third parties in any way and/or to make it available for use, and to use it only for the purpose for which it was made available to them. Third parties also include all persons working in the organization of the parties who do not necessarily need to be informed of the information.

9.2 Confidential information within the meaning of these terms and conditions shall be understood to include:

(i) all written, oral, or otherwise directly or indirectly provided information that is designated as such and/or of which the other party knows or should reasonably understand that it is confidential;

(ii) all product, marketing, customer, and/or other business data that are designated as such and/or of which the other party knows or should reasonably understand that they are confidential, regardless of the manner in which they are provided;

(iii) all documentation, data, drawings, benchmark test(s) (data), specifications, object codes, source codes, production methods, technologies, and/or other information related to software developed or to be developed by one party that is designated as such and/or of which the other party knows or should reasonably understand that it is confidential, regardless of the manner in which it is provided;

(iv) any copy in any form whatsoever of the foregoing.

9.3 The obligations of the parties do not apply to confidential information for which the receiving party can demonstrate that (i) it is generally known and/or accessible to the public or (ii) it was already known to them and not subject to any confidentiality obligation before it was provided to them by the other party.

9.4 The Contractor reserves the right to use the Client's name as a reference and to make it public as such.

## **Article 10: Exclusivity and Non-Competition**

10.1 The Client grants the Contractor the exclusive right to fulfill the assigned task for the duration of the agreement and in accordance with the provisions of the agreement.

10.2 The Client is not permitted, during the term of the agreement and for a period of one (1) year after its termination, to directly or indirectly employ an employee of the Contractor, or to enter into a contractual relationship with an employee of the Contractor, unless the Contractor has given written approval for this.

10.3 For each breach of the provision in Article 10.2, the Client forfeits an immediately payable penalty of EUR 50,000 per violation or EUR 1,000 per day for each day that the breach continues, without prejudice to the Contractor's right to claim full compensation. This compensation explicitly includes any costs incurred to enforce the Contractor's rights both in and out of court - whereby in the first case these costs will not be limited to the established order for costs - as well as any costs to (have others) determine the violation and establish liability.

#### **Article 11: Retention of Title**

11.1 The Contractor retains ownership of the delivered items with respect to all claims it has or may acquire against the Client pursuant to (failure to fulfill an obligation from) an agreement.

11.2 The Client is not entitled to encumber and/or transfer to third parties the items to which the Contractor's retention of title applies. Nor may licenses and/or usage rights granted by the Contractor with respect to those items be exercised by the Client.

#### **Article 12: Cooperation of Third Parties**

12.1 If the Contractor, at the request and with the consent of the Client, outsources the delivery of certain items, the performance of certain services and/or work wholly or partially to one or more third parties, the Contractor may act as the Client's legal representative at the Client's request.

12.2 Agreements concluded by the Contractor on behalf of the Client in accordance with the provisions of Article 12.1 with third party(ies) are deemed to have been concluded directly between the Client and these third party(ies). The terms of delivery of those third parties, if any, apply to these agreements. The Contractor accepts no liability whatsoever in this regard.

#### **Article 13: Intellectual Property**

13.1 All copyrights and other intellectual property rights relating to the services provided by the Contractor rest with the Contractor. The Client acknowledges these rights and will refrain from any infringement thereof.

13.2 All documents provided by the Contractor, such as (digital) reports, monitors, checklists, advice, templates, sales guides, designs, sketches, software, applications, introduction pages, etc., are exclusively intended to be used by the Client. The Client is not permitted to make public and/or reproduce information obtained from the Contractor in any form whatsoever, including selling, editing, making available, distributing, and integrating into networks, whether or not after editing, unless such publication and/or reproduction is permitted in writing by the Contractor and/or such publication and/or reproduction arises from the nature or purpose of the agreement with the Contractor.

13.3 All documents delivered by the Contractor in fulfillment of the assignment, such as documents, reports, and optimized pages, remain the property of the Contractor. After termination or cancellation of the contract, the Contractor may request the Client to remove documents, reports, delivered optimized pages, and advice from its website or to return them to the Contractor.

13.4 The Contractor reserves the right to use the knowledge gained in the execution of the work for other purposes, insofar as no confidential information of the Client is disclosed to third parties.

13.5 The Client indemnifies the Contractor against all claims by third parties concerning intellectual property rights with regard to the publication of texts, images, or other data provided to it by or on

behalf of the Client. In this context, it shall apply between the parties that digital images from third-party networks do not belong to the Client, unless proven otherwise by the Client.

#### **Article 14: Contract Duration and Termination**

14.1 The agreement is entered into for the period specified in the quotation or order confirmation.

14.2 If no duration of the agreement is agreed upon, the agreement is entered into for an indefinite period.

14.3 An agreement for a fixed term is not terminable prematurely.

14.4 An agreement for a fixed term is automatically renewed for the same period after expiration of the period stated in the contract, unless terminated by registered letter against the end of the (extended) contract period, observing a notice period of one (1) month.

14.5 The Contractor additionally has the right to terminate the agreement with immediate effect if:

(a) The Client is declared bankrupt, is granted a suspension of payments [surséance van betaling], as well as in the event of dissolution and liquidation of the Client, or if conservatory or executory attachment is levied on movable and/or immovable property of the Client;

(b) The Client is in default in fulfilling its obligations under the agreement.

#### **Article 15: Fees**

15.1 The Contractor's fee is not dependent on the outcome or result of the services provided.

15.2 All prices and cost estimates are exclusive of VAT, unless stated otherwise.

15.3 If no fixed fee is agreed upon, the fee will be determined based on the actual hours spent. The fee is calculated according to the Contractor's usual hourly rates, applicable during the period in which the work is performed, unless a deviating hourly rate has been agreed upon.

15.4 For all assignments, the costs will be invoiced monthly.

15.5 Prices are based on, among other things, factors prevailing at the time of the quotation or conclusion of the agreement or offer, including wages, social and fiscal charges, levies, insurance premiums, etc. If changes occur in these or other price-determining factors after the quotation or conclusion of the agreement and before the completion of the service provision or delivery, the Contractor has the right to adjust the prices it uses and to invoice the Client accordingly.

#### **Article 16: Payment**

16.1 Payment must be made within fourteen (14) days after the invoice date, in a manner to be indicated by the Contractor in the currency in which the invoice is denominated.

16.2 After the expiration of this fatal payment term of fourteen (14) days after the invoice date, the Client is in default without further notice of default being required; the Client owes interest of 1.5% per month on the amount due from the moment of default until the moment of full payment, unless the statutory interest rate is higher, in which case the statutory interest rate applies.

16.3 When entering into the agreement, the Contractor is entitled to require a security deposit from the Client. The security deposit, as well as its amount, will be stated in the quotation and/or the contract. The Contractor is entitled, after having notified the Client thereof, to adjust the security deposit during the term of the contract in case of (i) exceeding payment terms by the Client and/or (ii)

in case of an increase in the media budget. The security deposit will be settled against the last invoice to be paid by the Client upon termination of the contract. No VAT is due on the security deposit.

16.4 If the Client fails to pay the security deposit stipulated in accordance with Article 16.3, the Contractor is entitled to immediately withdraw the quotation or offer, whereby the Client will be obliged to reimburse the Contractor for the forfeited setup costs, as well as the subscription costs for the contract period mentioned in the quotation - with a maximum of six (6) months.

16.5 If the Client is declared bankrupt, is granted a suspension of payments, as well as in the event of dissolution and liquidation of the Client, or if conservatory or executory attachment is levied on movable and/or immovable property of the Client, all amounts owed by the Client to the Contractor will be immediately and fully due and payable, without any notice or default being required.

16.6 Payments made by the Client always serve to settle, firstly, all interest and costs due, secondly, payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.

16.7 The Client is not permitted to invoke set-off on any grounds whatsoever. If the Client believes it can assert claims regarding the agreement with the Contractor, this does not relieve the Client of its obligation to pay in the agreed manner, and the Client is not entitled to suspend its payment obligation.

#### **Article 17: Collection Costs**

17.1 All costs, both judicial and extrajudicial, including costs for legal assistance, related to the collection of amounts due, are for the account of the Client.

17.2 In connection with the provisions of Article 17.1, the Contractor and the Client agree that the extrajudicial collection costs will be calculated in accordance with the collection rate of the Netherlands Bar Association, with a minimum of EUR 250.

#### **Article 18: Complaints**

18.1 Any complaint regarding the execution or omission of the execution of any assignment must be submitted in writing by the Client to the Contractor within fourteen (14) days after the appearance and/or publication, on forfeiture of any claim.

18.2 The Contractor will make efforts to handle a complaint submitted in accordance with Article 18.1 as well as possible.

18.3 The submission of a complaint does not affect the Client's other obligations.

#### **Article 19: Liability**

19.1 The Contractor is only liable for non-execution, incorrect execution, or partial incorrect execution of the assignment if and insofar as this is the direct result of intentional act or gross negligence on the part of the Contractor.

19.2 The Contractor is in no event liable for consequential damage, indirect damage, business damage, loss of profit, damage to image, or damage caused by auxiliary persons and/or third parties engaged by the Contractor in the execution of the agreement.

19.3 In case of defects in the execution on the part of the Contractor, no liability is accepted for defects that have arisen due to fault or action of the Client or third parties for whom the Client is responsible or whom the Client uses.

19.4 The Contractor accepts no liability whatsoever towards the Client or third parties for texts, images, or other data provided to it by or on behalf of the Client, or unlawful use thereof by the Client.

19.5 The parties expressly exclude liability for damage caused by disruptions in the electronic services of the Contractor and of third parties, such as providers, network operators, or other telecommunications networks. This also applies if this has only led to a delay in the execution of the assignment.

19.6 If - with due observance of the previous paragraphs - the Contractor should at any time become liable for damage suffered by the Client due to an attributable shortcoming in the fulfillment of the obligations under this agreement by the Contractor, this liability is in all cases limited to a maximum of the invoice value of that specific part of the agreement to which the liability relates.

19.7 Damage for which the Contractor is liable on the grounds of the previous paragraph is only eligible for compensation if the Client has brought it to the attention of the Contractor within fourteen (14) days after its occurrence, unless the Client can demonstrate that it could not reasonably have reported this damage earlier.

19.8 The Client indemnifies the Contractor against liability of third parties with regard to damage of any nature, arising from or in connection with the execution of the agreement.

19.9 The Contractor accepts no liability for any damage resulting from items delivered by or on behalf of the Contractor being used in a manner other than agreed between the parties.

19.10 Any advice provided by the Contractor is given to the best of its knowledge. Provided advice does not relieve the Client of the obligation to conduct its own investigation into the suitability of the goods to be delivered and/or services to be performed for the intended purpose.

19.11 The Contractor accepts no liability whatsoever for the complete or partial loss of content and/or data.

19.12 The Client indemnifies the Contractor against all claims by third parties due to product liability as a result of a defect in a product or system that has been delivered by the Client to a third party and that partly consisted of equipment, software, or other materials supplied by the Contractor, except if and insofar as the Client proves that the damage was caused by that equipment, software, or other materials.

## **Article 20: Force Majeure**

20.1 The Contractor is not liable in case of force majeure. Force majeure in these General Terms and Conditions is understood to mean, in addition to what is understood in law and jurisprudence, all external causes, foreseen or unforeseen, over which the Contractor cannot exert influence, but which prevent the Contractor from fulfilling its obligations. Force majeure includes in any case: strikes, excessive sick leave of personnel, a (temporary) shortage of personnel, fire, business and technical disruptions within the office or at the external parties engaged by the Contractor, insufficient supply of or incorrect data from the Client at the discretion of the Contractor, or lack of sufficient cooperation by the Client.

20.2 In case of force majeure, the Contractor is entitled to consider the agreement wholly or partially dissolved or to terminate it, or to cancel the assignment without being obliged to pay any compensation to the Client. In this case, the Contractor is obliged to immediately notify the Client of this.

20.3 If the Contractor can partially fulfill its obligations at the onset of the force majeure, it is entitled to invoice the already executed or executable part separately, and the Client is obliged to pay this invoice as if it were a separate agreement.

## **Article 21: Final Provisions**

21.1 Neither Party is entitled to transfer the rights and obligations from this agreement without written permission from the other party.

21.2 Amendments and additions to the agreement between the Contractor and the Client are only valid if agreed in writing between the parties.

21.3 Notwithstanding Article 21.2, the Contractor has the right to unilaterally amend these General Terms and Conditions. Amendments also apply to already concluded agreements. Amendments will be communicated to the Client in writing or by email and will take effect thirty (30) days after the announcement, unless a different date is indicated in the announcement.

21.4 If a provision of the agreement or the General Terms and Conditions proves to be void, this does not affect the validity of the entire agreement. In that case, the Contractor has the right to substitute a provision - not unreasonably burdensome for the Client - that approximates the void provision as closely as possible.

21.5 In the event these General Terms and Conditions and the order confirmation or the written agreement contain mutually conflicting provisions, the provisions included in the order confirmation or the written agreement shall prevail.

21.6 The titles above the articles are included for the convenience of the reader. No rights can be derived from these.

21.7 The Dutch text of these General Terms and Conditions prevails over any translations thereof, whether certified or not.

## **Article 22: Applicable Law and Choice of Forum**

22.1 All agreements between parties and obligations arising therefrom or related thereto are exclusively governed by Dutch law.

## **Article 23: Data Protection and Privacy**

23.1 The Contractor shall process all personal data of the Client in accordance with applicable legislation, including the General Data Protection Regulation (GDPR).

23.2 The Contractor shall implement appropriate technical and organizational measures to protect the Client's personal data against unauthorized or unlawful processing and against accidental loss, destruction, or damage.

23.3 For more information on how the Contractor handles personal data, please refer to the Contractor's privacy policy, which is available upon request.

## **Article 24: Service Level Agreements (SLAs)**

24.1 Specific service levels and performance standards shall be set out in a separate Service Level Agreement, which forms an integral part of the agreement between the Contractor and the Client.

24.2 In the absence of a specific SLA, the Contractor shall endeavor to perform the services in accordance with generally accepted standards in the industry.

## **Article 25: Dispute Resolution**

25.1 In the event of disputes, the parties shall first attempt to resolve these amicably through negotiation.

25.2 If the parties fail to resolve the dispute through negotiation, they shall proceed to mediation under the guidance of an NMI-certified mediator [Translator's note: NMI refers to the Netherlands Mediation Institute].

25.3 Only when mediation does not lead to a resolution can the dispute be submitted to the competent court as determined in Article 22.

#### **Article 26: Indemnification**

26.1 The Client indemnifies the Contractor against all claims by third parties that are related to or arise from the services provided by the Contractor, insofar as these claims are attributable to the use of the services by the Client.

#### **Article 27: Subcontracting**

27.1 The Contractor has the right to outsource parts of the work to third parties without prior written consent of the Client.

27.2 The Contractor remains fully responsible for the work that is outsourced to third parties and shall ensure that these third parties are bound by similar obligations as those which the Contractor has towards the Client.

#### **Article 28: Force Majeure (Extension)**

28.1 Force majeure is also understood to include, in addition to what is understood in law and jurisprudence, all external causes, foreseen or unforeseen, over which the Contractor has no influence, but which prevent the Contractor from fulfilling its obligations, including but not limited to pandemics, epidemics, and resulting government measures.

#### **Article 29: Entire Agreement**

29.1 These General Terms and Conditions, together with the order confirmation, any appendices, and specifically mentioned additional documents, constitute the entire agreement between the Contractor and the Client and supersede all prior written or oral agreements relating to the subject matter hereof.

#### **Article 30: Assignment**

30.1 In the event of a merger, acquisition, or restructuring of the Contractor, all rights and obligations under this agreement automatically transfer to the Contractor's legal successor, without requiring the Client's consent.

#### **Article 31: Notices**

31.1 All notices, requests, demands, or other communications required or permitted under this agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered mail, or sent by email (with receipt confirmation) to the address of the other party as stated in the agreement or as last notified in writing by that party.

#### **Article 32: Waiver**

32.1 The failure to enforce any provision of these General Terms and Conditions by the Contractor shall not be deemed a waiver of rights and shall not affect the right of the Contractor to enforce this provision at a later time.