



THE MILAGROS GROUP

TERMS AND CONDITIONS

1. The Agreement

1.1 The agreement is concluded at the moment the Client accepts the offer and fulfils the conditions laid down.

1.2 If any provision of these general terms and conditions or an agreement proves to be invalid or is voided, this shall not affect the validity of the general terms and conditions or the agreement as a whole. The parties shall consult together in order to agree on a new provision to replace the void or voided provision, taking into account, as far as possible, the objective and purport of the void or voided provision.

1.3 The Milagros Group requires an advance payment as a confirmation of the Client's commitment and to secure the Client's financial obligations under this agreement. The execution of any services by The Milagros Group will commence only after the receipt of the specified advance payment. This prepayment ensures that both parties are financially committed to the engagement. Upon entering into the agreement, The Milagros Group will issue an invoice for the advance payment. The Client is expected to settle this invoice within the payment terms specified therein. Upon receipt of the advance payment, The Milagros Group will confirm and commence the agreed-upon services as per the terms of the agreement. Failure to provide the advance payment within the stipulated time frame may result in a delay in the start of services or the possible termination of the agreement at the discretion of The Milagros Group.

1.4 These general conditions also apply to future, additional and/or follow-up assignments.

1.5 Agreed delivery dates are always indicative. The delivery periods are not final deadlines. Exceeding a period, therefore, does not give the Client a right to compensation.

2. Remuneration

2.1 In return for the performance by The Milagros Group of the Services defined in the agreement, the Client agrees to pay The Milagros Group all undisputed invoices within twenty-one (21) calendar days of receipt. If the Client fails to meet this payment obligation, The Milagros Group will issue a reminder, granting an additional period of seven (7) days to settle the payment. Should payment still not be received after this reminder, The Milagros Group will apply a charge of 15% of the invoice amount as extrajudicial collection costs, in addition to the statutory interest due on the outstanding amount. Consequently, The Milagros Group reserves the right to cease work until the entire overdue amount, including interest and collection costs is paid.

2.2 Where the Client requests additional services that were not specified or agreed upon in the agreement, these will be costed up separately and subject to additional fees to be paid by the Client.

2.3 The Fees are exclusive of disbursements and other costs or expenses incurred by The Milagros Group in performance of the Services including (without being limited to) all fees and expenses incurred in sourcing and clearing for use any third party images (photographs or otherwise). All such disbursements, costs and expenses shall be payable by the Client in addition to the Fees.

2.4 All sums payable under this Agreement are exclusive of VAT which shall, where applicable, be payable in addition at the rate and in the manner from time to time prescribed by law.

2.5 Without prejudice to its other rights under this Agreement, The Milagros Group shall, in the event of non- or late payment of any sum due hereunder, be entitled:

2.5.1 to suspend the performance of the Services;

2.5.2 to withhold delivery of the Work and the Preparatory Documents (as defined in Condition 8), if any; and

2.5.3 to terminate and/or dissolve the agreement by operation of law and without prior notice of default in whole or in part by means of a Written statement, all this at its discretion and always without prejudice to any of its rights to compensation for costs, damages and interest.

2.6 Rates: All costs are EUR and exclusive VAT. Additional work outside of the agreed SOW will be charged separately.

3. Confidentiality

3.1 Each party agrees to keep any information regarding the operations, business, customers or finances of the other ("the Confidential Information") secret and confidential and not to use or to disclose the Confidential Information or any part of it to any third party except as required to enable The Milagros Group to carry out the Services and to exercise any of its rights under this Agreement.

3.2 The obligation set out in Condition 3.1 shall not apply where a party uses or discloses Confidential Information which:

3.2.1 is in the public domain otherwise than through unauthorised disclosure by that party; or

3.2.2 was lawfully known to that party before disclosure by the other; or

3.2.3 is disclosed to that party by a third party, not under a duty of confidence to the other; or

3.2.4 is required to be disclosed by law or by an order of a court of competent jurisdiction.

4. Terms and Termination

4.1 This Agreement shall commence on the date on which it has been agreed upon by both parties unless some other date is mutually agreed between the parties in writing and, subject to Conditions:

4.1.1 where the Services are of a project nature, shall continue in force until completion of the parties' obligations hereunder, including payment of the Fees in full by the client; or

4.1.2 where the Services comprise ongoing retained work (such as monthly public relations or monthly marketing), shall continue in force unless and until terminated by either party giving to the other not less than three (3) months prior written notice of termination.

4.2 The Milagros Group may terminate this Agreement forthwith by notice in writing if:

4.2.1 there is a regulatory or statutory change or a cease and desist request from a content owner preventing or limiting The Milagros Group's ability to provide the Services.

4.2.2 the Client commits a material or repeated breach of its obligations which if capable of remedy, shall not have been remedied within 14 days of written notice to do so; or

4.2.3 there is a reasonable prospect that the Client is unable to pay its debts as they fall due or is the subject of a bankruptcy petition or enters into compulsory or voluntary liquidation or compounds with or makes an assignment for the benefit of creditors or has a receiver, manager, administrator or administrative receiver

appointed of its assets (or is subject to a similar event or set of circumstances in the country where it principally carries on business) or ceases for any reason to carry on business. In these cases, the claims of The Milagros Group on the Client and the obligations of the Client towards The Milagros Group will be immediately due and payable.

4.3 If the agreement is terminated on the grounds of force majeure, The Milagros Group is entitled to payment for the hours already worked or the investments already made at the time of the termination of the agreement.

4.4 In addition, the Client may terminate this Agreement immediately upon written notice to The Milagros Group in the event The Milagros Group becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes a general assignment for the benefit of creditors.

4.5 Termination of this Agreement shall be without prejudice to the accrued rights and obligations of the parties.

5. Liability

5.1 The Milagros Group is not liable for indirect and direct damages. Not excluded is the liability of The Milagros Group for damages resulting from intent or gross negligence of The Milagros Group.

5.2 The amount of the compensation shall never exceed the amount paid out by the liability insurance.

5.3 Direct damage is understood to mean:

5.3.1 Reasonable costs that the Client would have to make to make the performance of The Milagros Group to meet the agreement; however, this replacement damage will not be compensated if the agreement is dissolved by or at the suit of the Client;

5.3.2 Reasonable costs incurred by the Client in being forced to keep its old system or systems and associated facilities operational for a longer period because The Milagros Group failed to deliver on a final delivery date that was binding for it, less any savings resulting from the delayed delivery;

5.3.3 Reasonable costs incurred in determining the cause and extent of the damage insofar as the determination relates to damage within the meaning of these general terms and conditions;

5.3.4 Reasonable costs incurred to prevent or limit damage insofar as the Client demonstrates that these costs have led to limitation of damage within the meaning of these general terms and conditions.

5.4 The Client indemnifies The Milagros Group for any claims by Third Parties, who suffer damage in connection with the execution of the agreement.

General provisions on liability:

5.5 The existence of any right to compensation is always conditional upon the Client reporting the damage in Writing to The Milagros Group within thirty (30) days after the damage arose. Each claim for compensation against The Milagros Group expires by the mere lapse of twelve (12) months after the claim arose.

5.6 The Milagros Group is not liable for damage caused by auxiliary persons as referred to in Article 6:76 of the Dutch Civil Code.

5.7 The Milagros Group is not liable for damage of any kind, because The Milagros Group has relied on incorrect and/or incomplete information provided by the Client.

6. Co-operation and assistance of the Client

6.1 The Client shall provide all necessary information, materials, cooperation and assistance to The Milagros Group, including access to the Client's premises and team members that The Milagros Group may reasonably request in order to perform the Services in a timely and efficient manner.

6.2 The Client warrants that all information and materials it supplies to The Milagros Group for the purpose of enabling The Milagros Group to provide the Services is complete and accurate in all material respects.

6.3 The Client warrants that all information and materials it supplies to The Milagros Group for the purpose of enabling The Milagros Group to provide the Services including (without being limited to) all trademarks, trade names, logos, text and images (whether audio, visual or textual) ("the Client Material") shall not infringe the rights of any third party or contain any defamatory statements.

6.4 The Client shall indemnify and hold harmless The Milagros Group in respect of any liability to any third party arising from or indirectly out of The Milagros Group's use of the Client Material in providing the Services or out of The Milagros Group's compliance with the Client's instructions.

6.5 The Milagros Group shall not be liable for any failure or delay in providing the Services or in performing any of its obligations under this Agreement which results from any breach by the Client of its obligations under Conditions 6.1 and 6.2.

7. Force Majeure

7.1 Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute a breach of this Agreement arising by reason of force majeure, namely, circumstances outside that party's reasonable control including (but not limited to) fire, flood, storm, sabotage, delays in transportation, computer viruses, strikes or lock-outs, riot, war, rebellion, terrorism, pandemics such as COVID-19, and other public health emergencies or acts of local government or parliamentary authority.

7.2 Each party shall give notice as soon as practicable to the other upon becoming aware of an event of force majeure which prevents that party from performing its obligations under this Agreement, and of the cessation of the said event. Such party shall in addition use all reasonable endeavours to minimise the effect of the event of force majeure on its performance of its obligations under this Agreement.

7.3 If a situation as referred to in paragraph 1 of this article occurs as a result of which The Milagros Group cannot fulfil its obligations towards the Client, these obligations will be suspended for as long as The Milagros Group cannot fulfil its obligations. If the situation referred to in the previous sentence has lasted thirty (30) calendar days, both Parties are entitled to dissolve the agreement in whole or in part in Writing. In that case, The Milagros Group will not be obliged to pay compensation for any damage, even if The Milagros Group gains any advantage as a result of the force majeure situation.

8. Intellectual property

8.1 All intellectual property rights relating to and/or resulting from the services provided by The Milagros Group are shared with the Client, except as otherwise agreed upon, after full and complete payment to The Milagros Group for all services.

8.2 The Milagros Group reserves the right to use the knowledge acquired in the execution of the work for other purposes, provided that no confidential information of the Client is provided to Third Parties.

8.3 The Milagros Group has the right to use the name and logo of the Client as a reference or promotion with Client approval of its use.

8.4 The Client indemnifies The Milagros Group for the claims of Third Parties concerning intellectual property rights.

8.5 The Client confirms that any intellectual property rights concerns or issues should be raised within 30 days of discovery to The Milagros Group; otherwise, the Client indemnifies The Milagros Group as per 8.5.

8.6 If The Milagros Group has copyright on a portrait commissioned by the Client, the Client grants The Milagros Group permission to publish the work. This publication is therefore not an infringement of the portrait right of the Client.

8.7 In the case of joint intellectual property created by both The Milagros Group and the Client, or intellectual property created independently by The Milagros Group but related to the Client's business, the parties shall enter into a separate agreement to determine the ownership, use, and management of such intellectual property.

9. Non-solicitation

9.1 The Client shall not (except with the prior written consent of The Milagros Group) during the term of this Agreement and for a period of twelve (12) months afterwards either directly or indirectly solicit or induce any officer or employee who has been engaged in the provision of the Services to terminate their employment with The Milagros Group.

9.2 If the Client does solicit or induce any officer or employee of The Milagros Group in breach of Condition 9.1 then The Milagros Group reserves the right to terminate this Agreement immediately and to charge or claim all accrued fees and expenses to which The Milagros Group are entitled under this Agreement, together with a sum equivalent to 150% of the annual salary of the said officer or employee.

10. Non-Disparagement

10.1 Both parties agree that during the term of this agreement and after its termination, they shall refrain from making any statements or comments, either directly or indirectly, to any person or entity, that are disparaging or negatively reflect on the other party's reputation, services, practices, or conduct. This includes, but is not limited to, any remarks that could reasonably be expected to be detrimental to the goodwill, image, or business relations of either party.

10.2 This obligation to refrain from disparaging remarks applies to all forms of communication, including public and private discussions, social media posts, interviews, and written statements.

10.3 There shall be exceptions to this clause where a party is legally compelled to make a statement, such as by a court order or legal requirement. In such cases, the party shall provide the other with prompt written notice and shall disclose only the information that is legally required.

10.4 If either party breaches this non-disparagement clause, the party in breach shall be liable to pay the other party a penalty of EUR 5,000 for each proven incident. This penalty is in addition to any other rights or remedies the non-breaching party may have, including but not limited to seeking compensation for any actual damages suffered due to the breach.

10.5 The imposition of this penalty shall not limit the right of the non-breaching party to seek further legal action against the breaching party for defamation, damage to reputation, or any other claims arising from the disparaging remarks.

11. Multiple contractors

11.1 If the Client wishes to give the same order to several parties simultaneously, including The Milagros Group, the Client must inform all the parties accordingly.

11.2 At the request of The Milagros Group, the Client must state to which parties the same order has been given.

11.3 If the Client has previously given the same order to another party and, for whatever reason, wishes to have it carried out again by The Milagros Group, the Client must state to which party the order was given and why the Client is giving the order again.

12. Survival

12.1 The provisions of these general conditions and the agreement intended to remain in force after termination of the agreement, including but not limited to clauses concerning confidentiality, indemnification, intellectual property rights, and any other provisions which by their nature should survive termination, shall remain in full force after the termination of the agreement.

13. Amendment or supplementation

13.1 The Milagros Group is entitled to unilaterally amend or supplement these general terms and conditions. In that case, The Milagros Group will inform the Client in a timely manner of the changes or additions. The latest version of these general terms and conditions is always deposited with and can be consulted at the Chamber of Commerce.

14. General

14.1 These general terms and conditions apply to all offers and all (legal) acts of The Milagros Group and to all agreements concluded between The Milagros Group and the Client.

14.2 If the agreement is concluded electronically, then, contrary to the previous paragraph, and before the agreement is concluded, the text of these general terms and conditions will be made available to the Client electronically in such a way that it can be easily stored by the Client on a durable data carrier. If this is not reasonably possible, then before the agreement is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that, at the request of the Client, they will be sent electronically or otherwise free of charge.

14.3 Unless expressly agreed otherwise in Writing, the applicability of other general conditions is excluded.

14.4 Deviations from or additions to these general terms and conditions shall only be valid if expressly agreed upon in writing.

14.5 If and insofar as no appeal can be made to any provision of these general terms and conditions on the grounds of reasonableness and fairness or its unreasonably onerous nature, the provision in question will, in any case, be accorded a meaning corresponding as closely as possible to its content and purport, so that an appeal can be made to it.

14.6 The Milagros Group cannot guarantee that the work it carries out will always achieve the result desired by the Client. The Milagros Group shall perform the Services with all due professional skill and care, consistent with industry standards. It is understood that The Milagros Group's obligation under this Agreement is an obligation to exert best efforts and constitutes a commitment to perform to the best of The Milagros Group's ability, applying all due professional skill and care, and does not guarantee a specific result.

14.7 The Milagros Group is entitled to engage Third Parties for the execution of the Agreement.

14.8 The effect of Article 7:404 and/or 7:407 paragraph 2 of the Dutch Civil Code is/are excluded.

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

14.10 No Rights Granted. Nothing in this agreement shall be construed as granting any rights under any patent, copyright or other intellectual property rights of the Client, nor shall this Agreement grant the Company any rights in or to Client's Confidential Information.

14.11 The Milagros Group is defined in the summary of these general terms and conditions.

14.12 Client: the legal person that we have an agreement with.

14.13 Parties: the Client and The Milagros Group together.

14.14 Entire Agreement. This Agreement, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter provided that this clause shall not operate to exclude either party's liability to the other for fraudulent misrepresentation.

14.15 Waiver. Failure or neglect by either party to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of that party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement not prejudice that party's rights to take subsequent action.

14.16 Severability. If any of these general terms and conditions or provisions of the Agreement shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions or provisions which shall continue to be valid to the fullest extent permitted by law.

14.17 Notices. Any notice, request or other document to be submitted under this Agreement shall be delivered or sent by first class post, or by e-mail to the party to be served at that party's last known postal or e-mail address appearing in this Agreement or such other address as that party shall notify in accordance with this Condition. The notice will be effective if posted, on the fourth day after posting and if sent by e-mail when the sender receives confirmation of receipt.

14.18 No partnership or agency. Except as permitted by the Agreement, neither party shall in any way represent itself as being the other or an agent, partner, employee or representative of the other and shall not hold itself out as having any authority to incur any obligation of any nature whether express or implied on that other's behalf.

14.19 No third party rights. The Agreement shall not confer any rights on any third parties.

14.20 Law. The parties hereby agree that the Agreement shall be governed by and interpreted in accordance with Dutch Law, and hereby submit to the exclusive jurisdiction of the Dutch Courts. The 'United Nations Convention on Contracts for the International Sale of Goods', also known as the Vienna Convention, is hereby excluded.

14.21 Headings. The headings of the clauses of the Agreement are used for convenience only and shall not affect the construction hereof.

14.22 Contact Database. It is The Milagros Group's policy not to disclose any details from or contained in any of its contact databases to the Client. Requests for such information may be made but The Milagros Group expressly reserves the right – in its absolute discretion – to decide whether or not to disclose any such information (or part of it) to the Client in each case.

14.23 General Data Protection Regulation (“GDPR”)

14.23.1 In the event that the activities undertaken by The Milagros Group on behalf of the Client result in The Milagros Group being defined as a Data Processor and the Client being defined as a Data Controller under GDPR, the following conditions will apply:

14.23.2 the processor will only act on the written instructions of the controller (unless required by law to act without such instructions). The processor therefore only processes personal data in order to execute the

Agreement concluded with the Client and is explicitly not responsible for the other processing of personal data, including the collection of personal data by the Client and/or Third Parties;

14.23.3 data as meant in this article is never the property of the processor. Data provided by the Client for the above mentioned purpose will remain the property of the Client.

14.23.4 the processor will ensure that people processing the data are subject to a duty of confidence;

14.23.5 the processor will take appropriate measures to ensure the security of processing;

14.23.6 the processor will only engage a sub-processor with the prior consent of the data controller and a written contract;

14.23.7 the processor will assist the data controller in providing subject access and allowing data subjects to exercise their rights under the GDPR;

14.23.8 the processor will assist the data controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;

14.23.9 the processor will delete or return all personal data to the controller as requested at the end of the contract;

14.23.10 If, in the opinion of the Counterparty, certain personal data should or must no longer be stored, the processor will, at the request of the Counterparty in writing, immediately destroy the personal data in question specified by the Counterparty and declare to the Counterparty in writing that it has been done so; and

14.23.11 the processor will submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.

14.23.12 In the event of a security breach and/or a data leak as referred to in the Dutch Data Breach Notification Act, the processor will inform the Counterparty as soon as reasonably possible.

14.23.13 The duty of notification includes in any case the reporting of the fact that a leak or incident has occurred, as well as the (alleged) cause of the leak or incident, the as yet known and/or expected consequence and the (proposed) solution.

14.23.14 The Client will, if in its opinion necessary, inform those concerned and other Third Parties, including the Personal Data Authority, about a data leak or other incidents.

14.23.15 The processor is not permitted to provide information about a data leak or other incidents directly to Data Subjects or other Third Parties, except insofar as the processor is legally obliged to do so or has obtained permission from the Client.