General Terms and Conditions of Growing Lemon B.V.

Growing Lemon B.V., having its registered office in Hengelo and its business address at Haaksbergerstraat 67, Rooms 1.31, 1.32 and 1.34, 7554 PA Hengelo, the Netherlands, registered in the Trade Register of the Chamber of Commerce under number 90674049, hereinafter referred to as: "Growing Lemon".

Article 1 - Definitions

1. In these general terms and conditions, the following terms shall have the following meanings:

   Offer / Quotation: Any quotation, price quotation or other offer made by Growing Lemon.

   Account: Any digital environment, user environment or licence required for the performance of the Agreement, including advertising accounts, social media accounts, hosting environments, CMS environments, email marketing software, CRM systems, analytics environments, dashboards and comparable systems of Growing Lemon, the Client or third parties.

   AI Systems: Software, models, tools or automations that use artificial intelligence, including generative AI, language models, image generators, analysis tools, agents, prompts and workflows.

   Services: All work performed or arranged by Growing Lemon for the Client, including marketing services, consultancy, interim marketing management, programming, web development, websites, designs, hosting, domain names, connectivity, tracking, dashboards and related work.

   Third-Party Costs: All third-party costs connected with the performance of the Agreement, including licence fees, hosting costs, domain name costs, media budgets, advertising costs, software costs, API costs, production costs and platform costs.

   Growing Lemon: Growing Lemon B.V., having its registered office in Hengelo and registered in the Trade Register of the Chamber of Commerce under number 90674049.

   IP Rights: All intellectual property rights and related rights, including copyright, database rights, trade mark rights, design rights, trade name rights, domain name rights, know-how and rights in software, source code, formats, designs, concepts, working methods and documentation.

   Client Data: All data, files, content, information, statistics, reports, customer and lead data, order data, datasets, exports and other data supplied by the Client to Growing Lemon or used or processed in connection with the Services.

   Materials: All materials developed, prepared, compiled, modified or used by Growing Lemon in connection with the Agreement, including texts, designs, logos, websites, landing pages, campaigns, reports, dashboards, strategies, documentation, templates, scripts, prompt structures, source files and source code.

   Media Budget: The budget for advertising space, placements, clicks, impressions, campaigns and other media purchases from third parties.

   Client: Any natural person acting in the course of a profession or business, or any legal entity, that enters into an Agreement with Growing Lemon or negotiates such an Agreement.

   Agreement: Any agreement concluded between the Parties, including any amendment, addition, follow-up assignment, partial assignment, assignment charged on the basis of actual

time and costs incurred, project assignment, Prepaid Service Package, subscription or other legal relationship to which these general terms and conditions apply.

Parties: Growing Lemon and the Client jointly.

Platforms: All third-party services, software, environments and systems used in the performance of the Services.

Project: A defined assignment with a clearly described result, scope or deliverable.

In Writing / Written: By letter, email, signed document, electronic acceptance or any other communication that can be stored in a durable form and consulted subsequently.

Prepaid Service Package: A bundle of hours or credits purchased in advance which the Client may use, within the agreed validity period, for Services offered by Growing Lemon.

Business Days: Monday to Friday, excluding generally recognised public holidays in the Netherlands.

2. References to the singular shall include the plural and vice versa, insofar as the context permits.

Article 2 - Applicability and order of precedence of documents

1. These general terms and conditions apply to every Offer, Quotation and Agreement and all Services of Growing Lemon, as well as to all additional assignments, follow-up assignments, amendments, additional work, work charged on the basis of actual time and costs incurred, and other legal relationships between the Parties.
2. The applicability of any general terms and conditions or other purchasing or contractual terms of the Client is expressly rejected.
3. Deviations from these general terms and conditions shall be valid only if and insofar as expressly agreed between the Parties In Writing.
4. If several documents apply, the following order of precedence shall apply in the event of a conflict:
   a. the signed Written agreement or order confirmation;
   b. the accepted Quotation or Offer, including its annexes;
   c. any separately agreed data processing agreement, SLA or other specific annex, insofar as specifically applicable to the subject concerned;
   d. these general terms and conditions.
5. Insofar as Growing Lemon uses third-party services or products in performing the Agreement, the terms of those third parties may also apply to those elements. In the event of a conflict between those terms and these general terms and conditions, the mandatory or unavoidably applicable terms of the third party shall prevail in respect of the relevant third-party product, solely for that element.
6. If any provision of these general terms and conditions is void, is annulled or otherwise proves wholly or partly invalid, the remaining provisions shall remain in full force and effect. In that event, the Parties shall consult with a view to agreeing a replacement provision that reflects the purpose and intent of the invalid provision as closely as possible.
7. Failure to enforce a provision immediately shall not constitute a waiver of any right.
8. Articles 7:404 and 7:407(2) of the Dutch Civil Code are excluded.

Article 3 - Offers, quotations and formation of the Agreement

1. Every Offer and Quotation made by Growing Lemon is non-binding, unless expressly stated otherwise In Writing in that Offer or Quotation.
2. An Offer or Quotation shall be valid for fourteen (14) days from its date, unless a different period is stated in the Offer or Quotation.
3. The Offer and Quotation are based on the information supplied by the Client. The Client warrants that this information is accurate, complete and up to date.
4. If, after an Offer or Quotation has been issued, information supplied by the Client proves to be inaccurate, incomplete or changed, Growing Lemon shall be entitled to adjust the Offer, schedule, scope, rates or other elements of the assignment accordingly.
5. Manifest mistakes, clerical errors, calculation errors, typographical errors or other obvious errors in an Offer, Quotation, price quotation or communication from Growing Lemon shall not bind Growing Lemon.
6. Unless expressly agreed otherwise In Writing, stated time frames, schedules, budgets, forecasts, results, reach figures, visitor numbers, rankings, leads, revenue, returns and other expectations are always indicative and shall never be construed as a guarantee of results.
7. The Agreement is formed when:
   a. the Client accepts the Offer or Quotation In Writing;
   b. Growing Lemon sends a Written order confirmation and the Client does not object to it without delay; or
   c. Growing Lemon actually commences performance of the assignment at the Client's request.
8. Any person placing an order or accepting an Offer on behalf of the Client warrants that they are authorised to do so.
9. Growing Lemon shall be entitled to refuse or revise an assignment, or to impose additional conditions on it, without giving reasons, including in the event of insufficient capacity, payment risk, a conflict of interest, reputational risk or a conflict with laws and regulations, third-party rights or platform terms.
10. Oral assurances and arrangements shall bind Growing Lemon only after Growing Lemon has confirmed them In Writing.

Article 4 - Services and scope of the assignment

1. Growing Lemon shall provide the Services as described in the Agreement, Quotation, order confirmation or other arrangements recorded In Writing between the Parties.
2. The content and scope of the assignment shall be determined exclusively by the arrangements recorded In Writing between the Parties. Work falling outside those arrangements shall constitute additional work.
3. Growing Lemon shall perform the Services with the care that may be expected of a reasonably competent service provider acting reasonably.
4. All Services are subject to an obligation to exercise reasonable efforts, unless the Parties have expressly agreed In Writing to an obligation to achieve a specific result. Growing Lemon does not

guarantee results that also depend on factors beyond its control, including platforms, algorithms, third parties, market conditions, cookie consent, data quality and end-user behaviour.

5. Growing Lemon shall determine how the Services are performed and may use its own methods, templates, software, AI Systems, standards and tools for that purpose.

6. Growing Lemon may engage third parties to perform all or part of the Services.

7. Unless expressly agreed otherwise, the Services do not include:
   a. legal, tax or accountancy advice;
   b. ongoing monitoring or support outside office hours;
   c. independently obtaining approvals, permits or consents; and
   d. work reasonably falling outside the agreed scope.
8. Growing Lemon is not required independently to investigate the legal, commercial or factual accuracy of content, claims, prices, product information, campaigns, designs, datasets or other input supplied or approved by the Client, unless expressly agreed otherwise In Writing.

9. Where performance of the Services depends on platform terms, technical limitations, third-party software, external suppliers or the Client's cooperation, Growing Lemon shall be required to perform the Services only within those constraints.

Article 5 - Term, renewal and termination on notice

1. The Agreement is entered into for an indefinite term, unless it is expressly agreed In Writing that it concerns a Project, a fixed term, a Prepaid Service Package or another defined contractual arrangement.
2. A Project shall end automatically once it has been delivered and accepted by the Client, without prejudice to provisions which, by their nature, are intended to survive the end of the Agreement.

3. Unless agreed otherwise In Writing, ongoing marketing services, consultancy, interim marketing management and comparable recurring Services are entered into for an initial fixed term of six (6) months.
4. Unless Written notice of termination of an Agreement referred to in paragraph 3 is given no later than one (1) month before the end of the current term, it shall automatically renew each time for a period equal to the term originally agreed in the Agreement. Following each renewal, the Agreement may be terminated In Writing subject to a notice period of one (1) month.

5. Different terms, renewal mechanisms and notice periods may apply to hosting, domain names, licences, software subscriptions, connectivity and other third-party Services or products. The Client must take these into account insofar as those Services or products are procured or managed for it under the Agreement.

6. The Client may not terminate a fixed-term Agreement, a Project or another defined assignment before its scheduled end, unless Growing Lemon agrees In Writing or mandatory law provides otherwise. In that event, all work already performed, capacity reserved, commitments entered into and Third-Party Costs incurred or yet to be incurred shall remain payable in full.

7. Where the Parties work on the basis of a fixed monthly allocation, reserved hours, subscription, retainer or similar capacity arrangement, those hours or that capacity shall remain payable if Growing Lemon has been unable to use them, in whole or in part, due to the Client.
8. Article 18 applies to Prepaid Service Packages.
9. Notice of termination or termination of the Agreement shall not release the Client from the obligation to pay fees already due, outstanding invoices, Third-Party Costs, Media Budgets and other commitments entered into before termination.
10. Growing Lemon's right to suspend performance, dissolve the Agreement or terminate it with immediate effect on the grounds of breach of contract, payment default or other grounds stated in these general terms and conditions remains unaffected.

Article 6 - Performance of the Services

1. Growing Lemon shall perform the Services carefully, professionally and to the best of its knowledge and ability, in accordance with the standards that may be expected of a reasonably competent service provider acting reasonably.
2. Unless expressly agreed otherwise In Writing, all time frames, schedules, publication dates, go-live dates, implementation dates and delivery dates specified or used by Growing Lemon are indicative and shall never constitute strict deadlines whose expiry automatically places Growing Lemon in default.
3. Failure to meet a time frame shall not entitle the Client to damages, dissolution, suspension or set-off, unless Growing Lemon remains in attributable breach after receiving a proper Written notice of default and a reasonable period to remedy the breach.
4. Within the limits of the Agreement, Growing Lemon shall independently determine the manner and sequence of performance, the personnel and tools deployed, and the methodology used to perform the Services.
5. Growing Lemon may use its own formats, templates, standards, software, scripts, automations, AI Systems, tools, working methods and other resources in performing the Services.
6. Growing Lemon may suspend or discontinue performance of all or part of the Services if the Client fails to provide the necessary information, input, access, approval, cooperation or payments on time.
7. If performance of the Services is delayed or made more onerous by circumstances attributable to the Client, the schedule shall be adjusted accordingly and Growing Lemon may charge for the resulting extra work and costs as additional work.
8. Growing Lemon is not required independently to investigate the legal, technical, commercial or factual accuracy of materials, information, claims, datasets, prices, terms or other input supplied or approved by the Client, unless the Parties have expressly agreed this In Writing.
9. Growing Lemon may refuse, decline to perform or discontinue work if, in its reasonable opinion, that work is or may be contrary to laws and regulations, third-party rights, platform terms, advertising codes, public policy, accepted principles of morality, or Growing Lemon's reputation or integrity.
10. Growing Lemon is not required to be regularly available outside normal office hours beyond the agreed scope, unless the Parties have expressly agreed otherwise In Writing.

Article 7 - Cooperation, input and responsibilities of the Client

1. The Client shall provide Growing Lemon in a timely manner with all information, instructions, materials, content, data, access, decisions, feedback, approvals and other cooperation necessary for proper performance of the Agreement.
2. The Client warrants the accuracy, completeness, currency and lawfulness of all information, materials, content, Client Data, datasets, Accounts, claims, pricing information, product information and other input supplied by or on its behalf.
3. The Client warrants that it is entitled to authorise the use, modification, publication, transmission, processing or other deployment, in connection with the Services, of materials, data and information supplied or approved by it.
4. The Client shall at all times remain responsible for the content and lawfulness of its business, products, services, prices, offers, campaigns, websites, online stores, landing pages, newsletters, tracking settings, privacy notices, cookie notices, general terms and conditions, and other communications or systems used in connection with the Services.
5. The Client shall review drafts, designs, campaigns, advertisements, texts, websites, dashboards, reports, automations and other results supplied by Growing Lemon carefully and in a timely manner, and shall notify Growing Lemon of objections or corrections without delay.
6. If the Client does not respond in a timely manner to requests for input, feedback or approval, Growing Lemon may adjust the schedule, suspend work or, insofar as reasonable, proceed on the basis of the latest available information or approved version.
7. The Client shall inform Growing Lemon without delay of facts and circumstances that may be relevant to the performance of the Agreement, including changes to its product range, stock, prices, contact details, technical environments, platform settings, target audience information, legislation, complaints, claims, regulatory requests, personal data breaches and platform notifications.
8. If the Client, itself or through third parties, makes changes to websites, online stores, Accounts, tracking, integrations, hosting environments, campaigns, dashboards, data sources or other elements on which Growing Lemon is performing or has performed work, the consequences shall be entirely at the Client's expense and risk.
9. Unless expressly agreed otherwise, the Client shall not supply special categories of personal data, confidential information belonging to third parties or other sensitive data for processing within the Services. If the Client nevertheless supplies such data or arranges for it to be supplied, it shall remain fully responsible for the lawfulness thereof and for implementing the required contractual and organisational safeguards.
10. Upon request, the Client shall designate one or more contact persons authorised to give instructions, make choices and grant approvals on its behalf.

Article 8 - Engagement of third parties and performance by persons assisting in performance

1. Growing Lemon may use employees, freelancers, persons assisting in performance, group companies, suppliers, specialist agencies, hosting providers, software suppliers, platforms and other third parties to perform the Agreement.
2. Growing Lemon shall determine which third parties it engages, unless the Parties have expressly agreed on a specific third party In Writing.

3. If work or elements of the Services are performed using third-party products, software, Accounts, licences, registries, tools, APIs, Platforms or infrastructure, Growing Lemon shall be required only to provide reasonable and professional coordination and performance within the limitations and terms of those third parties.
4. Growing Lemon shall not be liable for breaches, malfunctions, price changes, policy changes, security incidents, restrictions, blocks, discontinuation of services or other acts or omissions of third parties, unless the loss is directly caused by a separate breach attributable to Growing Lemon itself.
5. If Growing Lemon, at the Client's request or on its behalf, enters into agreements with third parties or orders, registers, activates, manages or renews third-party products or services, the associated terms, costs, obligations, renewals, notice periods and restrictions shall be at the Client's expense and risk, insofar as they relate to the relevant third-party product or service.
6. Growing Lemon is not required to conduct a dispute with a third party on the Client's behalf, unless the Parties expressly agree on this In Writing. Growing Lemon may charge for assistance in such a dispute as additional work.
7. Insofar as a third party applies its own terms, usage rules, licence terms, technical requirements or acceptance criteria, the Client must comply with them as soon as the relevant product or service is used or procured for the Client's benefit.
8. Growing Lemon may pass on charges for third-party work to the Client insofar as reasonably possible, with or without an agreed mark-up, handling fee or management fee.
9. If a third party, tool or supplier specified by the Client impedes, delays or complicates performance, Growing Lemon shall not bear that risk and may adjust the schedule or rates and charge for additional work.

Article 9 - Projects, websites, web development and programming

1. This article applies to all Projects and technical Services, including websites, online stores, web development, programming, bespoke development, landing pages, forms, dashboards, automations, integrations, migrations, maintenance and comparable digital products or work.
2. Growing Lemon shall perform technical Services on the basis of the specifications, brief, scope and schedule agreed In Writing. If specifications are absent or unclear, Growing Lemon may rely on the Offer, Quotation, assignment description and information supplied by the Client.
3. The Client shall supply in a timely manner all content, product information, brand identity materials, texts, images, videos, datasets, technical information, access, approvals, legal texts and other input needed for performance.
4. If the Client fails to provide the required input on time, Growing Lemon may use placeholders, sample material, assumptions or temporary content. Subsequent replacement, supplementation or modification thereof shall constitute additional work, unless expressly agreed otherwise.
5. Unless expressly agreed otherwise In Writing, Growing Lemon does not warrant error-free operation under all circumstances, suitability for every specific use, compatibility with all

browsers, devices, software versions or future technical environments, or full continuity following delivery.

6. Growing Lemon shall endeavour to ensure that delivered technical results function properly at the time of delivery in commonly used and reasonable technical environments, but gives no guarantee regarding performance, speed, security, discoverability, conversion, ranking or commercial results.
7. The use of open-source software, CMS systems, plugins, themes, frameworks, libraries, APIs, payment providers, external scripts or other third-party components is permitted, unless the Parties expressly agree otherwise. Growing Lemon shall not bear the risk of the consequences of changes, updates, discontinuation or restrictions affecting such components, unless the loss arises directly from a breach attributable to Growing Lemon itself.
8. Maintenance, support, further development, security updates, bug fixes, monitoring, backups, hosting and remedial work following delivery shall form part of the Agreement only if and insofar as expressly agreed by the Parties In Writing.
9. If the Client or a third party engaged by it makes changes to the code, configuration, structure, hosting environment, integrations or other technical components after delivery or during performance, the consequences shall be entirely at the Client's expense and risk. Remedial work by Growing Lemon shall in that event constitute additional work.
10. Bespoke development, data imports, migrations and integrations also depend on the quality, structure, availability and compatibility of existing systems, data and software of the Client and third parties. Growing Lemon shall not be liable for resulting delays, loss or errors, unless there is a separate breach attributable to Growing Lemon itself.

Article 10 - Hosting, domain names, connectivity, integrations and technical infrastructure

1. Hosting, domain names, DNS management, email services, SSL certificates, connectivity, external integrations, API connections, feeds, server environments, cloud environments, backups, monitoring, maintenance, updates and comparable technical infrastructure shall be covered by the Agreement only if and insofar as expressly agreed In Writing.
2. Unless the Parties have expressly agreed In Writing on a service level agreement or other specific performance commitments, Growing Lemon gives no guarantee regarding uptime, response times, recovery times, availability, security levels, backup frequency, performance or continuity.
3. Domain names, hosting, licences, certificates, software subscriptions, API access and other third-party technical services shall be subject to the relevant third party's terms, durations, renewal cycles, notice periods and price changes. The Client must take these into account.
4. The Client is responsible for supplying in a timely manner, and keeping up to date, all information required for registrations, renewals and technical services, including registered holder details, contact details, verifications, payment details and administrative information.
5. If Growing Lemon registers, manages, renews or advances payment for third-party technical services on behalf of or for the benefit of the Client, all associated costs, renewals and obligations shall be borne entirely by the Client.

6. Growing Lemon shall not be liable for outages, malfunctions, delays, data loss, security incidents, blocks, DNS problems, email problems, API changes, integration problems, downtime or other technical problems originating in third-party services or infrastructure, unless the loss is directly caused by a separate breach attributable to Growing Lemon itself.

7. External connections, integrations, APIs, feeds and connections to third-party systems depend on those third parties' availability, documentation, usage rights, settings and technical requirements. If a third party changes, restricts or discontinues a connection, Growing Lemon may adjust its work accordingly, suspend it or continue it as additional work.

8. Unless expressly agreed otherwise, incident response, urgent repairs, emergency support, malware removal, security investigations, data recovery and work outside normal office hours are not included in the standard Services. If Growing Lemon performs such work, it may charge an additional fee.

9. The Client is responsible for paying, or arranging payment of, all costs necessary to maintain technical infrastructure and third-party technical services in a timely manner. If such costs are not paid on time, Growing Lemon may suspend its work or restrict technical services without liability for the consequences.

10. On termination of the Agreement, Growing Lemon shall, insofar as reasonably possible and after full payment of all outstanding amounts, cooperate in an orderly transfer of hosting, domain names, integrations or other technical infrastructure, subject to third-party limitations and payment of any reasonable exit or migration costs.

Article 11 - Marketing services, consultancy and interim marketing management

1. This article applies to all marketing-related Services provided by Growing Lemon, including strategic advice, marketing guidance, implementation of marketing activities, interim marketing management, project guidance, campaign coordination and other advisory or operational marketing work.
2. Advice, strategies, plans, roadmaps, positioning, priorities, growth scenarios, budget allocations, forecasts, dashboards, analyses and recommendations provided by Growing Lemon are based on the information available at the time the advice is given and constitute professional assessments only.
3. The Client shall at all times remain responsible for business decisions, investment decisions, budget decisions, commercial choices, personnel decisions and the implementation of advice provided by Growing Lemon.
4. If Growing Lemon provides interim marketing management or comparable temporary management or coordination services, Growing Lemon shall continue to act as a contractor and not as a statutory director, de facto policymaker, authorised representative or employer of the Client, unless expressly agreed otherwise In Writing.
5. In connection with interim work, Growing Lemon is responsible only for the agreed advice, coordination and performance, and not for acts or omissions of the Client's employees, suppliers or other third parties, unless there is a separate breach attributable to Growing Lemon itself.

6. If marketing or consultancy work also depends on the cooperation of the Client, its personnel, systems or third parties engaged by it, Growing Lemon shall perform within those constraints.

7. Growing Lemon may adjust its advice, priorities, schedule or deployment if warranted by changed facts, market conditions, technical circumstances, platform developments or insights.

8. Unless expressly agreed otherwise In Writing, marketing and consultancy services do not include the provision of binding legal, tax, financial or HR advice.

Article 12 - SEO, SEA, social media, email marketing, automation and affiliate marketing

1. This article applies to all Services relating to SEO, SEA, social advertising, social media management, community management, email marketing, marketing automation, LinkedIn automation, Meta ads, affiliate marketing and other forms of digital visibility, distribution, customer acquisition and optimisation.
2. The Client acknowledges that the results of these Services depend on numerous factors beyond Growing Lemon's control, including algorithms, competition, market conditions, advertising policies, platform terms, cookie consent, data quality, the technical performance of websites, content quality, budgets and end-user behaviour.

3. Growing Lemon may configure, test, change, optimise or pause campaigns, advertisements, keywords, bidding strategies, audiences, the channel mix, creative assets, mailings, workflows, placements and other elements of performance in accordance with its professional judgement, unless the Parties have expressly agreed otherwise In Writing.

4. The Client shall remain responsible for the accuracy, completeness and lawfulness of all advertisements, emails, landing pages, product information, prices, promotions, claims, offers, reviews, images, audience data, mailing lists, affiliate assets and other campaign input supplied or approved by or on its behalf.
5. Growing Lemon is not required independently to check whether campaigns, communications, email mailings, automation flows, scraping activities, outreach, tracking or affiliate activities requested by the Client comply with laws and regulations, platform terms, anti-spam rules, privacy rules or industry codes, unless the Parties have expressly agreed In Writing on specific compliance work.
6. If a platform, network, publisher, software supplier or other third party rejects, restricts, pauses, blocks, suspends or removes an Account, campaign, advertisement, sending domain, mailbox, tracking method, automation or affiliate placement, Growing Lemon shall not be liable, unless the loss arises directly from a separate breach attributable to Growing Lemon itself.

7. For email marketing, direct marketing, automation, remarketing, LinkedIn automation and comparable Services, the Client is responsible for the lawfulness of contact details, mailing lists, opt-ins, legal bases, suppression lists, segmentations, personal data and sending domains, and for compliance with privacy and telecommunications rules.
8. In relation to affiliate marketing, Growing Lemon does not warrant the performance, availability, quality, reliability or continuity of affiliate networks, publishers, affiliates or external traffic sources, or compliance by such third parties with their commitments.

9. If Growing Lemon performs work on the basis of a content calendar, placement schedule, mailing schedule, campaign schedule or other recurring schedule, it may adjust that schedule if it considers this desirable or necessary in its professional judgement.

Article 13 - Design, content, branding, logos and business names

1. This article applies to all creative and content-related Services provided by Growing Lemon, including designs, branding, graphic design, copywriting, content creation, content editing, logo development, brand communications, brand identities, names, slogans, templates, social content, advertisements, presentations and comparable creative work.
2. Unless expressly agreed otherwise In Writing, Growing Lemon's creative Services are based on the brief, taste, style, positioning, target audience and interpretation. Differences in taste, changed preferences or evolving views on the part of the Client shall not in themselves constitute a breach by Growing Lemon.
3. Growing Lemon shall perform the creative Services on the basis of the brief and input supplied by the Client. The Client warrants the accuracy, lawfulness and usability of that brief and input.
4. The Client shall remain responsible for the legal permissibility and commercial accuracy of names, slogans, claims, logos, figurative marks, product names, packaging statements and other commercial communications used, unless the Parties have expressly agreed In Writing that Growing Lemon will conduct specific legal trade mark or name searches.
5. Growing Lemon does not guarantee that a proposed business name, trade name, domain name, slogan, logo or other distinctive sign is available, can be registered, is free of third-party rights or can be used without legal risk.
6. Unless expressly agreed otherwise, the assignment does not include searches relating to filings, trade marks, names or availability, or applications for or registration of trade names, trade marks, domain names or other rights.
7. Correction rounds and revisions include only reasonable adjustments within the original brief and agreed scope. New approaches, changes of direction, substantial revisions, extra variants or additional concepts shall constitute additional work.
8. Growing Lemon may use stock material, fonts, templates, software, AI Systems, image libraries, sources of inspiration or other tools, provided this is consistent with the nature of the assignment and the applicable licence terms.
9. The Client warrants the lawfulness of all texts, photographs, videos, audio, testimonials, reviews, portraits, music, fonts, logos and other content or creative input supplied or approved by it, and shall indemnify Growing Lemon against third-party claims in that respect.
10. Concepts, rejected designs, rough sketches, preliminary studies, creative directions, name proposals, formats, prompts, templates and other non-final or unaccepted Materials shall at all times remain the property of Growing Lemon and may not be used by the Client without Growing Lemon's prior Written consent.

Article 14 - Reports, dashboards, tracking and data configuration

1. This article applies to all Services relating to reports, dashboards, tracking, analytics, tag management, data configuration, conversion measurement, data integrations, consent solutions, pixels, scripts, feeds, attribution, server-side tagging and comparable measurement or analysis solutions.

2. Growing Lemon shall endeavour to set up and maintain reports, dashboards and tracking configurations carefully, but does not guarantee that measurements will always be complete, error-free, real-time, uniform or legally sufficient.
3. The Client acknowledges that measurement results may be affected by cookie consent, browser settings, ad blockers, privacy settings, data quality, platform limitations, API limitations, technical malfunctions, attribution models, delays, sampling, modelling, third-party settings and changes to third-party systems.
4. Discrepancies between different systems, dashboards, advertising platforms, CRM systems, online stores, analytics environments, financial records and other data sources shall not in themselves constitute a breach by Growing Lemon.
5. The Client shall remain responsible for the accuracy, completeness, currency and lawfulness of all data used for tracking, reporting, dashboards, audience creation, conversion measurement, attribution, segmentation and optimisation.
6. Through reports, dashboards and analyses, Growing Lemon provides management and decision-support information only. This information does not constitute accountancy, tax, legal or binding financial reporting.
7. Insofar as the Services also relate to cookies, pixels, server-side tagging, consent mode, enhanced conversions, customer matching, profiling, remarketing or other privacy-sensitive measurement or marketing techniques, the Client shall remain responsible for the required legal bases, information obligations, consents and further compliance with privacy and telecommunications rules.
8. Growing Lemon may change the configuration of tracking, dashboards or reports if, in its reasonable opinion, this is necessary due to technical developments, changed platform requirements, privacy developments, a changed scope or optimisation of the Services.
9. If data sources, Accounts, APIs, feeds, tags or other measurement components are changed, removed, restricted or made inaccessible by the Client or third parties, the consequences shall be at the Client's expense and risk, and Growing Lemon may charge for the resulting work as additional work.

Article 15 - Accounts, Platforms, Media Budgets and third-party costs

1. The Client shall ensure that Growing Lemon has timely access to all Accounts, access rights, administrator rights, verifications, authorisations, payment methods, API keys, budget settings and other rights or resources required to perform the Agreement.
2. Unless expressly agreed otherwise In Writing, the Client's Accounts, Platforms and registrations shall remain in the Client's name and at its risk. Growing Lemon is not required to open or maintain such accounts or environments in its own name.
3. The Client shall remain responsible for the configuration, security, registered holder details, payment settings, verification, availability and continuity of its Accounts and Platforms.
4. Media Budgets, advertising costs, licence fees, platform costs, production costs, hosting costs, domain name costs, software costs, subscription fees and other Third-Party Costs are not included in Growing Lemon's agreed fee, unless expressly agreed otherwise In Writing.
5. If Growing Lemon advances, passes on or manages Third-Party Costs, or makes purchases on the Client's behalf, the Client must reimburse those costs in full on first request. In that event,

Growing Lemon may require advances, security or payment in advance.

6. Growing Lemon may charge a mark-up, handling fee, management fee or margin on Media Budgets, media purchases or other Third-Party Costs if and insofar as expressly agreed.

7. If minimum purchases, terms, cancellation charges, renewals, purchase commitments or termination costs apply to media purchases, advertising placements, software, publishers, affiliates, platforms or other third parties, these shall be at the Client's expense and risk once the Client has agreed to them or Growing Lemon has entered into them at the Client's request or with its approval.
8. Growing Lemon shall not be liable for loss of Media Budgets, frozen balances, expired credits, rejected budgets, account blocks or other financial consequences arising from decisions or actions of platforms or third parties, unless the loss arises directly from a separate breach attributable to Growing Lemon itself.
9. If the Client makes insufficient budget, payment resources, credits, authorisations or approvals available, Growing Lemon may suspend, restrict or delay all or part of the Services without liability for the consequences.

10. On termination of the Agreement, all commitments already entered into or irreversible commitments relating to media budgets, media purchases, platform costs, software, licences and other Third-Party Costs shall remain payable in full by the Client.

Article 16 - Use of AI Systems and AI-assisted work

1. Growing Lemon may use AI Systems, including third-party AI Systems, in performing the Services for purposes including analysis, research, idea generation, content development, automation, workflow support, programming, design, reporting, optimisation and other supporting or operational work.
2. Unless expressly agreed otherwise In Writing, the use of AI Systems shall be a permitted part of Growing Lemon's normal business operations and service provision.

3. Growing Lemon does not guarantee that AI output is error-free, complete, up to date, unique or free of third-party rights. The Client shall itself review and verify AI-assisted output before use, publication, transmission or further processing.
4. Unless the Parties have expressly agreed otherwise In Writing, Growing Lemon does not guarantee that Materials developed using AI qualify for protection under IP Rights.

5. The Client shall not supply special categories of personal data, confidential information belonging to third parties, trade secrets or other sensitive information for processing using AI Systems, unless the Parties have expressly agreed on this in advance In Writing and the required safeguards have been implemented.
6. Growing Lemon may develop, use and reuse its own prompt structures, prompt libraries, workflows, agents, templates, scripts, automations and other AI-related methods or tools. These shall remain part of its own know-how and Materials.

7. If the Client instructs Growing Lemon to use a specific AI System, specific AI output or a specific model or supplier chosen by the Client, the consequences and risks arising from its

characteristics, terms or limitations shall be at the Client's expense and risk.

8. Growing Lemon shall not be liable for loss arising from the Client's use of AI output without appropriate checks, human verification or legal review, unless there is a separate breach attributable to Growing Lemon itself.

Article 17 - Additional work, changes and charging on an actual-cost basis

1. If, during performance of the Agreement, a change to the content, scope, schedule, approach or extent of the Services proves desirable or necessary, the Parties must consult on that change.

2. Additional work shall in any event include work performed outside the originally agreed Services, scope, brief, schedule or assumptions.
3. Additional work may arise from, among other things, additional requests from the Client, changed views, extra correction rounds, urgent requests, delayed input, inaccurate or incomplete information, additional compliance requirements, changes to third-party systems, malfunctions, remedial work or changes to the technical or commercial premises of the assignment.
4. Growing Lemon shall inform the Client as promptly as possible if it anticipates additional work or that performance of the assignment will consequently affect the price, schedule or deployment.

5. Additional work shall be performed at the rates agreed between the Parties or, in the absence thereof, at Growing Lemon's then-current standard rates.
6. Growing Lemon may perform and charge for additional work even without the Client's prior express approval if that work is reasonably necessary to prevent loss, disruption, delay or technical or operational problems, or if the Client's conduct indicates its agreement to that additional work.
7. If work is charged on the basis of actual time and costs incurred, the hours spent, work performed and any resources used or third-party costs incurred shall be recorded and charged to the Client periodically.
8. Unless expressly agreed otherwise In Writing, Growing Lemon may record work charged on an actual-cost basis in units of fifteen (15) minutes.
9. Reduced use of agreed capacity, hours, consultation sessions, production capacity or other resources due to the Client shall not entitle the Client to a refund, discount, set-off or reduction of the agreed fee, unless the Parties expressly agree otherwise In Writing.

10. Growing Lemon is not required to accept a change to or extension of the Services requested by the Client if, in its reasonable opinion, it is not feasible, appropriate or compatible with its schedule, capacity, quality requirements or interests.

Article 18 - Prepaid Service Package

1. If the Parties agree on a Prepaid Service Package, the Client shall be entitled, during the agreed validity period, to the use of the number of hours, credits or units specified in the Agreement or Quotation.
2. Unless expressly agreed otherwise In Writing, a Prepaid Service Package shall be valid for twelve (12) months from the invoice date or the agreed commencement date.

3. A Prepaid Service Package entitles the Client only to the Services specified in that package or in the Agreement and may not, without Growing Lemon's Written consent, be used for other work, other clients, other group companies or other purposes.

4. Growing Lemon shall schedule work under a Prepaid Service Package on the basis of reasonable availability, capacity, urgency and the nature of the work. A Prepaid Service Package does not confer any right to immediate availability, priority or guaranteed response times, unless the Parties expressly agree otherwise In Writing.
5. Unless expressly agreed otherwise In Writing, hours or credits under a Prepaid Service Package shall be deducted on the basis of actual time spent and work performed, including reasonable preparation, execution, consultation, coordination, analysis, corrections and aftercare.

6. Growing Lemon may refuse work outside the scope or nature of the Prepaid Service Package, or charge for it separately as additional work or as a separate assignment.

7. Unused hours, credits or balances shall expire automatically at the end of the validity period of the Prepaid Service Package, without any refund, set-off, suspension or extension, unless the Parties expressly agree otherwise In Writing.
8. A Prepaid Service Package is non-refundable, may not be terminated in respect of its unused portion, and may not be transferred to third parties without Growing Lemon's prior Written consent.
9. If a Prepaid Service Package is fully used before the end of its validity period, Growing Lemon is not required to perform further work until the Parties have made new arrangements or the Client has purchased additional hours or a new Prepaid Service Package.

10. In addition to this article, all other provisions of these general terms and conditions apply to a Prepaid Service Package, in particular the provisions on additional work, payment, liability, IP Rights and termination.

Article 19 - Delivery, revisions, acceptance and go-live

1. Insofar as the Services result in a defined result, Project or specific deliverable, the relevant work shall be considered delivered as soon as Growing Lemon notifies the Client that it is ready for review, testing, use, go-live or acceptance.
2. The Client must carefully review a deliverable, draft, version or result within a reasonable period and notify Growing Lemon In Writing, with particulars, of any objections, defects or deviations.

3. Unless expressly agreed otherwise In Writing, a complaint or acceptance period of fourteen (14) days after delivery shall apply to complex deliverables, including websites, online stores, dashboards, integrations, automations and programming work. A period of five (5) Business Days after delivery shall apply to other deliverables.
4. If the Client does not respond In Writing with reasons within the applicable period, the deliverable shall be deemed tacitly and unconditionally accepted.
5. Putting into use, publication, go-live, distribution, exploitation, transmission, implementation or any other actual use of a deliverable by or on behalf of the Client shall always constitute acceptance of that deliverable.

6. The Client may reject a deliverable only if and insofar as it materially deviates from the specifications expressly agreed In Writing. Minor defects, immaterial deviations, aesthetic differences, differences in taste or new requests shall not constitute grounds for rejection.

7. If a deliverable is justifiably rejected within the applicable period, Growing Lemon shall be given a reasonable opportunity to remedy the relevant failure or provide a reasonable alternative solution.
8. Unless expressly agreed otherwise In Writing, the assignment includes only the number of revision rounds, correction opportunities or feedback cycles specified in the Quotation or Agreement. Extra revisions, additions or changes shall constitute additional work.
9. Growing Lemon shall not be liable for defects, disruptions or imperfections arising after a deliverable has been accepted or made live and resulting from changes by the Client, third parties, platforms, browsers, software updates, hosting environments or other external factors.

10. No separate delivery or acceptance procedure applies to ongoing Services, optimisation programmes, consultancy services, campaign management, SEO, advertising, social media, email marketing and comparable Services without a defined deliverable, unless the Parties expressly agree otherwise In Writing.

Article 20 - Prices, price changes and annual indexation

1. All prices, rates and fees charged by Growing Lemon are in euros and exclude VAT and other government levies, unless expressly stated otherwise In Writing.

2. Unless expressly agreed otherwise In Writing, Growing Lemon's prices and fees do not include Media Budgets, Third-Party Costs, travel and accommodation expenses, urgency surcharges, costs of external tools or licences, shipping costs, production costs or other costs not expressly included in the Quotation or Agreement.
3. Growing Lemon may adjust agreed rates and prices annually with effect from 1 January in accordance with changes in the Consumer Price Index (CPI) for all households, as published by Statistics Netherlands (CBS), or any index replacing it.

4. Indexation as referred to in paragraph 3 shall not entitle the Client to dissolution, termination on notice, suspension or damages.
5. Growing Lemon may also change prices, rates and fees during the term in the event of increased personnel costs, increased supplier costs, third-party price increases, changes in laws or regulations, an extension of scope, changed market conditions, changes to the assignment or other objectively justified grounds.
6. If a price change referred to in paragraph 5 constitutes a material increase that does not arise directly from indexation, legislation, third-party price increases or a change in scope, Growing Lemon shall inform the Client in a timely manner.
7. If a material price increase referred to in paragraph 6 relates to an ongoing Agreement and the Client does not wish to agree to that increase, the Client may terminate the relevant Agreement by Written notice with effect from the date on which the increase takes effect, provided that such notice is given within thirty (30) days after Growing Lemon has notified the Client of the increase.

8. The right of termination referred to in paragraph 7 shall not apply if the price increase results from annual indexation, third-party price increases, changes in laws or regulations, increased levies or taxes, or a change to or extension of the Services at the Client's request.

9. If the Parties use hourly rates, half-day rates, retainers, fixed monthly fees, project prices or combinations thereof, Growing Lemon may differentiate its pricing structure according to the nature of the Service, specialisation, seniority, urgency or use of third parties, provided this is consistent with the Agreement or further Written arrangements.
10. Manifest errors or clerical mistakes in price lists, budgets, calculations, quotations or other price statements shall not bind Growing Lemon.

Article 21 - Invoicing, payment, advance payment, collection and suspension

1. Growing Lemon may issue invoices electronically.
2. Unless expressly agreed otherwise In Writing, the payment term shall be fourteen (14) days from the invoice date.
3. Growing Lemon may issue invoices in advance, in arrears, in instalments, monthly, per Project phase, by way of an advance, on the basis of actual time and costs incurred, or in another manner agreed between the Parties.
4. Unless expressly agreed otherwise In Writing, recurring Services and subscriptions shall be invoiced monthly and work charged on the basis of actual time and costs incurred shall be invoiced periodically in arrears.
5. Growing Lemon may at any time require full or partial payment in advance, an advance, direct debit, additional security or interim invoicing, including where warranted by the nature of the assignment, the amount of the investment, the engagement of third parties or the payment risk.

6. The Client may not suspend payments, apply set-off or make deductions, unless expressly permitted by mandatory law.
7. Objections to an invoice must be notified to Growing Lemon In Writing, with reasons, within fourteen (14) days of the invoice date, failing which the invoice shall be deemed accepted. Such an objection shall not suspend the payment obligation.
8. If the Client fails to pay on time, it shall automatically be in default without any further notice of default being required. From the due date, the Client shall owe statutory interest for commercial transactions as referred to in Article 6:119a of the Dutch Civil Code.
9. All reasonable extrajudicial and judicial collection costs incurred by Growing Lemon in collecting its claims shall be borne by the Client. Extrajudicial collection costs shall be at least fifteen per cent (15%) of the outstanding amount, with a minimum of EUR 500, without prejudice to Growing Lemon's right to reimbursement of higher costs actually incurred, unless mandatory law provides otherwise.
10. Payments made by the Client shall first be applied to costs due, then to interest and finally to the oldest outstanding principal amounts.
11. If the Client fails to meet its payment obligations in full or on time, or if, in Growing Lemon's reasonable opinion, there is doubt about the Client's ability to pay, Growing Lemon may suspend all or part of the performance of the Agreement, block access to Materials, deliverables, Accounts or systems, discontinue further work or require additional security,

without any obligation to pay damages.

12. All claims of Growing Lemon against the Client shall become immediately due and payable if the Client is declared bankrupt, applies for a suspension of payments, ceases or liquidates its business, is placed under guardianship or an administration order, commences a restructuring process under the Dutch Act on the Confirmation of Private Restructuring Plans (WHOA), or if a substantial part of its assets is attached.

Article 22 - Termination, dissolution and right of retention

1. Without prejudice to the other rights of termination provided for in these general terms and conditions, Growing Lemon may suspend, dissolve or terminate all or part of the Agreement with immediate effect if the Client is in attributable breach of its obligations and, insofar as the breach can be remedied, fails to remedy it within a reasonable period specified in a Written notice of default.
2. Growing Lemon may also suspend, dissolve or terminate all or part of the Agreement with immediate effect, without notice of default, if:
   a. the Client is declared bankrupt or files for bankruptcy;
   b. the Client applies for a suspension of payments;
   c. the Client ceases, liquidates or transfers all or part of its business;
   d. a substantial part of the Client's assets is attached;
   e. the Client leaves a due and payable invoice unpaid despite a payment demand;
   f. in Growing Lemon's reasonable opinion, it can no longer reasonably be required to continue the Agreement due to laws and regulations, reputational risk, integrity issues, conflicts of interest or the Client's conduct.
3. If the Agreement ends for any reason, all accrued payment obligations, Third-Party Costs, Media Budgets, cancellation charges, work already performed, capacity reserved and other entitlements of Growing Lemon arising up to the time of termination shall remain fully enforceable.
4. Termination of the Agreement shall not affect provisions which, by their nature, are intended to survive its end, including in any event provisions concerning payment, IP Rights, rights of use, confidentiality, privacy, liability, indemnities, retention, disputes and governing law.
5. Growing Lemon may retain all items, files, Materials, source files, source code, reports, data, deliverables, login details, documentation, Accounts, exports and other results of the Services in its possession and suspend their release, transfer, go-live, publication or migration until the Client has paid all due and payable claims of Growing Lemon in full.
6. The right of retention in paragraph 5 shall also apply insofar as Growing Lemon can reasonably exercise actual or technical control over digital environments, deliverables or access, provided that Growing Lemon shall always make a reasonable assessment of the interests involved.
7. Unless expressly agreed otherwise In Writing, Growing Lemon is not required after termination to actively maintain, manage or monitor Services, Accounts, campaigns, websites, hosting environments, integrations, data, dashboards or other technical or marketing configurations.
8. If the Client terminates the Agreement prematurely or otherwise obstructs performance, Growing Lemon may claim compensation for work already performed, capacity reserved, reasonably foreseeable loss of profit and obligations to third parties already entered into or no longer

cancellable free of charge, insofar as permitted by law.

9. The Client's rights to use, transfer or exploit Materials shall arise or continue to exist only insofar as the Client has fully met all its due and payable obligations to Growing Lemon.

10. Growing Lemon's exercise of a right of suspension, termination or retention shall not entitle the Client to damages, unless there is an abuse of rights or intentional misconduct or deliberate recklessness on the part of Growing Lemon's management.

Article 23 - Intellectual property, rights of use, source files and transfer

1. All IP Rights in Materials developed or used by Growing Lemon shall vest exclusively in Growing Lemon or its licensors, unless otherwise provided in this article or expressly agreed In Writing.

2. By way of exception to paragraph 1, IP Rights in final Materials created specifically for and commissioned by the Client shall transfer to the Client insofar as those rights are transferable and do not relate to Growing Lemon's pre-existing or generic components, after the Client has paid in full all amounts due in connection with the relevant assignment, deliverable or Materials and, insofar as a deed is required for transfer, the Written Agreement, order confirmation or an additional deed provides for such transfer.

3. Until full payment has been made, all IP Rights, entitlements and rights of use relating to the Materials referred to in paragraph 2 shall remain vested entirely in Growing Lemon, and the Client may use them only insofar as Growing Lemon expressly permits In Writing.

4. Transfer under paragraph 2 shall in any event exclude methods, formats, templates, frameworks, concepts, scripts, prompt structures, AI workflows, automations, libraries, modules, generic code, know-how, working methods, standards, documentation, internal tools and all other pre-existing or reusable components of Growing Lemon. These shall at all times remain the property of Growing Lemon.

5. Insofar as transfer of IP Rights is not legally possible or is not intended, Growing Lemon shall, after full payment, grant the Client a non-exclusive, enduring right to use the final and paid-for Materials for the Client's own business and for the purpose for which they were developed, unless the Parties expressly agree otherwise In Writing.

6. To the extent permitted by law, Growing Lemon waives, or shall refrain from exercising against the Client, its moral rights as referred to in Article 25 of the Dutch Copyright Act in relation to the final Materials referred to in paragraph 2, solely insofar as necessary for their normal use, maintenance, disclosure to the public or modification by the Client.

7. Unless expressly agreed otherwise In Writing, Growing Lemon is not required to provide the Client with source files, editable files, rough designs, working files, repositories, source code, prompt libraries, documentation, technical configurations or other underlying files or resources.

8. If the Parties have expressly agreed In Writing that source files, source code, editable files or other underlying materials will be provided, they shall be provided only after full payment of all due and payable claims of Growing Lemon, without this automatically transferring any IP Rights

to the Client beyond those expressly agreed.

9. IP Rights in materials, content, data, logos, trade marks, names and other input supplied by the Client shall remain vested in the Client or its licensors. For the term of the Agreement, the Client grants Growing Lemon a sufficient right to use those materials to perform the Services.

10. Growing Lemon may also use for other clients and purposes the general knowledge, experience, methods, know-how and components or insights that cannot be traced back to the Client which it acquires in performing the Agreement, provided that no confidential information of the Client is disclosed.
11. Growing Lemon may use its name, trade name and logo, together with a business description of the work performed and non-confidential final results, for portfolio, reference, business development and promotional purposes, unless the Parties expressly agree otherwise In Writing.

12. The Client shall not, without Growing Lemon's prior Written consent, use Materials outside the agreed context, remove rights notices or infringe the IP Rights of Growing Lemon or third parties.
13. In the event of a breach of this article, Growing Lemon may, without prejudice to its other rights, demand immediate cessation, delivery up, rectification and full compensation for loss.

Article 24 - Confidentiality

1. The Parties shall treat all confidential information received from each other in connection with the Agreement as strictly confidential and shall use it only insofar as necessary to perform the Agreement.
2. Confidential information means all information which the receiving Party knows or should reasonably understand to be confidential, including in any event business information, strategies, quotations, pricing arrangements, customer data, customer lists, lead data, campaign results, reports, dashboards, technical documentation, source files, source code, prompts, AI workflows, concepts, know-how, login details and financial information.

3. The confidentiality obligation shall not apply to information which:
   a. was already lawfully public at the time of disclosure;
   b. subsequently becomes lawfully public without breach of an obligation;
   c. was already lawfully in the receiving Party's possession;
   d. was lawfully obtained from a third party without a confidentiality obligation; or
   e. must be disclosed under law, a court order or a binding direction from a competent authority, provided that the Party which originally supplied the information is informed in advance insofar as legally permitted.
4. The Parties shall also impose the confidentiality obligations in this article on their directors, employees, engaged third parties, advisers and other persons who gain access to the confidential information.
5. The Parties shall implement appropriate organisational and technical measures to protect confidential information against loss, unauthorised access, unauthorised disclosure or other unlawful use.
6. Unless expressly agreed otherwise In Writing, the confidentiality obligation shall apply throughout the term of the Agreement and for two (2) years after its end. For information which

by its nature is of an enduring confidential character, including trade secrets, source code, scripts, prompt structures, AI workflows, pricing arrangements and non-public customer data, the confidentiality obligation shall continue for as long as that information has not lawfully become public.

7. At the first reasonable request of the disclosing Party, the receiving Party shall return, delete or destroy confidential information insofar as reasonably possible, except insofar as retention obligations, evidential purposes or backup systems prevent this.

8. A breach of this confidentiality obligation shall entitle the injured Party to immediate measures to stop the breach and compensation for the loss actually suffered, without prejudice to other statutory and contractual rights.

9. In the event of a breach of this article, the breaching Party shall, without any notice of default being required, owe the injured Party an immediately due and payable contractual penalty of EUR 5,000 per breach and EUR 500 for each day or part of a day that the breach continues, up to a maximum of EUR 25,000 per breach. This penalty shall not affect the right to demand performance, cessation and full compensation insofar as the loss actually suffered exceeds the penalty. The court shall retain the power to reduce the penalty to the extent permitted by law.

Article 25 - Privacy, data processing, processor role and subprocessors

1. In performing the Agreement, the Parties shall comply with applicable privacy legislation, including in any event the General Data Protection Regulation (GDPR), the Dutch GDPR Implementation Act and applicable rules on electronic communications and tracking technologies.

2. Insofar as Growing Lemon processes personal data on behalf of the Client in performing the Agreement and solely in accordance with the Client's instructions, the Client shall be the controller and Growing Lemon the processor within the meaning of the GDPR.

3. Insofar as Growing Lemon processes personal data for its own purposes, such as relationship management, invoicing, compliance, security or internal business operations, Growing Lemon shall act as an independent controller.

4. The Client warrants that all personal data it supplies to Growing Lemon have been lawfully obtained and may be processed for the purposes associated with the Agreement. The Client shall remain responsible for the legal basis, transparency, provision of information to data subjects, any consent, cookie configuration, retention periods and the lawfulness of the data, tracking, mailing lists and other personal data processing it uses or carries out.

5. As processor, Growing Lemon shall process personal data only insofar as necessary to perform the Agreement, in accordance with the Client's Written instructions and subject to appropriate technical and organisational security measures.

6. Persons acting under Growing Lemon's authority who have access to personal data shall be bound by confidentiality.

7. Insofar as can reasonably be required of it, Growing Lemon shall assist with data subject requests, personal data breach investigations, notification obligations, data protection impact assessments, prior consultations and other obligations incumbent on the Client under the

GDPR, insofar as that assistance relates to processing carried out by Growing Lemon as processor.

8. For processing in which Growing Lemon acts as processor, the Parties shall record in the Agreement, order confirmation or a separate data processing agreement at least the purpose, nature and duration of the processing, the categories of data subjects and the types of personal data, insofar as relevant to the processing concerned. At either Party's first request, the Parties shall enter into a separate data processing agreement complying with Article 28 GDPR. If a separate data processing agreement has been concluded, it shall prevail over this article insofar as the processing of personal data is concerned.
9. Until a separate data processing agreement has been concluded, this article shall constitute a minimum processing arrangement within the meaning of Article 28 GDPR, supplemented by the Agreement and any further Written arrangements. The Client warrants that the arrangements relevant to the processing concerning its purpose, nature, duration, categories of data subjects and types of personal data are fully and accurately recorded and kept up to date in the Agreement, order confirmation or other Written arrangements.
10. Growing Lemon may use subprocessors in performing the Services, including hosting providers, cloud suppliers, software suppliers, email platforms, advertising platforms, analytics providers, CRM suppliers, support tools, AI Systems and other third parties reasonably required to perform the Services. The Client grants general authorisation for this.
11. Insofar as required, Growing Lemon shall enter into appropriate contractual arrangements with subprocessors concerning the protection of personal data. Growing Lemon shall provide information on relevant subprocessors upon reasonable request. If the Client has compelling objections under privacy law to a new subprocessor, the Parties shall consult on those objections.
12. If personal data are processed outside the European Economic Area, Growing Lemon shall ensure an appropriate transfer mechanism insofar as it is responsible for this as processor, unless the transfer results solely from an express instruction from the Client or from a platform or supplier selected by the Client.
13. Growing Lemon shall inform the Client without undue delay if it becomes aware of a personal data breach affecting personal data it processes as processor for the Client.
14. Upon reasonable request, Growing Lemon shall provide information necessary to substantiate compliance with the obligations in this article. An audit may take place only following prior consultation, during normal office hours, subject to confidentiality and without disproportionately disrupting Growing Lemon's business operations. The reasonable costs shall be borne by the Client, unless the audit demonstrates a material breach by Growing Lemon.
15. Growing Lemon may charge reasonable costs for additional work relating to privacy requests, DPIAs, audits, access requests, rectification requests, export requests, instructions outside the usual service provision or other privacy-related support work, unless that work is necessary due to a breach attributable to Growing Lemon.
16. After the Agreement ends, Growing Lemon shall, insofar as reasonably possible, delete or return personal data it processes as processor for the Client, unless statutory retention obligations, evidential purposes, backup cycles or other compelling legitimate interests prevent this.

Article 26 - Exit, migration, transfer and continuity

1. Following termination of the Agreement, Growing Lemon shall, insofar as reasonably possible and insofar as the nature of the Services permits, cooperate in an orderly cessation, transfer, exit or migration of the Services.
2. Unless expressly agreed otherwise In Writing, exit, migration and transfer work are not included in the original scope of the Agreement and Growing Lemon may charge for such work as additional work.
3. The Client must submit any request for transfer, export, migration, transfer to a successor service provider, documentation or other exit support to Growing Lemon In Writing, in full and in a timely manner.
4. Growing Lemon is not required to cooperate with exit, migration or transfer until the Client has paid all due and payable claims of Growing Lemon in full.
5. Growing Lemon is required to transfer only such data, files, Materials, Accounts or documentation as are reasonably available to it and are by their nature suitable for transfer, subject to third-party rights, security requirements, technical limitations and the agreed IP arrangements.
6. Growing Lemon is not required to transfer generic working methods, internal documentation, templates, prompt structures, know-how, frameworks, scripts, reporting models, internal tools or other components not specifically intended for the Client.
7. Growing Lemon does not warrant that a successor service provider, the Client itself or a third party can continue the transferred or migrated environments, data, campaigns, websites, hosting, integrations, dashboards or other results without interruption or errors.
8. After termination of the Agreement, Growing Lemon may, subject to statutory retention obligations, evidential interests and reasonable business interests, delete or make inaccessible data, backups, working files, exports, drafts, log files and other information in its possession once the provision of services has been reasonably wound up.
9. Insofar as Growing Lemon provides temporary additional support at the Client's request following termination of the Agreement for the purpose of continuity, that support shall constitute a separate assignment or additional work subject to these general terms and conditions.
10. Unless expressly agreed otherwise In Writing, Growing Lemon is not required actively to maintain services, licences, registrations, campaigns, hosting, monitoring or other technical or operational facilities after termination of the Agreement.

Article 27 - Non-solicitation, personnel and protection of business relationships

1. During the term of the Agreement and for twelve (12) months after its end, the Client shall not directly or indirectly approach employees, directors, contractors, freelancers, advisers or other persons involved by Growing Lemon in performing the Agreement with a view to employment, engagement, collaboration or any other form of ongoing engagement, unless Growing Lemon has given its prior Written consent.

2. The prohibition in paragraph 1 applies only to persons who are actually involved in performing the Agreement or who were involved in its performance during the twelve (12) months preceding its end.

3. The prohibition shall not apply if a person responds on their own initiative to a general public vacancy or general recruitment advertisement of the Client which is not specifically directed at that person, provided that the Client informs Growing Lemon of this In Writing without delay and Growing Lemon can reasonably establish that no targeted approach took place.

4. During the term of the Agreement and for twelve (12) months thereafter, the Client shall refrain from conduct intended to entice away, take over or otherwise remove from Growing Lemon's organisation employees, freelancers or other persons engaged by Growing Lemon.

5. In the event of a breach of this article, the Client shall, without any notice of default being required, owe Growing Lemon an immediately due and payable contractual penalty of EUR 25,000 per breach and EUR 1,000 for each day or part of a day that the breach continues, up to a maximum of EUR 100,000 per breach.
6. The penalty referred to in paragraph 5 shall not affect Growing Lemon's right to demand performance, cessation and full compensation insofar as the loss actually suffered exceeds the penalty incurred.
7. The court shall retain the power to reduce the penalty provided for in this article to the extent permitted by law.

Article 28 - Complaints

1. The Client must notify Growing Lemon In Writing, with proper reasons and as soon as possible, of complaints concerning performance of the Agreement, a deliverable, an invoice or any other performance by Growing Lemon.
2. Complaints concerning specific deliverables must be reported In Writing within the periods stated in Article 19, unless the Parties have expressly agreed otherwise In Writing.

3. Complaints concerning invoices must be reported to Growing Lemon In Writing within fourteen (14) days of the invoice date.
4. Complaints concerning ongoing Services, consultancy work, campaign management, marketing work, tracking, dashboards, Accounts or other performance without a defined deliverable must be reported In Writing no later than seven (7) Business Days after the Client discovered or should reasonably have discovered the defect.
5. A complaint must contain as complete and specific a description as possible of the nature of the objection, the relevant facts and circumstances, the time of discovery and the consequences the Client attaches to it.
6. Submitting a complaint shall not suspend the Client's payment obligations or entitle the Client to set-off, suspension or withholding.
7. If a complaint is not submitted on time, in full or in the correct manner, the Client's rights in that respect shall lapse insofar as Growing Lemon's interests have been prejudiced as a result.

8. If a complaint is justified, Growing Lemon shall, at its own option, duly perform the relevant obligation, remedy the defect, provide a reasonable alternative solution or issue a proportionate credit, without being subject to any further liability.

9. Complaints concerning disappointing results, market developments, algorithm changes, platform decisions, differences in taste, subjective assessments or strategic choices falling within the agreed assignment shall not in themselves constitute a breach by Growing Lemon.

Article 29 - Indemnity

1. The Client shall indemnify Growing Lemon and its associated directors, employees, persons assisting in performance and engaged third parties against all third-party claims, fines, measures, loss, costs and other consequences arising out of or relating to:
   a. inaccurate, incomplete, outdated or unlawful information, content, data, claims, prices, products, services or instructions supplied by or on behalf of the Client;
   b. content, websites, campaigns, advertisements, emails, designs, names, logos, datasets, mailing lists or other Materials supplied or approved by the Client;

   c. alleged or actual infringements of IP Rights, privacy rights, portrait rights, database rights, trade name rights, trade mark rights or other third-party rights;
   d. breaches of privacy legislation, telecommunications rules, cookie rules, anti-spam rules, consumer law, advertising rules, industry codes or other laws and regulations applicable to the Client;
   e. acts, omissions or breaches by the Client, its personnel, group companies, advisers, suppliers or other third parties engaged by it; or
   f. the Client's products, services, deliveries, warranties, returns, prices, offers, communications or business operations.
2. The indemnity shall also cover reasonable costs of defence, legal assistance, investigation, correspondence, experts, litigation, settlement and measures to mitigate or prevent loss, insofar as those costs have been reasonably incurred.
3. Growing Lemon shall inform the Client as soon as possible of a third-party claim for which it seeks indemnification under this article and shall give the Client a reasonable opportunity to participate in the defence, without prejudice to Growing Lemon's right to control the defence and any settlement negotiations itself if it considers this reasonable.

4. If a third party also brings a claim against Growing Lemon on account of a circumstance partly attributable to Growing Lemon, this shall not affect the Client's indemnification obligation insofar as the claim relates to the portion attributable to the Client.

Article 30 - Force majeure

1. Neither Party shall be required to perform any obligation if it is prevented from doing so by force majeure within the meaning of Article 6:75 of the Dutch Civil Code.
2. Force majeure on the part of Growing Lemon shall in any event include disruptions to the internet, telecommunications, electricity, cloud environments, servers, hosting, software, APIs, platforms or third-party infrastructure; cyber incidents, hacks, malware, ransomware or DDoS attacks; unavailability of suppliers or personnel; fire, water damage, pandemics, epidemics, war, terrorism, strikes, government measures, blockades, extreme weather conditions and other external causes over which Growing Lemon cannot reasonably exercise decisive control.

3. Force majeure shall also include situations in which platforms, search engines, social media or advertising platforms, AI Systems, hosting providers, software suppliers or other third parties

restrict, block, suspend, change or discontinue their services, with the result that Growing Lemon cannot reasonably perform its obligations in whole or in part.

4. In the event of force majeure, the affected Party's obligations shall be suspended for the duration of the force majeure event.
5. If a force majeure event continues for more than sixty (60) days, either Party may terminate the Agreement In Writing, in whole or in part as regards the portion affected by force majeure, without any obligation to pay damages.
6. In the event of force majeure, Growing Lemon shall be entitled to payment for all work performed, costs incurred, capacity reserved, obligations to third parties already entered into and other entitlements already accrued before the force majeure event arose.
7. Insofar as performance becomes permanently impossible due to force majeure, the Parties shall consult on a reasonable alternative solution, an adjustment to the schedule or partial termination of the Agreement.

Article 31 - Liability and contractual time bars

1. Any liability of Growing Lemon shall be limited to direct loss that is the direct and exclusive consequence of an attributable failure to perform the Agreement or an unlawful act by Growing Lemon.
2. Direct loss shall mean exclusively:
   a. reasonable costs of establishing the cause and extent of the loss, insofar as that assessment relates to loss within the meaning of these terms;
   b. reasonable costs incurred to bring Growing Lemon's defective performance into conformity with the Agreement, insofar as those costs are attributable to Growing Lemon; and

   c. reasonable costs incurred to prevent or mitigate direct loss, insofar as the Client demonstrates that those costs have resulted in mitigation of the direct loss referred to in this article.
3. All liability of Growing Lemon for indirect loss is excluded. Indirect loss shall in any event include consequential loss, lost profit, lost revenue, lost savings, loss of goodwill, reputational damage, loss of customers, loss of opportunities, lost leads, business interruption, loss or corruption of data, loss caused by delay, loss caused by account blocks, loss caused by outages of third-party systems, regulatory fines, loss arising from third-party claims and non-material damage.
4. Without prejudice to the other articles of these general terms and conditions, Growing Lemon's total aggregate liability under any one Agreement shall be limited to the amount actually invoiced and received by Growing Lemon under the relevant Agreement during the twelve (12) months preceding the event giving rise to the loss, subject to an absolute maximum of EUR 50,000.

5. If the Agreement has lasted for less than twelve (12) months, the maximum shall be the amount actually invoiced and received by Growing Lemon under the relevant Agreement during its term, subject to an absolute maximum of EUR 50,000.

6. Growing Lemon shall be liable only if the Client gives Growing Lemon Written notice of default without delay after discovering the breach, allows a reasonable period to remedy it, and Growing Lemon remains in attributable breach after that period has expired, unless performance or remedy is permanently impossible.

7. Any claim for damages, on whatever ground, shall lapse unless Growing Lemon is notified of the claim In Writing, with reasons, no later than sixty (60) days after the Client discovered or should reasonably have discovered the loss.

8. Any legal claim by the Client against Growing Lemon shall in any event lapse twelve (12) months after the day on which the Client became, or could reasonably have become, aware of both the loss and the party held liable for it.
9. The limitations and exclusions in this article shall also apply for the benefit of Growing Lemon's directors, employees, persons assisting in performance, group companies, freelancers, advisers and engaged third parties.
10. The limitations and exclusions in this article shall not apply insofar as the loss results from intentional misconduct or deliberate recklessness on the part of Growing Lemon's management, or insofar as mandatory law precludes their application.

Article 32 - Amendment of the terms, governing law and competent court

1. Growing Lemon may amend or supplement these general terms and conditions.
2. Amendments shall take effect at the time announced by Growing Lemon. Growing Lemon shall notify the Client of material amendments in a timely manner.
3. If an amendment constitutes a material deviation from the terms applicable to the Client to the Client's detriment, and that amendment does not arise from legislation, case law, third-party price developments, technical or security necessity or a change to the Services, the Client may, in the case of an ongoing Agreement, terminate the relevant Agreement by Written notice with effect from the date on which the amendment takes effect, provided that such notice is given within fourteen (14) days after notification of the amendment.
4. If the Client continues to use the Services after the amended terms take effect without objecting in a timely manner or giving notice of termination where possible, this shall constitute acceptance of the amended terms.
5. The Client may not transfer all or part of its rights and obligations under the Agreement to a third party without Growing Lemon's prior Written consent.

6. All legal relationships between Growing Lemon and the Client shall be governed exclusively by Dutch law.
7. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
8. The Parties shall endeavour first to resolve a dispute through consultation before submitting it to a court.
9. Unless mandatory law provides otherwise, disputes between the Parties shall be submitted exclusively to the competent court of the District Court of Overijssel.
10. If Growing Lemon initiates proceedings as claimant, it may also submit the dispute to another court having jurisdiction under the law, if it has a reasonable interest in doing so.

11. If these general terms and conditions are drawn up in or translated into a language other than Dutch, the Dutch text shall prevail in the event of differences in interpretation.