

General Terms & Conditions

as of September 1st, 2026, onwards.

1—DEFINITIONS

In these General Terms and Conditions (GTC), the following terms are used:

Commissioner:

The natural person or legal entity who has commissioned the Designer (the contractor) to produce goods or perform work.

Designer:

Studio Table, a sole proprietorship established at Berkelselaan 118 A2, 3038 NA, Rotterdam, registered with the dutch Chamber of Commerce under 93203136, represented by Côme Roger-Dalbert.

Parties:

The Designer and the Commissioner.

Agreement:

A written summary of the Assignment produced by the Designer, which includes (but is not limited to) Deliverables, deadlines, estimated fees and other relevant information useful to the Commissioner. It may be produced in addition to a Quote.

Assignment:

The content of the design commission agreed between the Parties, including every relevant Deliverable. It is considered approved by the Commissioner after the signature of the Quote.

Deliverable:

Every final item, file or product defined in the Agreement, delivered to the Commissioner by the Designer.

Project Brief:

The description of the Assignment, its objectives, specifications, requirements and intended use, as set out in writing in the Quote and/or Agreement.

Quote:

A preliminary financial estimate formulated by the Designer to the

Commissioner for the execution of the Assignment. The production of a Quote is free of charge.

Third-Party Materials:

Any materials not created by the Designer that are incorporated into or required to use a Deliverable, including but not limited to typefaces and font software, stock photography and illustration, video and audio, icons, plug-ins, templates, and open-source or third-party software components.

Confidential Information:

All information of a confidential nature disclosed by one Party to the other in connection with the Assignment, whether or not marked as confidential, including unreleased products, brand and commercial strategy, financial data, and the content of the Quote and any Project Brief.

2—AGREEMENT, QUOTATION & CONFIRMATION

2.1. These GTC apply to the formation, content, and performance of all Agreements concluded between the Commissioner and the Designer. Any general terms and conditions of the Commissioner are explicitly rejected. Deviations and additions are only binding if and insofar as they have been agreed upon in writing between the Parties.

2.2. Quotes are valid for 14 days, unless otherwise agreed. Price Quotes may be subject to change due to unforeseen changes in the work. All prices quoted are exclusive of sales tax (VAT) and any other government-imposed levies.

2.3. The mere issuance of a price Quote, estimate, preliminary calculation, or similar communication whether or not accompanied by a quotation, does not obligate the Commissioner to enter into an agreement with the Designer. All verbal and written offers and related price estimates from the Designer are non-binding and can only be accepted without deviation. Orders must be confirmed in writing by the Commissioner. If the Commissioner fails to do so but

nevertheless agrees to the Designer commencing the Assignment, the contents of the quotation will be deemed agreed upon. Further verbal agreements and stipulations only bind the Designer after they have been confirmed in writing by the Designer.

2.4. The Designer will begin with the Assignment only upon a written confirmation of the order from the Commissioner by accepting a Quote and, if applicable, an Agreement. By confirming the order, the Commissioner agrees to the current GTC. Payment conditions related to deposit (upfront payment) as described in section 7.3 of the current GTC apply from that moment on.

2.5. If the Commissioner wishes to simultaneously award the same assignment to persons other than this Designer, they must inform the Designer of this, stating the names of these other persons.

2.6. If a Commissioner has previously awarded the same assignment to another party, they must inform the Designer of this, stating the other party's name.

3—EXECUTION & CORRECTIONS

3.1. Unless otherwise agreed, the Designer performs the Assignment in four stages:

(a) Formulation—the Parties discuss the Assignment in full and the Designer establishes the Project Brief;

(b) Offer—the Designer submits a single proposal in accordance with article 8.5(a);

(c) Refinement—the Designer revises the proposal following the Commissioner's comments in accordance with articles 3.7 and 8.5(b);

(d) Kick-Off—the Designer delivers the final Deliverables and, where applicable, deploys them, after the Commissioner has given its approval in accordance with article 3.6.

A stage is reached when the Designer has performed it. The stages also determine the

amounts payable under article 8.4.

3.2. The Designer will endeavor to carry out the Assignment carefully and independently, to serve the Commissioner's interests to the best of their knowledge, and to strive for a result that is useful to the Commissioner. As necessary, the Designer will keep the Commissioner informed of the progress of the work.

3.3. The Commissioner is obligated to do everything that is reasonably necessary or desirable to enable the Designer to deliver on time and correctly, in particular by providing (or having provided) complete, sound, and clear data or materials on time.

3.4. If the Designer prepares an estimate for third-party costs at the Commissioner's request, this estimate will be indicative only. If desired, the Designer can request Quotes on the Commissioner's behalf.

3.5. Unless otherwise agreed, Assignments to third Parties, in the context of the creation of a design, are issued by or on behalf of the Commissioner. At the Commissioner's request, the Designer may act as an authorized representative, at the Commissioner's expense and risk. The Parties may agree on a fee to be agreed upon for this. If, during the execution of the Assignment, the Designer, according to an express agreement, procures goods or services from third Parties at their own expense and risk, after which these goods or services are passed on to the Commissioner, the provisions of the supplier's general terms and conditions regarding the quality, quantity, nature, and delivery of these goods or services will also apply to the Commissioner.

3.6. Before production, reproduction, or publication, the Parties must give each other the opportunity to review and approve the final models, prototypes, or proofs of the design. If the Designer, whether or not on behalf of the Commissioner, issues orders or

instructions to production companies or other third Parties, the Commissioner must confirm their aforementioned approval in writing at the Designer's request.

3.7. The Commissioner must submit their corrections and requests in writing to be taken into account. They will otherwise not be implemented by the Designer. Any submission from the Designer left unanswered by the Commissioner in a delay of 10 days will be considered agreed.

3.8. If the Assignment requires more interventions or corrections than initially stated in the Quote and/or Agreement, an amendment to the Quote/Agreement will be concluded between Parties. This amendment will include a new financial offer, that must be approved by both Parties. The Commissioner can express their approval in writing via email.

3.9. Any deadline specified by the Designer for completion of the design is indicative, unless the nature or content of the Agreement indicates otherwise. Even with a specified deadline for completion of the design, the Designer will only be in default after the Commissioner has given notice of default by registered letter and performance is not forthcoming within the reasonable period specified in the notice of default.

3.10. Unless otherwise agreed, conducting tests, applying for permits, and assessing whether the Commissioner's instructions comply with legal or quality standards are not part of the Designer's Assignment.

3.11. Complaints must be communicated to the Designer in writing as soon as possible, but in any case within 10 working days after completion of the Assignment.

4—INTELLECTUAL PROPERTY

4.1. Unless otherwise agreed, all intellectual property rights arising from the Assignment, including but not limited to copyright, patent rights, and design rights, belong to the Designer. Insofar as

such rights can only be obtained through an application or registration, the Designer is solely authorized to do so.

4.2. Until a further written agreement is entered into between the Parties regarding the transfer of the aforementioned intellectual property rights, these rights remain with the Designer. Insofar as such a right can only be obtained through a filing or registration, only the Designer is authorized to do so.

4.3. Unless otherwise agreed, the Assignment does not include conducting research into the existence of patent rights, trademark rights, design rights, copyrights, or portrait rights of third parties. The same applies to any research into the possibility of such forms of protection for the Commissioner.

4.4. Unless otherwise agreed, the working drawings, illustrations, prototypes, models, molds, designs, design sketches, films, and other materials or (electronic) files created by the Designer within the scope of the Assignment (together, the Working Files) remain the property of the Designer, regardless of whether they have been provided to the Commissioner or to third parties.

4.5. Third-Party Materials are licensed to the Commissioner directly by their respective rightsholders and are not covered by any licence, warranty or indemnity given by the Designer. Unless expressly agreed otherwise in the Quote, the Commissioner is responsible for obtaining, paying for and maintaining all licences required for its use of Third-Party Materials, including but not limited to font software licences covering the Commissioner's desktop, web, application and broadcast use. The Designer will identify the Third-Party Materials incorporated in a Deliverable on first request.

4.6. The Working Files are not included in the Deliverables. The Commissioner may request delivery of the Working Files against payment of a separate fee, to be agreed in writing and amounting

by default to 75% of the fee for the Assignment. Delivery of Working Files does not transfer any intellectual property right and does not extend the licence granted under article 5.

4.7. Nothing in the Agreement restricts the Designer in its use of the general knowledge, skills, methods, techniques, tools, templates and non-distinctive design components developed or used by the Designer, whether before or during the Assignment, for other clients or projects.

5—USE & LICENSE

5.1. Upon full compliance with the Commissioner's obligations under the Agreement with the Designer, the Commissioner obtains non-exclusive, non-transferable and non-sublicensable license to use the design, insofar as this concerns the right of publication and reproduction, in accordance with the purpose agreed upon in the Assignment. The licence is limited to the media, territory, term and print run or circulation specified in the Quote or Project Brief; where these are not specified, the licence is limited to the Netherlands, for a term of five years, in the media for which the design was demonstrably commissioned. An exclusive licence, or a licence of wider scope, is granted only where expressly agreed in writing and separately remunerated. If no such purpose is agreed upon, the license is limited to the use of the design for which firm intentions existed at the time the Assignment was placed. These intentions must have been demonstrably communicated to the Designer before the Agreement was concluded.

5.2. The Commissioner is not entitled to use the design more widely than agreed upon without the Designer's permission. In the event of broader use than agreed upon, a new Agreement regarding the usage rights must be concluded between the Parties. Use exceeding the agreed scope entitles the Designer to a fee of at least three times the fee that would have been

payable had the wider use been agreed in advance, without prejudice to the Designer's other rights.

5.3. Unless otherwise agreed, the Commissioner is not permitted to make or commission changes to the preliminary or final designs without the Designer's permission. The Commissioner must give the Designer the first opportunity to implement any desired changes. A fee must be paid for this, based on the Designer's standard rates.

5.4. The Designer is entitled to use the design, the concept and the Working Files for its own portfolio, publicity, promotion, competition entries and archive, in any medium. Where the Assignment concerns an unreleased product, brand or campaign, the Designer will not publish before the earlier of (i) the Commissioner's first public release, and (ii) six months after delivery of the final Deliverable, unless the Commissioner consents in writing to earlier publication.

5.5. The Designer is at all times entitled to have its name mentioned on or near the work, and to require the removal of that name. The Commissioner may only publish or reproduce the work without mentioning the Designer's name with the Designer's prior written permission. The Designer retains its moral rights under article 25 of the Dutch Copyright Act, and in particular the right to oppose any distortion or mutilation of the work.

6—FEE

6.1. In addition to the agreed fee, the costs incurred by the Designer for the execution of the Assignment are also eligible for reimbursement.

6.2. If the Designer is required to perform additional or different work due to the untimely or non-delivery of complete, proper, and clear data/materials, or due to a modified or incorrect Assignment or briefing, this work will be billed separately, based on the Designer's usual rates.

6.3. The fee agreed upon between the Parties does not include compensation for the exclusive right to use the design. If Commissioner desires an exclusive right, this can be expressly agreed in writing between Parties and will be separately remunerated accordingly.

7—PAYMENT

7.1. Payments must be made within 21 days after the invoice date. If the Designer has not received (full) payment after this period, the Commissioner is in default by operation of law, without any notice of default being required, and owes statutory commercial interest pursuant to article 6:119a of the Dutch Civil Code. All costs incurred by the Designer, such as legal fees, extrajudicial costs, and judicial costs, including the costs of legal assistance, bailiffs, and debt collection agencies, in connection with late payments, will be borne by the Commissioner. Extrajudicial collection costs are set at 15% of the outstanding amount with a minimum of €150, without prejudice to the fixed compensation of €40 payable under article 6:96(4) of the Dutch Civil Code.

7.2. The Designer has the right to invoice his fee monthly for work performed and costs incurred in carrying out the Assignment.

7.3. A retainer (upfront payment) of 25% of the agreed fee is required from the Commissioner to initiate the Assignment. The remaining balance will be due upon the Assignment's completion. In the event of the Assignment's cancellation, the retainer is nonrefundable. Unless otherwise agreed, failure to make the upfront payment within a period of 10 days after the start of the Assignment may result in the Assignment's delay or cancellation. This article does not apply to subscriptions under article 9.

7.4. Payment can be made via bank transfer. Instructions will be provided upon agreement.

7.5. From the moment the Commissioner fails to (fully) meet its payment obligations under the Agreement or is otherwise in default, the Commissioner is no longer permitted to use the results made available and any license granted to the Commissioner in the context of the Assignment shall lapse, unless the Commissioner's failure is of minor significance in light of the entire Assignment.

8—CANCELLATION & TERMINATION

8.1. Cancellation or termination is done in writing.

8.2. Once the Commissioner has confirmed the order in accordance with article 2.4, the Commissioner may terminate the Assignment before completion only on one of the following grounds:

- (a) an attributable breach by the Designer which has not been remedied within a reasonable period of at least 14 days after written notice of default in accordance with article 3.9;
- (b) bankruptcy or suspension of payments of the Designer;
- (c) force majeure on the part of the Designer, in accordance with article 10.3;
- (d) with the written consent of the Designer.

This list is exhaustive.

8.3. On termination under 8.2, the Commissioner owes the fee for the work performed and the costs incurred up to the date of termination. Any retainer is set off and any excess is refunded. This does not affect the Commissioner's right to claim damages under 8.2(a).

8.4. If the Commissioner terminates, cancels or otherwise withdraws from the Assignment other than under 8.2, the following is due, in addition to costs incurred and to obligations the Designer has entered into with third parties for the performance of the Assignment:

- (a) after *Formulation* and before *Offer*: 25% of the total amount of the Quote;
- (b) after *Offer* and before *Refinement*: 50%;
- (c) after *Refinement* and before *Kick-Off*: 75%;
- (d) after *Kick-Off*: 100%.

A stage is reached when the Designer has performed it. Amounts already paid, including the retainer, are set off. The Designer is not obliged to complete the Assignment. Where (c) or (d) applies, the Commissioner receives the Deliverables last submitted, subject to article 8.11.

8.5. Proposals and revisions:

- (a) At the *Offer* stage the Designer submits a single proposal. If the Parties establish that this proposal will not work, the Designer submits one alternative proposal at no additional cost. Any further alternative proposal is additional work within the meaning of article 6.2.
- (b) The *Refinement* stage comprises revisions to the proposal submitted at *Offer*. These are included in the fee. A round of revisions consists of one set of consolidated, written, substantiated comments from the Commissioner, submitted in accordance with article 3.7.
- (c) Revisions arising from a change to the Assignment, the brief or the specifications are not included and are dealt with under article 3.7.

8.6. Dissatisfaction:

- (a) Deliverables conform to the Assignment if they reasonably meet the Brief, specifications and requirements agreed in writing in the Quote and/or Agreement. The Designer's creative and aesthetic choices within that Brief are at the Designer's discretion.
- (b) Dissatisfaction with Deliverables that conform to 8.6(a) is not an attributable breach by the Designer and is not a ground under 8.2. The Commissioner may request revisions under 8.5, or withdraw under 8.4.

(c) If the Commissioner considers that the Deliverables do not conform to 8.6(a), they give written notice of default specifying how they fall short. Only if the Designer fails to remedy within the period referred to in 8.2(a) does that ground apply.

(d) Article 3.6 applies to the approval of submissions.

8.7. If the Commissioner fails to provide feedback, approval, materials or information reasonably required for the Designer to continue, the Designer may suspend the Assignment. If the Commissioner has still not provided them within 30 days of a written reminder, the Designer may treat the Assignment as withdrawn by the Commissioner, and article 8.4 applies.

8.8. The Designer may terminate the Agreement in the event of an attributable breach by the Commissioner which has not been remedied within a reasonable period after written notice of default. In that case article 8.4 applies, without prejudice to the Designer's right to claim further damages. Acts or omissions of the Commissioner that reasonably prevent the Designer from completing the Assignment count as an attributable breach.

8.9. The damages referred to in article 8.8 include in any event the costs arising from obligations the Designer has entered into in its own name with third parties for the performance of the Assignment.

8.10. Either party may terminate the Agreement with immediate effect, in whole or in part, if the other party is declared bankrupt or is granted suspension of payments.

8.11. If the Assignment ends before completion, any licence granted to the Commissioner lapses and the Commissioner may no longer use the Deliverables, unless and until the amount owed under article 8.3 or 8.4 has been paid in full. Article 7.5 applies accordingly, performed up to that point. The foregoing does not affect the Designer's right

to claim other damages. Any actions by the Commissioner that reasonably prevent the Designer from completing the Assignment are also considered attributable breaches in this context.

9—SUBSCRIPTIONS

9.1. Scope.

This article applies where the Parties agree a subscription, being a recurring service against a fixed monthly fee. Two types are available:

(a) Unlimited design subscription—an unlimited number of hours per calendar month of design and creative support, applied to work as instructed by the Commissioner;

(b) Web maintenance subscription—maintenance and upkeep of a website built or taken over by the Designer. The Quote and/or Agreement specifies the type, the monthly fee, the included hours or services, and the commencement date. The other articles of these GTC apply in addition to this article.

9.2. Application of other articles.

Designs and materials created during a subscription are licensed in accordance with article 5, for the purpose for which they were demonstrably commissioned; article 4 applies. For the purposes of articles 3.7 and 3.11, each item of work delivered under a subscription is treated as a separate submission.

9.3. Term and termination.

The subscription is entered into for a minimum term of two months and continues thereafter for an indefinite period. Either Party may terminate by written notice, taking effect at the end of a calendar month, subject to a notice period of one calendar month. Article 8 does not apply to subscriptions, save that articles 8.10 and 8.11 apply accordingly. Fees for the minimum term remain due if the Commissioner terminates before it expires.

9.4. Fee and payment.

The monthly fee is payable in advance and is invoiced at the start of each calendar month. Article 7.1 applies. The Designer may adjust the fee once per calendar year, with one month's written notice;

9.5. Unlimited design subscription.

(a) What it covers: The Designer's design and creative support for an unlimited number of hours per calendar month, applied to work as instructed by the Commissioner within the scope agreed in the Quote.

(b) Included in any event: Amendments and extensions to existing designs; new applications of an existing identity, such as social media assets, presentations, printed matter and campaign material; advice on design and brand questions; and coordination with printers, developers and other third parties.

(c) Not included: Work that in scope or nature amounts to a new design commission, including a redesign, a new brand identity or a new website. Such work is a separate Assignment, subject to a separate Quote.

9.6. Web maintenance subscription.

(a) What it covers: Keeping the website functioning as delivered.

(b) Included in any event: Updates to the content management system, themes and plug-ins; periodic backups; monitoring of availability; correction of defects in work delivered by the Designer; and minor content amendments not exceeding two hours per calendar month.

(c) Not included: Work that changes what the website does or contains, including new pages, templates, features or functionality; restoration following changes made by the Commissioner or by third parties engaged by it; migration to another platform, hosting provider or content management system; and search engine optimisation, content creation or campaign work. Hosting, domain names, certificates, licences and third-party subscriptions are contracted and paid for by the Commissioner in its own name; where the Designer arranges these on the Commissioner's behalf, article 3.5 applies. Article 4.5 applies to all Third-Party Materials used in or required by the website.

9.7. Common rules for both subscriptions.

(a) Work falling under 9.5(c) or 9.6(c) is additional work within the meaning of article 6.2 and is carried out only after the Designer has notified the Commissioner in writing of the additional cost.

(b) Included hours are calculated per calendar month. Unused hours lapse at the end of the month and are not refunded, save that up to 25% of the monthly hours may be carried over to the following month only.

(c) The Designer performs the work during its usual working hours and schedules it in reasonable consultation with the Commissioner. The Designer aims to respond to requests within four working days. This is an aim and not a guaranteed response time; the subscription does not entitle the Commissioner to immediate availability unless expressly agreed in writing.

9.8. Backups and availability.

The Designer performs backups with the frequency stated in the Quote and retains them for 30 days. The Designer does not guarantee uninterrupted availability of the website, does not guarantee that backups are complete or restorable, and is not liable for failures of hosting, network, platform or third-party services. Article 12 applies. The Commissioner remains responsible for maintaining its own independent backup of content and data it considers essential.

9.9. Access and cooperation.

The Commissioner grants the Designer the access, credentials and permissions necessary to perform the subscription and notifies the Designer in advance of changes made by itself or by third parties. If the Commissioner fails to do so, the Designer is not obliged to perform the affected services and is not liable for the consequences. Article 3.3 applies accordingly.

9.10. Personal data.

Where the performance of a website subscription involves the processing of personal data on the Commis-

sioner's instructions, article 13.2 applies and the Parties conclude a data processing agreement before the subscription commences.

9.11. Suspension.

If the Commissioner has not paid within the period referred to in article 7.1, the Designer may suspend performance of the subscription after written notice and a period of 10 days to remedy. The Designer will not take a live website offline on the basis of this article.

9.12. On termination.

On termination of the subscription, the Designer transfers the access and credentials in its possession to the Commissioner and, on request and against payment of the Designer's usual rates, provides reasonable assistance with the transfer to the Commissioner or a third party appointed by it. Backups are retained for 30 days after termination and are deleted thereafter. Any license granted under article 5 in respect of designs already paid for continues, subject to articles 7.5 and 8.11.

10—FORCE MAJEURE

10.1. The Parties cannot be held liable or in breach of their contractual obligations when the failure to perform their respective obligations is due to force majeure; the contract between the Parties is suspended until the causes giving rise to the force majeure have ceased. Force majeure includes, in addition to the meaning given to it by law and case law, any circumstance beyond the reasonable control of the Party concerned, including: failure or delay by suppliers or subcontractors; prolonged illness, incapacity or death of the individual designer carrying out the Assignment; failure of hosting, network, platform or software services; cyber incidents and data loss not attributable to the Party concerned; strikes; government measures; and interruptions to power or telecommunications.

10.2. The party invoking the circumstances referred to above must immediately notify the other party of their occurrence and disappearance.

10.3. If the circumstances requiring one of the Parties to suspend performance of the Agreement continue for more than six months, either party may request termination of the Agreement. If, during the performance of the Agreement, the situation existing at the time of its conclusion or the elements on which the Parties relied to conclude it change in such a way that one of the Parties suffers significant and lasting harm, the Parties shall meet within one month of the request of one of them, made by registered letter with acknowledgment of receipt, in order to seek, in an equitable manner, a new basis for the continuation of their relationship.

10.4. In the event of disagreement between the Parties regarding the terms of continuation of their relationship, they may terminate the Agreement, subject to providing 15 days notice.

11—WARRANTIES & INDEMNITIES

11.1. The Designer warrants that the work delivered was designed by or on behalf of them and that, if the design is copyrighted, they are considered the creator within the meaning of the Copyright Act and can dispose of the work as the copyright holder. This warranty does not extend to Third-Party Materials, to materials or data supplied by the Commissioner, or to any element of a Deliverable produced in accordance with the Commissioner's specific instructions.

11.2. The Commissioner indemnifies the Designer or any persons engaged by the Designer for the Assignment against all third-party claims arising from the application or use of the results of the Assignment.

11.3. The Commissioner indemnifies the Designer against all claims relating to intellectual property rights on materials or data provided by the Commissioner, which are used in the execution of the Assignment. The Commissioner warrants that it holds all rights and licences necessary for the Designer to use such materials

or data for the purposes of the Assignment.

12—LIABILITY

12.1. The Designer cannot be held liable for:

- errors in the material provided by the Commissioner;
- misunderstandings or errors regarding the performance of the Agreement if these are caused by actions of the Commissioner, such as the untimely or non-delivery of complete, sound, and clear data and/or materials;
- errors by Third Parties engaged by or on behalf of the Commissioner;
- defects or exceeding in price quotes from suppliers;
- errors in the design or text data, if the Commissioner has given their approval or has been given the opportunity to carry out an inspection and has indicated that they do not require such an inspection;
- errors in the design or text/data, if the Commissioner has failed to create or have a particular model, prototype or test carried out, and these errors would have been noticeable in such a model, prototype or test.
- defects in, or claims relating to, Third-Party Materials, including expiry or insufficiency of the Commissioner's own licences for such materials.

12.2. Except in cases of intent or gross negligence on the part of the Designer, the Designer's liability for damages under an agreement with a Commissioner is always limited to the amount of the Designer's fee. In the case of a subscription under article 9, the fee is deemed to be the total of the monthly fees paid by the Commissioner in the six months preceding the event giving rise to the damage, for a Web maintenance subscription; and in the two months preceding the event giving rise to the damage, for a Unlimited design subscription.

12.3. The Designer is in no event liable for indirect or consequential loss, including but not limited to loss of profit, loss of turnover, loss of goodwill or reputational

damage, loss of data, missed savings, third-party claims, or the costs of reprinting, recall, republication or remedial advertising.

12.4. Any claim against the Designer lapses if it is not brought before the competent court within twelve months of the date on which the Commissioner became aware, or could reasonably have become aware, of the damage.

13—GENERAL DATA PROTECTION

13.1. The Designer may collect personal data relating to contacts within the Commissioner's company or to individuals who are the subject of the services ordered by the Commissioner. In respect of contact and administrative data processed by the Designer for the purposes of concluding and performing the Agreement, invoicing, correspondence and its own records, the Designer acts as an independent controller within the meaning of Regulation (EU) 2016/679 (GDPR). The Designer's privacy statement, available at studio-table.com/privacy-policy, applies to that processing.

13.2. Where the Designer processes personal data solely on the documented instructions of the Commissioner—for example a customer database, mailing list or user data supplied by the Commissioner for the purposes of the Assignment—the Designer acts as a processor. In that case the Parties will conclude a separate data processing agreement meeting the requirements of article 28(3) GDPR before any such processing begins, covering at minimum the subject matter and duration of the processing, security measures, the engagement of sub-processors, assistance with data subject rights, breach notification, and the return or deletion of data on termination.

13.3. The Designer undertakes to process personal data in compliance with the regulations. The Commissioner undertakes to obtain any necessary consent from the individuals concerned in

relation to the purpose(s) or the purpose(s) being pursued. Furthermore, it undertakes to inform the individuals concerned of their rights of access, rectification, erasure, restriction, portability, and objection, as well as to inform them of the possibility of revoking their consent at any time.

15—ASSIGNMENT & CHANGE OF CONTROL

15.1. The Commissioner may not assign or transfer the Agreement, or any rights or licences under it, to a third party without the Designer's prior written consent, which will not be unreasonably withheld.

15.2. A change of control over the Commissioner, or a transfer of the business or brand to which the Deliverables relate, is treated as a transfer for the purposes of article

15.1. The Designer will not unreasonably withhold consent, but may make consent conditional on a reasonable adjustment of the licence fee where the scope or scale of use materially increases.

15.3. The Designer may engage third parties in the performance of the Assignment, remaining responsible for their work.

16—PENALTY CLAUSE

16.1. The Commissioner forfeits to the Designer an immediately payable penalty if it acts in breach of any of the following:

(a) article 5.1 or 5.2—use of the design beyond the agreed media, territory, term, print run or purpose, and use of designs, concepts, proposals or preliminary work that were not selected, not delivered or not paid for;

(b) article 5.3—making or commissioning changes to preliminary or final designs without the Designer's permission;

(c) article 5.5—publishing or reproducing the work without mentioning the Designer's name where attribution is required, or distorting or mutilating the work;

(d) articles 4.4 and 4.6—using, retaining, reproducing or disclosing Working Files that have not been delivered against payment of the separate fee, or using delivered Working Files beyond the scope of the licence under article 5;

(e) article 7.5 or article 8.11—continued use of the results after the license has lapsed through non-payment or termination;

(f) article 5.4—obstructing or prohibiting the Designer's use of the design, concept or Working Files for its own portfolio, publicity, promotion, competition entries or archive;

(g) article 14—the confidentiality obligations.

16.2. For breaches under 16.1(a) to (e), the penalty amounts to twice the fee that would have been payable had the use concerned been agreed in advance in accordance with article 5.2, with a minimum of €2,500 per breach.

16.3. For breaches under 16.1(f) and (g), the penalty amounts to €5,000 per breach.

16.4. Where a breach continues after the Designer has notified the Commissioner of it in writing, the penalty is increased by €250 for each day the breach continues.

16.5. The penalty is due without notice of default or court intervention being required. It applies without prejudice to the fee payable under article 5.2, and without prejudice to the Designer's rights to claim performance, to suspend or terminate, to seek an injunction, and to claim damages in excess of the penalty. Article 12.2 does not limit the penalty.

17—MISCELLANEOUS

17.1. The Agreement constitutes the entire agreement between the Parties in respect of the Assignment and replaces all prior proposals, correspondence and understandings on the same subject. Amendments are valid only if agreed in writing.

17.2. If any provision of these GTC is or becomes void, voidable or unenforceable, the remaining provisions remain in full force. The Parties will replace the provision concerned with a valid provision that approximates its purpose and commercial effect as closely as possible, in accordance with article 3:42 of the Dutch Civil Code.

17.3. Failure or delay by a Party in exercising a right does not constitute a waiver of that right.

17.4. Notices under the Agreement are valid if sent by email to the addresses used by the Parties for the Assignment, save for notices of default and termination, which must additionally be sent by registered letter.

17.5. Where these GTC are provided in more than one language, the English version prevails in the event of any discrepancy.

17.6. The Designer may amend these GTC. In respect of Agreements for an indefinite period, amended terms take effect one month after written notice to the Commissioner. Amendments do not apply to Assignments already confirmed. This is without prejudice to article 9.4.

18—GOVERNING LAW & DISPUTES

18.1. The Agreement and these GTC are governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

18.2. All disputes arising out of or in connection with the Agreement will be submitted exclusively to the competent court in Amsterdam, the Netherlands, without prejudice to the Designer's right to bring proceedings before the court that would have jurisdiction in the absence of this clause.

18.3. Before commencing proceedings, the Parties will attempt in good faith to resolve the dispute through consultation, and may agree to submit it to mediation.

Questions about the interpretation of these General Terms and Conditions can be submitted to Côme Roger-Dalbert via e-mail at the following address: info@studio-table.com.