



General Terms and Conditions

1. Definitions

- 1.1. **Contractor:** Oxign BV operating under the trade name BlueWalnut, registered in the trade register of the Chamber of Commerce under number 34269386.
- 1.2. **Services:** the services or work performed by the Contractor on behalf of the Client.: the party purchasing Services from the Contractor.: the party purchasing Services from the Contractor.
- 1.3. **Services:** the services or work performed by the Contractor on behalf of the Client.
- 1.4. **Agreement:** the Agreement to which these General Terms and Conditions apply.

2. Offers and proposals

- 2.1. Every offer or proposal made by the Contractor is non-binding and can be revoked by the Contractor at any time, even if the offer or proposal includes an acceptance period.
- 2.2. The Client is responsible for providing all information that the Contractor deems necessary or that the Client should reasonably understand is required for the conclusion and execution of the Agreement in a timely manner. If the Contractor's offer or proposal is based on information provided by the Client, the Client guarantees the accuracy and completeness of this information.
- 2.3. Images, drawings, sizes, weights, etc. of the Services provided by the Contractor as part of an offer or proposal are not binding and are intended only to provide a general picture of the offered Services.

3. Formation of the Agreement

The Agreement between the Contractor and the Client is concluded at the moment when:

- a. The Client has orally, in writing, or via email accepted the offer or proposal from the Contractor;
or,
- b. The Contractor has orally, in writing, or via email accepted the Client's request or assignment; or,
- c. The Contractor, with the Client's knowledge, has started performing the Services.

4. Applicability of General Terms and Conditions

- 4.1. These general terms and conditions apply to all offers and proposals made by the Contractor and all agreements concluded between the Contractor and the Client. The applicability of the Client's general (purchase) conditions is explicitly rejected.



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- 4.2. If one or more provisions of these general terms and conditions are null or void, the remaining provisions will remain fully applicable.

5. Execution of the Services

- 5.1. Unless otherwise agreed in writing with the Client, the Contractor does not undertake an obligation to achieve a result but rather an obligation to perform the agreed Services carefully and competently.
- 5.2. The Client shall provide the Contractor with all information requested or reasonably necessary for the proper execution of the Services. The Client guarantees the accuracy, completeness, and reliability of the information and documents provided to the Contractor, even if they originate from third parties. If the Client does not provide the required information in time or properly, causing delays, the additional costs and any extra fees for the Services will be borne by the Client.
- 5.3. The Contractor and its personnel are always bound by all applicable laws and regulations regarding the Services, unless expressly excluded by the parties.
- 5.4. The Contractor will only employ qualified and competent personnel for the execution of the Services, regardless of whether they are employees or hired/outsourced by the Contractor.

6. Data retention

- 6.1. BlueWalnut will retain all information received from the Client for no longer than strictly necessary and store it carefully, taking all reasonably necessary measures to prevent unauthorized access.
- 6.2. BlueWalnut is not liable for the loss or destruction of this information, unless due to willful misconduct and/or gross negligence on the part of BlueWalnut.

7. General Data Protection Regulation (GDPR)

- 7.1. Both parties are independent data controllers under this Agreement.
- 7.2. Each party ensures that it:
- Only processes personal data (as defined in Article 4, paragraph 1 of the GDPR) in accordance with the GDPR, for lawful and legitimate business purposes;
 - Only provides the other Party with personal data that is relevant and necessary for the legitimate business purposes of the other Party;
 - Provides personal data to the other Party via systems and processes agreed upon by the Parties; and
 - Promptly and adequately cooperates and provides information to the other Party to ensure that processing complies with the GDPR.



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- 7.3. Each Party will take demonstrable, appropriate technical and organizational measures to ensure a level of security appropriate to the risk, as referred to in Article 32 of the GDPR, to protect personal data from destruction, loss, alteration, unauthorized disclosure, or access, and to ensure timely availability.
- 7.4. Parties grant supervisory authorities access to relevant systems and documentation as required by law. If a supervisory authority determines that processing under this Agreement is unlawful, the Parties will immediately take measures to ensure compliance with the GDPR.
- 7.5. Each Party will inform the other Party immediately if a data subject lodges a complaint or exercises their rights under Chapter III of the GDPR. The Parties will cooperate as necessary to ensure appropriate handling of such complaints or rights.
- 7.6. Each Party shall ensure the proper execution of the following obligations:
 - a. Inform data subjects about the processing of their data (in accordance with Article 14 of the GDPR when the personal data has not been obtained from the data subject).
 - b. Handle requests from data subjects for access, rectification, or erasure of personal data or to restrict the processing concerning them, as well as the right to object to processing and the right to data portability and withdrawal of any given consent.
 - c. Inform the Party to whom the data has been provided, as well as third parties, about legitimate requests for, for example, rectification or erasure of consent, so that the relevant recipient can also ensure the adjustment or erasure of data.
- 7.7. BlueWalnut believes that, insofar as the data collected and processed by itself for the performance of the Services constitutes personal data, and this processing does not take place in the context of an Agreement where the data subject is a Party, such processing is permitted because it is necessary for the legitimate interests of BlueWalnut and/or the Client. If it is determined that such legitimate interest is not sufficiently compelling for the processing of the data, BlueWalnut will attempt to make the processing possible based on the data subject's consent for these specific purposes. However, BlueWalnut is not liable to the Client for any damage caused by the temporary or permanent inability to deliver the intended data, as a result of a decision by the Dutch Data Protection Authority or the competent court, and is not required to drastically change its business model or incur disproportionate costs to resume the delivery of the data.
- 7.8. BlueWalnut is also not liable to the Client or obliged to provide any compensation or a reduction in the agreed monthly fee if data subjects — whether via BlueWalnut or otherwise — request erasure or further non-processing, thereby rendering (part of) the data unusable by the Client.
- 7.9. The Parties shall indemnify each other against liability towards third parties in any way related to and/or arising from non-compliance by the Parties or their engaged third parties with the GDPR and/or legislation on cookies, including but not limited to Article 11.7a of the Telecommunications Act.



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8. Compensation and Billing

- 8.1. The fee for the Services agreed upon by the parties includes all costs of the Contractor, unless otherwise agreed. All amounts mentioned by the Contractor in its offer or invoice are exclusive of VAT and any other government levies.
- 8.2. The Contractor will not charge the Client additional costs if the modification or addition to the Services results from circumstances attributable to the Contractor.
- 8.3. Payment of the Contractor's invoices must be made within fourteen (14) days of the invoice date, in the manner and currency specified on the invoice, unless another payment term or method of payment has been expressly agreed upon by the parties. The Client waives the right to offset any claim against the Contractor with the Contractor's invoices or to suspend its payment obligation to the Contractor for that reason.
- 8.4. Any objections to an invoice from the Contractor must be reported to the Contractor by the Client within fourteen (14) days of receipt. A partial dispute of the invoice does not suspend the Client's payment obligation with respect to the undisputed portion.
- 8.5. If the Client fails to make payment within the agreed payment term, the Client is in default by operation of law. The Client shall owe interest for the period of default, which is equal to the statutory commercial interest rate in effect at that time. All costs associated with judicial or extrajudicial collection shall be borne by the Client. Without prejudice to the foregoing, the Contractor has the right to suspend the Services until the outstanding payment is made.
- 8.6. The prices or hourly rates agreed upon at the start of the Services are based on the price level at that time. The Contractor has the right to adjust the fees agreed with the Client annually according to the Service Price Index (DPI) published by the Central Bureau of Statistics.

9. Confidentiality

- 9.1. Each party shall treat the other party's confidential information with strict confidentiality. The parties agree that they will:
 - a. not use confidential information for any purpose other than the purpose for which the confidential information was provided; and
 - b. treat confidential information as strictly confidential and not disclose or reveal it to third parties, including other clients of the Contractor, competitors of the Client, the public, or the press.
- 9.2. Each party shall only disclose confidential information to its directors, employees, affiliated companies, lawyers, subcontractors, intermediaries, agents, and/or accountants if it deems necessary for these persons to have access to the confidential information in order to perform work arising from or related to the Agreement. The party shall explicitly inform the persons mentioned in this article about the



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confidential nature of the information prior to disclosure and shall impose upon them the same confidentiality obligation that applies to the party itself.

- 9.3. Notwithstanding the obligations under this Article 9, either party is permitted to disclose confidential information if it is required to do so by a court order or legal obligation, provided that:
- a. the interests of the party to whom the confidential information belongs are sufficiently protected during the disclosure, in accordance with the Agreement; and
 - b. the disclosing party has notified the other party in a timely manner of this mandatory disclosure, allowing the other party sufficient time to challenge such disclosure with the competent authority, provided such notification is permitted.
- 9.4. Upon written request of the other party, and in any case upon the termination of the work or the Agreement, for whatever reason, each party shall return and/or destroy all confidential information it holds from the other party, without retaining any copy in any form or on any data carrier, unless legal retention periods apply.

10. Privacy

If personal data is processed by the Client or the Contractor in the context of the performance of the Services, the parties shall comply with the General Data Protection Regulation (GDPR) and related laws and regulations.

11. Intellectual Property Rights

- 11.1. The conclusion of the Agreement or the performance of the Services will not affect the intellectual property rights of either party and does not entail the transfer of intellectual property rights to the other party, nor are usage rights (licenses) granted to a party unless the parties expressly agree otherwise.
- 11.2. The Client is not permitted to use the Contractor's logo and trademarks unless the Contractor has expressly provided written permission to do so.

12. Duration

- 12.1. If no duration has been agreed for the Agreement, the Contractor shall provide the Services for a minimum period of twelve months. Early termination or cancellation of the Agreement is only possible if explicitly stipulated in the Agreement or these general terms and conditions. If either party does not terminate the Agreement in writing at least three (3) months before the end of the Agreement, the Agreement will be automatically extended for another fixed period of twelve months.
- 12.2. If the parties have agreed upon a deadline for the completion of certain Services during the term of the Agreement, such a deadline will never be considered a strict deadline. In the event of a delay, the Client



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must provide written notice of default to the Contractor, granting the Contractor a reasonable period to complete the work.

- 12.3. The Agreement between the parties may be dissolved by either party with immediate effect and without the need for judicial intervention, by registered letter, if the other party fails to comply with one or more provisions of the Agreement, despite a written demand giving the other party a reasonable time to comply.
- 12.4. A party will be in default and the other party will have the right to terminate the Agreement in whole or in part with immediate effect and without prejudice to other legal rights if one or more of the following circumstances occur:
- a. a party ceases, dissolves, or liquidates its business in whole or in substantial part;
 - b. a party requests or obtains (temporary) suspension of payment;
 - c. a party is declared bankrupt.

13. Outsourcing to Third Parties

- 13.1. The Contractor is entitled to outsource the Services to a subcontractor or temporarily make use of qualified personnel from third parties, such as temporary workers, if necessary to fulfill its obligations.
- 13.2. If the Contractor engages third parties or subcontractors in the execution of the Services, the Contractor remains responsible for the selection and the work performed by these third parties and/or their employees. The services provided by these third parties are also subject to the service levels, as may have been agreed upon between the parties.

14. Liability

- 14.1. The Contractor's liability is limited to an amount of EUR 500 per event, with a maximum of EUR 1,500 per calendar year.
- 14.2. The liability of the parties for indirect or consequential damages is excluded. This includes, but is not limited to, loss of revenue, loss of profits, and missed savings.
- 14.3. None of the liability limitations mentioned in these general terms and conditions apply in cases of intent or gross negligence by a party or its personnel, or in cases of death or bodily injury.
- 14.4. The Client is obligated to report complaints about the Services to the Contractor immediately. The complaint must include a detailed description of the deficiency so that the Contractor can respond adequately. Any right to compensation will expire in any case twelve (12) months after the event from which the liability directly or indirectly arises.



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15. Force Majeure

- 15.1. The parties are not liable for failing to meet or for delays in fulfilling their obligations under the Agreement if and to the extent that the failure or delay is caused by a circumstance that constitutes force majeure. Force majeure does not include: failure to meet a guarantee, shortage of personnel, internal criminal acts, staff strikes (unless it is a national, industry-wide strike beyond the control of the Supplier's management), employee illness (unless there is an epidemic or pandemic), delays in the delivery of goods and/or services by third parties, defective materials, attributable failure or unlawful acts on the part of third parties engaged by a party, and/or liquidity or solvency problems.
- 15.2. If a party is unable to fully or partially meet its obligations due to force majeure, it must notify the other party immediately. If the Contractor invokes force majeure, it will immediately provide the Client with a recovery plan to resolve or mitigate the effects of the force majeure situation as soon as possible.

16. Miscellaneous

- 16.1. The performance of the Services or the content of the Agreement between the parties shall not be considered as establishing or creating an agency or joint venture between the parties. Neither party is permitted to assume any obligation (in whole or in part) on behalf of the other party unless expressly agreed otherwise.
- 16.2. The parties are not permitted to transfer or pledge the rights and obligations arising from the Agreement between them without prior written consent from the other party.
- 16.3. If an assignment is given to the Contractor by more than one person, each of them shall be jointly and severally liable for the amounts owed to the Contractor in connection with the Services under that assignment.
- 16.4. The Client shall not approach employees of the Contractor or subcontractors of the Contractor with a request to enter into the Client's employment. This prohibition applies during the term of the Agreement between the parties and for a period of six (6) months after its termination.

17. Applicable Law/Disputes

- 17.1. All legal relationships between the Client and the Contractor to which these general terms and conditions apply shall be governed by Dutch law.
- 17.2. The court in the district where the Contractor is established shall have exclusive jurisdiction over disputes between the Client and the Contractor, unless mandatory legal provisions dictate otherwise.