



General Terms and Conditions

E-MILLENNI@L

Article 1. Definitions

Within the context of these General Terms and Conditions, the following definitions apply:

1. *Client:*

The natural person or legal entity who has instructed E-MILLENNI@L to perform Work.

2. *Assignment:*

Any written agreement between E-MILLENNI@L and the Client where E-MILLENNI@L provides services to clients.

3. *Quotation:*

Any oral or written offer from E-MILLENNI@L to enter into an assignment with it.

Article 2. Applicability

1. These General Terms and Conditions apply to all agreements and legal acts whereby E-MILLENNI@L provides services of whatever nature to the Client.

2. The Assignment / Agreement and these General Terms and Conditions document all agreements between the Client and the Contractor concerning the Work to which the Agreement pertains.

3. Changes and/or deviations from the Assignment and/or the General Terms and Conditions are only valid if and insofar as

they are expressly and have been agreed in writing.

4. The applicability of purchase or other terms and conditions of the Client is expressly rejected.

Article 3. Commencement and duration of the agreement

1. The agreement is only concluded and commences when the order confirmation has been signed and returned by the client and signed by E-MILLENNI@L.

2. The agreement is entered into for an indefinite period unless from the nature or purport of the assignment granted results that it has been entered into for a certain period.

Article 4. Fee

1. When the Assignment is concluded, the parties can agree on a fixed fee, including any turnover tax due, charged to the client per month. If no fixed fee is agreed upon, the fee will be determined based on hours spent.

2. The fee is calculated according to the usual hourly rates of E-MILLENNI@L, unless a deviating hourly rate has been agreed.

3. E-MILLENNI@L is entitled to increase the fee if during the execution of the assignment it appears that it (to be expected) work, as it is at the time of the conclusion of the Assignment agreed, has been incorrectly estimated so that E-MILLENNI@L cannot reasonably be expected to carry out the Assignment for the originally agreed fee, insofar as the incorrect estimate cannot be attributed to E-MILLENNI@L.



Article 5. Payment

1. Invoices sent by E-MILLENNI@L to the Client must be paid within fourteen (14) days, calculated from the invoice date, by means of payment to a bank account to be provided by E-MILLENNI@L.
2. Payment is considered to have been made on the date on which the payment is credited to E-MILLENNI@L bank account.
3. If the Client fails to pay an invoice within the term of payment specified in the first clause of this article, or within another term of payment agreed between the parties, an interest rate of 5% or the statutory interest will be charged by E-MILLENNI@L on the outstanding balance charged, at which the highest interest rate will be applied, and E-MILLENNI@L is entitled to suspend the work until the outstanding invoice has been paid.
4. If the Client is in default, E-MILLENNI@L will charge extrajudicial collection costs of at least 15% of the unpaid amount.

Article 6. Termination Assignment

1. Both E-MILLENNI@L and the Client may prematurely terminate in writing with due observance of a notice period of one (1) calendar month.
2. If the Client terminates the Assignment prematurely, the Client is obliged to pay the invoices for the work performed up to that point and E-MILLENNI@L is entitled to compensation due to the loss of occupancy caused by the interim termination.
3. In case of dissolution of the Assignment, E-MILLENNI@L is not obliged to refund payments already received from the Client. The claims of E-MILLENNI@L on the Client are immediately due and payable.

Article 7. Force majeure

1. Neither E-MILLENNI@L nor the Client are obliged to fulfill any obligation if they are prevented from doing so because of a circumstance that is not due to fault or pursuant to not subject to the law, a legal act, or generally accepted views.
2. Force majeure is understood to mean, in addition to what is understood in this regard in the law and jurisprudence, all external causes, foreseen or unforeseen, over which the parties cannot exercise any influence, but as a result of which one of the parties cannot fulfill the Assignment or the fulfillment of the concerned party may be required.
3. In the event of force majeure, the performance of the Assignment may be suspended, or the Assignment may be terminated in whole or in part, without any obligation to pay compensation.
4. Insofar as E-MILLENNI@L has partially fulfilled its obligations under the Order at the time of the occurrence of force majeure, E-MILLENNI@L is entitled to declare the part fulfilled or part to be fulfilled separately.

Article 8. Liability

1. E-MILLENNI@L is only liable for damage suffered by the Client that is the direct result of an attributable failure on the part of E-MILLENNI@L in the execution of the Assignment.
2. E-MILLENNI@L is not liable for consequential damage, trading loss, or indirect damage, suffered by the Client, which is the result of E-MILLENNI@L's failure to perform (timely) or not to perform properly. E-MILLENNI@L is also not



liable for damage, caused by / provided by the Client incorrect and/or incomplete information.

Article 9. Intellectual Property

1. E-MILLENNI@L reserves all rights with regard to products of the mind that it uses or has used in the context of the execution of the agreement with the client, insofar as rights can exist or be made on those products in a legal sense.
2. The Client is explicitly forbidden to reproduce, make public, or exploit products containing intellectual property rights belonging to the Contractor, and/or products in which intellectual property rights are vested for which the Contractor has acquired rights of use, which include but are not limited to computer programs, system designs, procedures, advice, (model) contracts, templates, macros and other intellectual products.

Article 10. Confidentiality and Exclusivity

1. E-MILLENNI@L and the Client are obliged to maintain confidentiality with regard to all confidential information that they have obtained from each other or from another source in the context of the Assignment. Information is considered confidential if communicated by the other party or if arises from the nature of the information.
2. If E-MILLENNI@L is required to disclose confidential information by law or court pursuant to a statutory provision or court decision designated third parties, and E-MILLENNI@L cannot invoke a legally recognized or court-approved right of non-disclosure, E-MILLENNI@L is not obliged to compensation or compensation and the

Client is not entitled to terminate the Assignment based on any damage that has arisen as a result. The right to give written notice of termination of (part of) the Agreement, which will apply with immediate effect, without there being any right to compensation.

Article 11. Governing Law

All agreements between the client and the contractor to which these general terms and conditions apply are, governed by Dutch law.