



TERMS AND CONDITIONS PUBLIC EYES B.V.

Article 1

These terms and conditions are part of every agreement between Public Eyes B.V. (PE) and the Client.

Article 2

1. The fee of PE is based on fixed (half day) rates, excluding VAT.
2. Administration and costs necessary for this project, such as tech costs, will be charged at a fixed surcharge of 8% of the due fee. Travel expenses within the Netherlands are included in the 8% technology costs.
3. If PE hires a third party on behalf of the Client in connection with an order, the Client will pay the third party's costs directly to PE. If PE reimburses the third party directly, a fee for supervision and coordination will be charged.

Article 3

1. Payment by the Client is made on the basis of an invoice stating the work done and paid into a bank account specified by PE. If no term is stated on the invoice, the term of payment is 30 days.
2. If the Client disputes the invoice, the Client has to inform PE in writing within 30 days after invoice date. The objection does not suspend the payment obligation of Client to PE.
3. Due invoices are considered paid, the moment the payment is received by PE. If the Client has not paid within the stated payment period, PE shall inform the Client thereof in writing. The term shall in any case include 7 working days from the day a reminder was sent. If the payment is not made within the specified time, Client is in default without further notice. PE has the right to charge the costs of collection to the Client. As from the due date the Client owes PE an interest of 1,5% per month, a part of a month will be considered as an entire month.

Article 4

If the Client cancels or amends an order, wholly or partially, it shall reimburse PE for all costs already made related to the project. If PE demonstrably suffers other damages as a result of the amendment or cancellation of the order, such damage shall be eligible for compensation by Client. Public Eyes B.V. is registered with the Chamber of Commerce in Breda under number 84277874.

Article 5

1. The intellectual property rights of all products (reports, advice etc.) made by PE in the course of the work are vested in the Client. Client obtains an exclusive right of use limited to the purpose for which the data were provided. The right of use is valid only as soon as and as long as Client fulfils the (financial) obligations towards PE.
 2. The intellectual property rights of graphical materials, logos, house styles and illustrations, which are produced by PE on behalf of the client, remain with the Client after approval and payment to PE.
 3. PE guarantees Client to keep Client's data confidential and not to pass them on to third parties, unless Client has given written consent to do so.
 4. PE shall not accept any assignments from third parties to the extent that PE deems execution of those assignments to be in conflict with Client's interests.
 5. Public Eyes may use photographs, illustrations, graphics, videos, icons, AI-generated imagery and other visual materials obtained from the Client, licensed stock libraries, third-party suppliers or created
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by Public Eyes. Unless otherwise agreed in writing, the Client is responsible for ensuring that any visual materials supplied by the Client may lawfully be used for the intended purpose. Public Eyes shall exercise reasonable care in sourcing and licensing visual materials obtained from third parties but shall not be liable for any claim arising from the Client's unauthorized use, modification or distribution of such materials beyond the scope of the applicable licence.

6. Unless expressly stated otherwise, any licence relating to stock photography, fonts, music, video footage or other third-party content is limited to the scope for which it was acquired. Any reuse, republication, adaptation or use outside the agreed scope may require the Client to obtain an additional licence at its own expense.

Article 6

1. PE will check its activities following the general applicable legal standards and other generally valid rules and practices.
2. PE is fully committed to the correct execution of the assignment. On the part of PE there is a best efforts obligation and not a result obligation. The remuneration of PE does not depend on the result.
3. The final responsibility for the assignment always rests with the Client. The Client is expected to create the preconditions to enable PE to complete the assignment successfully, for example by granting PE access to relevant information.

Article 7

1. PE is not liable for damages of any nature that arises, in any way for the Client or any third party in the context of the performance of the assignment, except if this exclusion of liability is not legally valid. In that case, PE's liability is limited to the amount involved in the assignment.
2. Client indemnifies PE and / or persons and / or companies used and / or engaged by PE in the execution of the assignment against all claims from third parties on account of damages suffered by these third parties arising from (the performance of) this assignment.
3. PE is not liable for damages suffered by the client as a result of events organized by PE, not taking place due to circumstances beyond PE's control.

Article 8

In addition to the grounds stated in the law on which dissolution is possible, PE is entitled to dissolve or terminate the agreement with the Client in whole or in part with immediate effect without judicial intervention, if the Client:

- a. has applied for a moratorium on payments;
- b. has been declared bankrupt or has filed for bankruptcy or goes into liquidation. PE is in such case not obliged to compensate any direct or consequential damage suffered by the Client.

Article 9

1. If in the course of providing the Services, PE needs to process personal data of clients of Client, Public Eyes shall act as a "processor" within the meaning of the General Data Protection Regulation (EU) 2016/679 ("GDPR"), where applicable, and the Client shall act as the "controller"..
2. Client guarantees PE that the data are not unlawful and do not infringe any third party rights. The Client shall indemnify PE against any (legal) claim by third parties, including supervisory authorities and parties concerned, on whatever account, in connection with the processing of such data in connection with the Agreement.

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3. The Client has obligations towards third parties under the legislation concerning the processing of Personal Data, such as the obligation to provide information, as well as to give access to, to correct and to remove Personal Data of those concerned. The responsibility for the fulfilment of these obligations rests entirely and exclusively with the Client. PE shall, as much as technically possible, cooperate with the Client in fulfilling its obligations, including forwarding requests of third parties in connection with the Client's obligations. The costs of such co-operation shall be fully for the Client's account.
4. PE shall take, maintain and if necessary amend appropriate technical and organizational measures to protect the Personal Data it processes on behalf of the Client in order to prevent unlawful processing. PE shall not use the Personal Data obtained from the Client for its own purposes.
5. PE shall discuss with Client appropriate technical and organizational measures to protect Personal Data against loss or any other form of unlawful processing.
6. The Client acknowledges that he has full knowledge of the technical and organizational measures to be implemented by PE and hereby declares that these guarantee an appropriate level of security, taking into account the state of the art and the costs of implementation, in view of the risks that the processing and the nature of the data to be protected..
7. If, despite the fact that PE has taken the agreed upon appropriate measures, a security incident occurs regarding i) destruction, ii) loss, iii) falsification, iv) unauthorized disclosure and/or access, or v) any other form of unlawful processing of Personal Data, Customer cannot hold PE liable for any damage suffered by the Client as a result thereof.
8. If the Client explicitly requests measures which in PE's opinion cannot be regarded as appropriate technical and organizational measures, the implementation of these measures is fully at the Client's risk and expense and PE is not liable for any damage suffered by the Client or third parties.
9. The Client shall fully indemnify PE against all claims of third parties, including - but not limited to - fines imposed by regulatory authorities, which are in any way based on the proposition that the technical and organizational measures taken by PE are not appropriate and/or otherwise inadequate.

Article 10

1. Parties shall treat all information which they receive from each other in any form whatsoever - written, oral, electronic or tangible - including - but not limited to - software, (source) code, programs, applications, client data, know-how, technical specifications, documentation ("Confidential Information") as strictly confidential.
2. The Parties will only use the Confidential Information for the purposes for which it was provided and they will observe at least the same duty of care and guarantee that apply with regard to their own internal confidential information. The parties will only provide the Confidential Information to employees insofar as this is necessary in the context of the assignment.
3. The confidentiality obligations of the Confidential Information do not apply insofar as the Party that received the information can demonstrate that the information concerned:
 - i) was already known to him at the time of receipt;
 - (ii) was already publicly known at the time of receipt;
 - iii) has become publicly known upon receipt without informing the recipientParty can be attributed;



iv) is lawfully received from a third party together with the right to disclose it free from any obligation of confidentiality;

(v) is required by law, regulation or court order and the providing Party the other Party of such mandatory has notified disclosure;

vi) has been made public with the approval of the providing Party.

4. During the term of the Agreement and 1 (one) year after the end thereof, each of the Parties will only employ employees (directly or indirectly) of the other Party with prior consent of the other Party.

Article 11

AI-Assisted Services

1. Public Eyes may use artificial intelligence ("AI") technologies and AI-assisted tools as part of its internal workflow to support research, ideation, analysis, drafting, translation, editing, design, project management and other production processes.
2. AI is used solely as a supporting tool. All Deliverables provided to the Client are subject to appropriate human review, professional judgement and quality control by Public Eyes before delivery.
3. Public Eyes will not knowingly submit the Client's confidential information, trade secrets or personal data to publicly available AI systems where such use could reasonably compromise confidentiality or violate applicable data protection legislation. Where appropriate, Public Eyes will use enterprise AI solutions with suitable contractual and technical safeguards.
4. Unless otherwise agreed in writing, the use of AI-assisted tools does not affect the ownership of intellectual property rights in the Deliverables. Intellectual property rights shall be governed by the relevant provisions of these Terms and Conditions.
5. Public Eyes may adopt new AI technologies and AI-assisted services as they become available, provided that such use is consistent with applicable laws and regulations, including, where applicable, the European Union Artificial Intelligence Act (EU AI Act), applicable professional standards, and these Terms and Conditions.

Article 12

Force Majeure

1. Neither Party shall be liable for any delay or failure to perform its obligations under the Agreement if such delay or failure results from circumstances beyond its reasonable control ("Force Majeure").
2. Force Majeure includes, but is not limited to: natural disasters, fire, flood, epidemics or pandemics, war, terrorism, civil unrest, strikes or labour disputes, governmental measures, power outages, failures of telecommunications or internet services, cyberattacks, failures or unavailability of third-party software, cloud services or AI platforms, and any other event that could not reasonably have been foreseen or prevented.
3. The Party affected by Force Majeure shall notify the other Party as soon as reasonably practicable and shall use reasonable efforts to mitigate the effects of the Force Majeure event.
4. During the period of Force Majeure, the affected Party's obligations shall be suspended to the extent they are prevented from being performed.

If the Force Majeure event continues for more than sixty (60) consecutive days, either Party may terminate the Agreement, in whole or in part, by written notice, without liability for damages, provided that the Client shall remain liable for payment of all Services performed and expenses incurred prior to the effective date of termination.

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Article 13

Dutch law applies to the agreement between PE and the client.

1. PE and the Client will resolve a dispute by mutual agreement as much as possible. They may also agree that a dispute will be resolved through some form of alternative dispute resolution.
2. If a dispute is submitted to the court, the court in Breda (the Netherlands) has jurisdiction.