



Version 1.3 | June 2025

General Terms and Conditions

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Last updated: 16-06-2025

Article 1. General

1.1. In these terms and conditions, the following definitions shall apply: General Terms and Conditions: these general terms and conditions. They are available for inspection at the offices of DGTLMOTION B.V. and its affiliated companies (hereinafter DGTLMOTION B.V.) at Parnassusweg 126 in Amsterdam and can be found at www.dgtlmotion.nl.

1.2. DGTLMOTION B.V. is a private limited liability company. DGTLMOTION B.V., registered with the Amsterdam Chamber of Commerce under number 89524330.

1.3. Client shall mean the (potential) customer who uses or wishes to use DGTLMOTION B.V.'s services and/or products.

1.4 These General Terms and Conditions shall apply to all offers, quotations, agreements and the performance thereof by DGTLMOTION B.V..

1.5 Deviations from these General Terms and Conditions shall only be valid if agreed in writing.

1.6 Any purchase or other terms and conditions of the client are expressly rejected.

1.7 If one or more provisions of these general terms and conditions are null and void or annulled, the remaining provisions shall remain in full force and effect. DGTLMOTION B.V. and the client shall then jointly agree new provisions to replace the void or nullified provisions, whereby the purpose and purport of the original provision shall be retained as far as possible.

1.8 Provisions in the General Terms and Conditions and the Agreement that are expressly or by their nature intended to remain in effect after termination of the Agreement shall remain in effect and continue to bind both parties.

Article 2. Applicable law

2.1 Any quotation and agreement between DGTLMOTION B.V. and the client shall be governed by Dutch law.

Article 3. Quotations

3.1 Unless otherwise stated, all offers made by DGTLMOTION B.V. shall be deemed to be without engagement and may be withdrawn at any time, even if a period for acceptance is included.

3.2 DGTLMOTION B.V. may also withdraw the offer in writing within seven days of receipt of the acceptance, as a result of which no agreement between the two parties is formed.

Furthermore, an offer by DGTLMOTION B.V. remains valid for 30 calendar days, unless otherwise stated. If changes or additions are made to an offer issued, the period of validity shall be determined anew.



DGTLMOTION B.V. shall only be bound by quotations if the acceptance thereof is confirmed by the client in writing within the period of validity, unless otherwise stated.

3.3 The prices and rates stated shall include the usual supplies and office expenses required for the performance of the work, unless otherwise stated. VAT and other government levies are exclusive.

Costs such as shipping and administration costs to be incurred in connection with the agreement are also exclusive and shall be charged separately, unless otherwise stated.

3.4 The rates and fees charged by DGTLMOTION B.V. are exclusive of travel expenses of €0.23 per kilometer for travel outside Amsterdam or within Amsterdam when use of a car is necessary, as well as any accommodation expenses.

3.5 A composite quotation shall not oblige DGTLMOTION B.V. to perform part of the order at a proportionate part of the quoted price.

3.6 DGTLMOTION B.V. cannot be held to a quotation or order confirmation issued if it contains an obvious mistake or clerical error. DGTLMOTION B.V. shall not be liable for any resulting damage.

3.7 The quotation issued is based on the data provided by the client and the cost-determining factors applicable at the time.

3.8 The client warrants that the data provided by him are timely, complete, current and correct. Any delay in the provision of data through no fault of DGTLMOTION B.V. shall be borne by the client.

3.9 An offer shall be made on the basis of the applicable laws and regulations at the time of submission.

3.10 An agreement shall be concluded by the signing of an engagement agreement by both parties or by the signing of DGTLMOTION B.V.'s quotation by the client, or by actually enabling DGTLMOTION B.V. to commence the services or their preparation.

3.11 If the acceptance deviates (on minor points).

Article 4. Performance of the agreement

4.1 DGTLMOTION B.V. shall execute the agreement to the best of its knowledge and ability, in accordance with the requirements of good workmanship and in accordance with the applicable technical and scientific standards. The application of Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.

DGTLMOTION B.V. shall determine the method and persons who will carry out the assignment. DGTLMOTION B.V. is entitled to have work performed by third parties.

DGTLMOTION B.V. may execute the agreement in stages.

If the agreement is performed in phases, DGTLMOTION B.V. shall be entitled to invoice each completed part separately.

4.2 The client is responsible for the timely provision of all data which DGTLMOTION B.V.

considers necessary or which the client should reasonably understand are necessary for the performance of the agreement.

If the data required for the execution of the agreement are not provided in time, DGTLMOTION B.V. shall be entitled to suspend the execution and/or to charge the client for the additional costs resulting from the delay in accordance with the usual rates.

4.3 DGTLMOTION B.V.'s services shall in principle be performed during office hours. Office hours are defined as the hours between 09.00 and 18.00 in Dutch time zone, including one hour break, from Monday to Friday inclusive, with the exception of recognized holidays, unless otherwise agreed.

Article 5. Third parties

5.1 DGTLMOTION B.V. shall be entitled to make use of the services of third parties in the execution of the order, provided that no sensitive data are shared in the process.

Article 6. Cooperation

6.1 The client shall be obliged to provide in good time all cooperation, data and information necessary or useful for the performance of the agreed assignment.

6.2 If DGTLMOTION B.V. carries out work at the client's location, the client shall provide free of charge a suitable working space with the necessary facilities, including telecommunication facilities.

6.3 If the necessary cooperation, data, information and/or facilities are not or not timely made available to DGTLMOTION B.V. for the execution of the order, DGTLMOTION B.V. shall be entitled to charge additional costs.

Article 7. Amendments to the agreement

7.1 If during the execution of the agreement it appears that it is necessary to change or supplement the work for a proper execution, DGTLMOTION B.V. and the client shall amend the agreement in good time and in mutual consultation.

7.2 If the parties agree to amend or supplement the agreement, this may affect the completion date. DGTLMOTION B.V. shall inform the client of this as soon as possible.

7.3 If the amendment or supplement to the agreement has financial and/or qualitative consequences, DGTLMOTION B.V. shall inform the client in advance.

7.4 If a fixed fee has been agreed, DGTLMOTION B.V. shall indicate (in accordance with Article 7.3) to what extent the amendment or supplement to the agreement will result in this fee being exceeded.

Article 8. Duration of the contract; term of execution

8.1 The agreement between DGTLMOTION B.V. and a client shall be entered into for a specific period as agreed in the agreement, unless otherwise follows from the nature of the agreement or the parties expressly agree otherwise in writing.

8.2 If a deadline is agreed within the term of the agreement for the completion of certain

work, this is not a deadline. If the term of execution is exceeded, the client shall give DGTLMOTION B.V. notice of default.

Article 9. Remuneration

9.1 DGTLMOTION B.V. shall charge the client fees for the services to be rendered, based on rates per half day or per day, or a fixed fee agreed in advance.

Unless otherwise agreed in writing, DGTLMOTION B.V.'s prices and fees shall always be exclusive of VAT. Shipping, travel, accommodation and other costs are not included in the prices and rates, unless otherwise agreed.

DGTLMOTION B.V. shall, in good time before the conclusion of the agreement, disclose to the client all additional costs such as technological tools and marketing budget of which it is possible to make known to the client or provide data on the basis of which these costs can be passed on to the client.

9.2 If it is agreed that the work will be performed outside office hours (Article 4 paragraph 3), no surcharges will be charged.

9.3 The costs due shall be charged periodically (monthly).

9.4 DGTLMOTION B.V. shall be entitled to pass on price increases if it can be demonstrated that rates, such as wages, have increased significantly between the time of offer and delivery.

9.5 In addition, DGTLMOTION B.V. shall be entitled to increase the fee if during the execution of the work it emerges that the amount of work originally agreed or expected has been substantially underestimated when the agreement was concluded, and this cannot be attributed to DGTLMOTION B.V., so that DGTLMOTION B.V. cannot reasonably be expected to carry out the agreed work for the originally agreed fee.

9.6 If the fee or rate is increased within three months of entering into the agreement, the client has the right to dissolve the agreement. After this period, the client has the right to dissolve the agreement if the increase exceeds 10%. The client is not entitled to dissolve if the authority to increase the fee or rate arises from a legal authority.

9.7 DGTLMOTION B.V. shall notify the client in writing of any intention to increase the fee or rate. In doing so DGTLMOTION B.V. shall state the scope and the effective date of the increase.

9.8 If the client does not wish to accept the announced increase in fees or rates by DGTLMOTION B.V., the client shall be entitled to terminate the agreement in writing within seven working days of receipt of the notification or to cancel the order, with effect from the date on which the DGTLMOTION B.V. price or rate adjustment would take effect.

9.9 If the client cancels, postpones or terminates the agreement, the following fees shall be charged by DGTLMOTION B.V. to the client. A distinction is hereby made between a retainer agreement and a temporary project agreement:

- For a retainer agreement (ongoing services longer than three months), the following fees apply:

- For cancellation or postponement between two and six weeks prior to the service start date: the fee amount stated in the quotation of one month of the agreed service.
- In case of cancellation or postponement within two weeks before the service start date: the compensation amount of two months of the agreed service as stated in the quotation.
- In case of discontinuation of the agreed services: the compensation amount of the agreed services of the remaining months. There is a notice period of 2 months (unless otherwise agreed). The notice period starts from the end of the month.
- In case of a temporary project agreement (carrying out a project within a set, short term of max 3 months), the following fees apply:
 - In case of cancellation within two and six weeks before the service start date: 50% of the total compensation amount stated in the quotation.
 - In case of cancellation within two weeks before the service start date: 100% of the total compensation amount stated in the quotation.
 - In case of discontinuation of the agreed services: 100% of the total remaining compensation amount mentioned in the offer.

Article 10. Payment

10.1 The invoice is sent monthly on the last working day of the month (unless the cooperation has ended earlier) and has a payment term of 14 days, regardless of whether the work took place in a broken month. Payment must be received by DGTLMOTION B.V. within 14 days of the invoice date, in the manner specified by DGTLMOTION B.V. and in the currency stated on the invoice.

The parties may agree that payment shall be made in instalments, depending on the progress of the work. If payment in installments has been agreed upon, the Client shall pay in accordance with the agreed installments and percentages as set forth in the Agreement.

10.2 If the Client remains in default of payment within the period of 14 days, the Client shall automatically be declared in default, without a reminder or prior notice of default being required. In that case, the client shall owe interest of 1% per month, unless the legal interest rate is higher, in which case the legal interest rate shall apply. The interest on the amount due shall be calculated from the moment the client is in default until the moment of full payment of the amount.

10.3 If the client is liquidated, declared bankrupt, attached or applies for suspension of payment, the claims of DGTLMOTION B.V. against the client shall become immediately due and payable.

10.4 DGTLMOTION B.V. shall be entitled to apply payments received from the client first to costs, then to outstanding interest and finally to the principal sum and accrued interest.

DGTLMOTION B.V. may refuse an offer of payment without being in default if the client proposes a different order of attribution.

DGTLMOTION B.V. may refuse full repayment of the principal sum if the outstanding interest and costs are not also paid.

Article 11. Use of company names and brand logos.

11.1 Through this agreement, the Client explicitly grants permission to the Contractor to use each other's trade names and brand logos on the respective websites, social media channels, and other marketing communications. This permission is considered a necessary condition for strengthening the joint brand identity and underscoring a successful collaboration between the parties.

11.2 The contractor, DGTLMOTION B.V., shall only use the client's trade names and brand logos in a manner that can be considered correct and fair by standards of reasonableness and fairness. This implies that DGTLMOTION B.V. shall refrain from any adaptation, distortion or any other use that could lead to a change in the original form, meaning or appearance of the trade names and brand logos. Furthermore, DGTLMOTION B.V. shall take care to maintain the quality and integrity of the trade names and brand logos in any use thereof.

Article 12. Collection costs

12.1 If the client fails or is in default in the timely fulfillment of its obligations, all reasonable extrajudicial collection costs shall be borne by the client. In the event of a monetary claim, the principal shall in any case owe collection costs. The collection costs are calculated in accordance with the Royal Decree of March 27, 2012: "Decree on compensation for extrajudicial collection costs". These costs shall be due the moment DGTLMOTION B.V. has had to engage external assistance for the collection.

12.2 If DGTLMOTION B.V. had to incur higher costs which were reasonably necessary, such costs shall also qualify for compensation.

12.3 Any reasonable judicial and execution costs shall also be borne by the client.

Article 13. Intellectual property and copyrights

13.1 All intellectual property rights relating to the services and related results, including analyses, reports, software, files, methodologies and other documentation, shall belong jointly to the client and DGTLMOTION B.V., unless expressly agreed otherwise in writing with the client.

13.2 Notwithstanding anything else in these General Terms and Conditions, DGTLMOTION B.V. retains the rights and powers vested in it under copyright law.

13.3 All documents issued by DGTLMOTION B.V., such as reports, advice, agreements, software, etc., shall be solely intended for use by the client and may not be reproduced, made public or made available to third parties without the prior consent of DGTLMOTION B.V., unless the nature of the documents issued requires otherwise.

13.4 DGTLMOTION B.V. retains the right to use the knowledge acquired by performing the work for other purposes, provided that no confidential information is disclosed to third parties in the process.

Article 14. Confidentiality

14.1 Both parties are obliged to keep confidential any confidential information they have obtained from each other or from other sources in the context of the agreement. Information is considered confidential if it has been communicated by the other party or if it arises from the nature of the information.

14.2 If one of the parties, either DGTLMOTION B.V. or the client, is obliged on the basis of a statutory provision or a court ruling to disclose confidential information to third parties designated by law or a competent court, and that party cannot exercise a right to privilege recognized by law or by the court, that party shall not be liable for any damages or compensation. Likewise, this does not give the other party the right to dissolve the agreement on the basis of any damage caused by this.

Article 15. Privacy

15.1 DGTLMOTION B.V. respects the privacy of the client and treats and processes all personal data provided to it in accordance with applicable legislation, in particular the General Data Protection Regulation (AVG). By consenting to this processing, the client consents to the processing of his/her personal data. DGTLMOTION B.V. takes appropriate security measures to protect the personal data of the client.

15.2 DGTLMOTION B.V. shall use the client's personal data exclusively for the performance of the agreement or the handling of a complaint.

Article 16. Liability

16.1 If DGTLMOTION B.V. is held liable, such liability shall be limited to the provisions of this article.

16.2 DGTLMOTION B.V. shall be liable for shortcomings in the execution of the agreed order insofar as they are the result of a failure to exercise the due care, expertise and craftsmanship that may be expected in the execution of such work within the scope of the order in question.

16.3 The liability for damages resulting from the shortcomings shall be limited to the amount that DGTLMOTION B.V. has received for its work in the context of that specific assignment. For assignments with a duration of more than three months, a further limitation of liability shall apply to a maximum of the invoice amount for the last two months.

16.4 In the event of an unlawful act by DGTLMOTION B.V., its employees or subordinates for which DGTLMOTION B.V. can be held legally liable, DGTLMOTION B.V. shall only be liable for damage resulting from death or bodily injury and for other damage, provided such damage is the result of intent or gross negligence.

In these cases, the compensation shall in no event exceed 5,000 euros (five thousand euros) per incident causing damage, a series of related events being considered as one incident.

Liability of DGTLMOTION B.V. for damages resulting from an unlawful act not referred to in the preceding paragraph of this article is expressly excluded. If and insofar as this exclusion cannot be invoked, the compensation per incident – whereby a series of related

events shall be regarded as a single incident – shall in no event exceed the price agreed in the assignment between the two parties at the time when the damage occurred, or failing this, the agreement between the two parties in force at that time.

16.5 DGTLMOTION B.V. shall not be liable for:

The performance of work outsourced to third parties or the result of which depends on third parties.

Damage of whatever nature caused because DGTLMOTION B.V. relied on incorrect or incomplete data provided by the client, unless such incorrectness or incompleteness should have been apparent to DGTLMOTION B.V.

Indirect damages, including consequential damages, lost profits, reputation damage, missed savings, damages due to business interruption, damages due to insufficient cooperation and/or information from the client, damages due to non-binding information or advice from DGTLMOTION B.V., the content of which does not explicitly form part of the agreement, and all damages that are not covered by direct damages as defined in these general terms and conditions. Errors in the material provided by the client or misunderstandings or errors relating to the performance of the agreement, if they result from actions of the client, such as the failure to provide complete, sound and clear data/ materials on time or correctly.

Errors if the client has previously approved or been given the opportunity to perform an inspection and has indicated that it does not need such an inspection.

16.6 Any claims by the client in relation to the aforementioned matters must be made within three months of the discovery of the damage and in any case no later than three months after completion of the order. If this is not done, the client's right to claim damages shall lapse.

Article 17. Complaints

17.1 The client must notify DGTLMOTION B.V. in writing of any complaints about the work carried out within 8 days of discovery, but at the latest within 30 days of completion of the work in question. The complaint must contain a detailed description of the shortcoming so that DGTLMOTION B.V. can respond adequately.

17.2 If a complaint is well-founded, DGTLMOTION B.V. shall as yet perform the work as agreed, unless this has meanwhile become futile for the client. The client should make this known in writing.

17.3 If performance of the agreed work is no longer possible or useful, DGTLMOTION B.V. shall only be liable within the limits of Article 16.

17.4 All claims and/or powers held by the client against DGTLMOTION B.V. and/or any third parties engaged by DGTLMOTION B.V. shall be subject to a limitation period of one year from the time the client became aware of the fact that it could exercise such rights and/or powers.

Article 18. Termination

18.1 If DGTLMOTION B.V. terminates the agreement prematurely, it shall, in consultation

with the client, arrange for the transfer of the work still to be performed to third parties, unless the termination is based on facts and circumstances attributable to the client.

18.2 If the transfer of work to third parties involves extra costs for DGTLMOTION B.V., such costs shall be passed on to the client. The use of third parties and the transfer of work shall only take place with the prior consent of the client.

18.3 The parties may immediately terminate the agreement in writing in the event of:

- A suspension of payment applied for by or granted to the other party;
- A bankruptcy petition filed by or the bankruptcy of the other party;
- The liquidation of the other party or the temporary cessation of the other party's business.

Article 19. Suspension and dissolution

19.1 Both DGTLMOTION B.V. and the client shall be entitled to suspend the performance of their obligations or to dissolve the agreement if:

The other party fails to fulfill or fails to fully fulfill its obligations under the agreement.

After the conclusion of the agreement circumstances come to light that give reason to fear that the other party will not fulfill the obligations. If there are good grounds to believe that performance will only be partially or improperly fulfilled, suspension is only allowed to the extent justified by the failure.

The other party was asked at the conclusion of the agreement to provide security for the fulfillment of its obligations, but such security is not provided or is insufficient.

19.2 In addition, both DGTLMOTION B.V. and the client shall be entitled to dissolve the agreement if circumstances arise which are of such a nature that performance of the agreement has become impossible or that unchanged maintenance of the agreement cannot reasonably be expected according to the standards of reasonableness and fairness.

19.3 In the event of dissolution, all claims of one party against the other shall become immediately due and payable. If either party suspends the fulfillment of its obligations, that party retains its rights under the law and the agreement.

19.4 Both parties retain the right to claim damages at any time.

Article 20. Indemnifications

20.1 Both parties indemnify each other against claims of third parties relating to intellectual property rights on the materials or data provided by the other party and used in the execution of the agreement.

20.2 Both parties indemnify each other against claims of third parties related to the execution of the agreement, to the extent that they cannot be attributed to the indemnifying party.

20.3 If either party provides information carriers, electronic files, software, etc. to the other party, the providing party guarantees that they are free of viruses and defects.

Article 21. Force majeure

21.1 Both parties shall not be obliged to fulfill any obligation if they are hampered by circumstances beyond their control, for which they bear no blame, nor which are for their account under the law, a legal act or generally accepted views.

21.2 In these general terms and conditions, force majeure means, in addition to what is provided for in the law and jurisprudence, all external causes, foreseen or unforeseen, which are beyond the control of either party and as a result of which that party is unable to fulfill its obligations. This includes, inter alia, strikes, disruptions in traffic, government measures, riots, war, traffic impediments, labor shortages, extreme weather conditions, epidemics, fire, import or export bans, and other circumstances hindering normal business operations.

21.3 If not already included, force majeure on the part of both parties shall also include: strikes; disruptions in traffic; government measures that prevent them from fulfilling their obligations in a timely or proper manner; riots, insurrections, war; traffic impediments; labor shortages; extreme weather conditions; epidemics; fire; import, export and/or transit bans; and any circumstance that interferes with normal business operations and as a result of which fulfillment of the agreement by that party cannot reasonably be expected.

21.4 Both parties are entitled to invoke force majeure if the circumstance preventing performance occurs after they should have performed their obligations.

21.5 During the period of force majeure, both parties may suspend the obligations under the agreement. If this period lasts longer than three months, both parties have the right to dissolve the agreement without any obligation to pay damages to the other party.

21.6 If, at the time of force majeure, one of the parties has already partially fulfilled or can still fulfil its obligations under the agreement, and this part has independent value, this party has the right to invoice this part already fulfilled or still to be fulfilled separately. The other party is obliged to pay this billing as if it were a separate agreement.

Article 22. Transfer of risk

22.1 The risk of loss of or damage to the goods that are the subject of the contract shall pass to the principal at the time that they are legally and/or actually delivered to the principal and thus come into the possession of the principal or a third party designated by the principal.

Article 23. Disputes

23.1 The parties shall first attempt to resolve a dispute by mutual consultation before resorting to the courts.

If the dispute cannot be resolved by mutual consultation, both parties should jointly agree on the choice of court where the dispute will be submitted.