

These general terms and conditions (hereinafter: Terms and Conditions) apply to all quotations issued by Frisse Blikken to the other party (hereinafter: the Client), all Agreements entered into between Frisse Blikken and the Client (hereinafter: the Parties and each individually the Party), as well as all future agreements entered into between the Parties and all other contractual relationships insofar as related to Serious Games, but do not apply in case of agreements and contracts relating to project-based activities of young professionals working for Frisse Blikken. In these Terms and Conditions, "Frisse Blikken" or "Fresh Forces" is understood to be Frisse Blikken ondernemen met talent B.V. and any of its subsidiaries or other affiliates that have declared to the other Party that these Terms and Conditions apply.

I. GENERAL PROVISIONS

1. Definitions chapter I

- 1.1 Intellectual Property Rights: all intellectual property rights, including copyrights (*auteursrechten*), trademark rights (*merkenrechten*), patent rights (*octrooirechten*) and trade name rights (*handelsnaamrechten*), in respect of any work, including documents, designs, computer software, customized software (*maatwerkprogrammatuur*) and/or other whether or not electronically recorded information.
- 1.2 Agreement: the quotation signed by the Client or the agreement signed by the Parties, both of which shall be covered by these Terms and Conditions.

2. Basic principles

- 2.1 If a provision in a written Agreement between the Parties conflicts with these Terms and Conditions, the provision in the Agreement shall prevail.
- 2.2 The application of any of the Client's purchasing conditions or any other of its conditions is explicitly rejected. A signature on behalf of Frisse Blikken or an implied or express acceptance of the Client's documents in or on which it is stated that such general terms and conditions apply, for example because this has been pre-printed on stationery, shall never constitute the acceptance of Frisse Blikken of such purchasing conditions or any other of its conditions.
- 2.3 Changes to the terms and conditions of the Agreement may only be agreed between the Parties in writing.
- 2.4 Where the Parties refer to communication "in writing", this shall exclusively refer to letters and email.

3. Cooperation

The Client shall provide all information and cooperation in good time, which Frisse Blikken reasonably deems necessary for the performance of the Agreement. The Client guarantees that the information supplied is correct and complete and will take care of its timely delivery.

4. Intellectual Property Rights

- 4.1 All of the Intellectual Property Rights of Frisse Blikken shall remain vested in Frisse Blikken or in the third party from whom Frisse Blikken has obtained the right to make the work available to the Client. The Intellectual Property Rights as regards to any work will not be transferred to the Client in any manner at all. If Frisse Blikken grants a right of use to the Client, this shall be a non-exclusive, non-transferable and non-sub licensable right of use.
- 4.2 The Client is not allowed to i) distribute all or part of any application or documentation to any third party, ii) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the application documentation, iii) use any

application to operate in or as time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the application.

- 4.3 All of the Client's Intellectual Property Rights shall remain vested in the Client or in the third party from whom the Client has obtained the right to use the work.
- 4.4 All Intellectual Property Rights to all software and documentation as well as any preparatory material thereof developed or made available pursuant to the Agreement shall be vested exclusively in Frisse Blikken. The Client shall not be entitled to transfer title to (*vervreemden*), encumber (*bezwaren*), license or sublicense the software and/or documentation. The Client shall not duplicate (*verveelvoudigen*), publish (*openbaarmaken*) or copy the software or the goods identified in the present provision. The Client is allowed to copy the user instructions for internal use.
- 4.5 Frisse Blikken hereby indemnifies the Client against any claim brought by third parties in respect of any breach of their intellectual property rights within the scope of the Agreement, provided that: i) Frisse Blikken is given prompt notice of the claim, ii) Frisse Blikken is given immediate and complete control over the defence and/or settlement of the claim, and the Client fully cooperates with Frisse Blikken in such defence and/or settlement, iii) the Client does not prejudice in any manner Frisse Blikken its conduct of such claim, and iv) the alleged infringement is not based upon the use of the applications or documentation by the Client that is not in accordance with the Agreement or in a manner for which the documentation or applications was not designed.

5. Rates

- 5.1 Frisse Blikken is entitled to annually adjust its rates, in accordance with the Index by Statistics Netherlands for business services, monthly wages according to collective bargaining agreements, including special payments, SBI –2008: M-N, version with current figures (*CBS index zakelijke dienstverlening, cao-lonen per maand, inclusief bijzondere beloningen, SBI 2008: M – N, versie huidige cijfers*) or, in case of alteration of this index, the most comparable index. The reference date for the data is 15th of August of the current year whereby the months June of the previous year and June of the current year are compared with each other.
- 5.2 Rates shall be based on the price level applicable of the current calendar year. All rates stated in the Agreement shall be exclusive of VAT, in euro and shall be stated in (an annex of) the Agreement.
- 5.3 Without prejudice to article 5.1, Frisse Blikken shall be entitled, at its reasonable discretion, to adjust its rates to match any cost-increasing circumstances that are beyond the control of Frisse Blikken, such as cost-increasing circumstances that are the consequence of changes to legislation and regulations.
- 5.4 The Client can play up to 25 gameruns simultaneously without (pro-active) monitoring. If the Client plans to host an event that exceeds this amount, it has to contact Frisse Blikken to discuss this user scenario and decide whether additional monitoring or services are required. If these services require additional costs (such as but not limited to for hosting or implementation support), the Parties will discuss the amount of the additional costs depending on the specific circumstances.
- 5.5 The Client shall pay all invoices within 30 (thirty) days after the invoice date. The Client shall not be entitled to any discounts or set-offs (*verrekening*).
- 5.6 If the Client fails to pay any amounts owed within the agreed payment term, the Client shall owe the statutory interest rate on the outstanding amount, as referred to in sections 6:119a and 6:120 of the Dutch Civil Code (*wettelijke rente bij handelstransacties*). The Client shall also owe to Frisse Blikken any reasonable compensation for the extrajudicial costs and for any costs incurred by court proceedings in connection with collecting such claim or exercising its rights.

- 5.7 Upon written notice, Frisse Blikken shall have the right to suspend in whole or in part the further execution of the Agreement if the Client fails to comply with its duties under the Agreement.
- 5.8 Additional work (*meerwerk*) means the work outside the content and scope of the work agreed upon in writing between the Parties. Additional work will be invoiced in accordance with the agreed rates – and in the absence thereof in accordance with the customary rates of Frisse Blikken – and upon receiving the Client's written order confirmation or upon completing the additional work.
- 6. Invoicing conditions software**
- 6.1 All costs as agreed upon in the Agreement shall be invoiced annually in advance.
- 7. Confidentiality**
- 7.1 The Parties shall maintain strict confidentiality with regard to all information that has come to their knowledge regarding (the implementation of) the Agreement and of which they know or reasonably should know the confidentiality of the information, unless disclosure is permitted or obliged by law or a court order.
- 7.2 Parties guarantee that all individuals engaged directly or indirectly comply with the obligations mentioned in this article.
- 7.3 Unless agreed otherwise in writing, Frisse Blikken shall be allowed to communicate that the Agreement has been entered into in one or more press releases or other communications.
- 8. Privacy**
- 8.1 To the extent that the Agreement involves the processing of personal data by Frisse Blikken on the instructions and for the purpose of the Client, Frisse Blikken shall act as processor. In such capacity, Frisse Blikken will comply with all its statutory obligations as a processor. By entering into the Agreement, the Client instructs Frisse Blikken to process personal data in accordance with the applicable data processing agreement between Parties that is part of the Agreement. This Data Processing Agreement is available at: <https://frisseblikken.com/nl/privacy-security-game-studio>
- 8.2 Without prejudice to art. 7.1, Frisse Blikken shall collect, use, transfer or in any other way process personal data from the European Economic Area (hereinafter: the EEA) in accordance with the legislation on the protection of personal data from the EEA. Frisse Blikken shall ensure that a transfer of personal data to a third country or an international organization, is a country as described in art. 45 General Data Protection Regulation (hereinafter: the GDPR) or has appropriate safeguards as described in art. 46 GDPR and that such transfers and safeguards are documented in accordance with art. 30 (2) GDPR. In the event that personal data is processed outside the EEA based on a model contract for the transfer of personal data (as referred to in art. 46 (2) or (3) GDPR), the Client authorizes Frisse Blikken to conclude these clauses on its behalf.
- 9. Implementation and acceptance**
- 9.1 The principle of the implementation is that it is a joint effort by Frisse Blikken and the Client and the success of the implementation depends on the degree of cooperation and proper information provided by the Client. The Parties acknowledge that the implementation is an interactive and dynamic process wherein adjustments may occur in timing.
- 9.2 Implementation support will be provided by an implementation manual containing both functional and technical specifications for running the game. In addition, Frisse Blikken provides 4 hours of implementation support to be used at the Client's discretion.
- 9.3 Frisse Blikken and the Client will set a date for an acceptance test at which Parties will validate whether the game works within the Client's technical context. The A-matrix will be the basis for this validation. The Client will make any deficiencies known to Frisse Blikken without delay. If the Client does not make those deficiencies known to Frisse Blikken in writing within one (1) month after the implementation of the game, the Client shall be deemed to have discharged (*décharge verleend*) Frisse Blikken from its duties. If there are any (supposed) deficiencies by Frisse Blikken, Parties will consult on the necessary additional (implementation) activities.
- 10. Terms**
- 10.1 All the terms stated by Frisse Blikken have been established to the best of its knowledge, based on the data known to Frisse Blikken when entering into the Agreement and they will be respected to the greatest extent possible.
- 10.2 Any delivery dates and/or time limits stated in any Agreement, annex or quotation shall always apply as target dates, shall always be indicative and are no fatal terms (*fatale termijnen*) unless explicitly agreed otherwise. In all events, including if the Parties have explicitly agreed a final time limit in writing, Frisse Blikken shall only be in default (*verzuim*) after the Client has sent Frisse Blikken a written, proper and detailed notice of default (*ingebrekestelling*) and the reasonable term, that the Client has granted to Frisse Blikken to remedy the breach, has passed.
- 10.3 Frisse Blikken shall not be bound to any time limits or delivery dates that can no longer be complied due to circumstances beyond Frisse Blikken its control that have occurred after entering the Agreement. If any time limit threatens to be exceeded, Frisse Blikken and the Client shall consult with each other as soon as possible.
- 11. Liability**
- 11.1 Frisse Blikken accepts an obligation to compensate damages insofar as stipulated in this article. Frisse Blikken its total, cumulative liability in respect of the Client for direct damage or loss (*directe schade*) shall be limited to an amount equal to the amount paid by the Client to Frisse Blikken pursuant to the Agreement (excluding renewals). In this regard, a series of mutually related events that cause damage or loss shall be considered as one event and one fact causing the damage or loss.
- 11.2 Frisse Blikken shall not be liable for any indirect damage or loss (*indirecte schade*), including, without limitation, loss of profit, loss of data, claims from third parties, fines, penalties, lost income or lost savings, reputational damage or damage to one's image, or any other indirect damage or loss or consequential damage (*gevolgsschade*) or loss resulting from or in connection with any failure by Frisse Blikken to comply with an obligation or in connection with any unlawful act.
- 11.3 The Client shall indemnify Frisse Blikken against any claims from the Client's personnel in connection with the Agreement.
- 11.4 The Client shall only be entitled to any compensation of damages if the Client reports the damage to Frisse Blikken in writing as soon as possible, but no later than one (1) year after the damage has been caused.
- 11.5 The previous paragraphs of this article shall not apply if and in so far as such damage or loss was caused by Frisse Blikken its deliberate intent (*opzet*) or wilful recklessness (*bewuste roekeloosheid*).
- 12. Force Majeure**
- 12.1 In the event of force majeure (*overmacht*) affecting one of the Parties, the obligations pursuant to the Agreement shall be suspended for as long as the situation of force majeure lasts. Any non-conformance by suppliers of Frisse Blikken shall also be considered as force majeure. However, the suspension shall

not apply to the obligations that the force majeure does not concern and/or the obligations that already occurred before the situation of force majeure came into being.

- 12.2 If the situation of force majeure (*overmacht*) has lasted for more than sixty (60) days, the Parties will be entitled to terminate the Agreement by means of a registered letter, unless it is foreseeable that the situation of force majeure will be resolved within a reasonable period of time. Anything that already has been performed as a result of the Agreement shall then be settled *pro rata*, without the Parties owing each other anything else.

13. Subcontracting and transfer

Frisse Blikken is allowed to deploy third parties to carry out its obligations under the Agreement. The applicability of section 7:404 of the Dutch Civil Code is explicitly excluded. The Parties shall not be allowed to transfer the rights from the Agreement to a third party without the other Party's prior permission in writing.

14. Provisions being declared null and void

If any of the provisions of the Agreement (including these Terms and Conditions) is null and void (*nietig*) or is declared null and void (*vernietigd*), this shall be without prejudice to the legal effect of the other provisions.

15. Dissolution and termination

- 15.1 A Party shall have the right to terminate all or parts of the Agreement with immediate effect, without notice of default (*ingebrekestelling*), without judicial intervention being required and without this creating any obligation to compensate possible damage or loss of Parties if any of the following circumstances occurs:

- a. the other Party is declared bankrupt (*failliet verklaard*);
- b. temporary or permanent suspension of payment (*surseance van betaling*) is granted to the other Party;
- c. the enterprise of the other Party is liquidated or discontinued.

- 15.2 In the case of dissolution, the dissolution will only affect the obligations arising after the dissolution date and therefore the dissolution will not have retroactive effect.

- 15.3 The application of section 7:408 of the Dutch Civil Code is explicitly excluded. Without prejudice to the other rights of Frisse Blikken, including its right to additional compensation of damage (insofar as the damage would exceed the previous fine), if the Client terminates the Agreement prematurely, the Client shall owe Frisse Blikken an immediately due and payable penalty equal to the remaining outstanding amount for its services in question for the rest of the term of the Agreement.

- 15.4 Frisse Blikken shall be allowed to make changes (such as but not limited to the log-in procedure) to the game, which will then be the game within the meaning of the Agreement. In the event that these changes have an impact on the gameplay or accessibility of the game, Frisse Blikken will inform the Client in advance. Such changes do not give the Client the right to terminate the Agreement.

- 15.5 Any rights and duties from the Agreement which by their nature and content are intended to remain in effect, such as Intellectual Property Rights, liability, force majeure and dispute resolution, shall remain in full effect after termination or dissolution (*ontbinding*) of the Agreement.

16. Representation

- 16.1 Only the duly authorised representatives of the Parties shall be authorised to make any arrangements (in writing) that differ from the provisions of the Agreement.

17. Applicable law/Competent court

- 17.1 The Agreement (and the Terms and Conditions) shall be governed by Dutch law. Any and all disputes arising as a result of or in connection with the Agreement and the Terms and Conditions shall be submitted to the competent court in Utrecht, the Netherlands.

18. Term and termination

- 18.1 The Agreement commences on the date on which it is signed by both Parties and ends after the agreed period in accordance with the Agreement.