

TERMS OF SERVICE

1.1. These terms of service outline the legal relationship between HALLO GOEIENDAG BV, located at Pastoriestraat 41, 8200 Sint-Andries, Belgium with enterprise number BE0766.299.901, and its client or customer ("Client"). They are applicable to any proposal from HALLO GOEIENDAG BV or any contract between HALLO GOEIENDAG BV and the Client that pertains, directly or indirectly, to the services provided by HALLO GOEIENDAG BV to the Client. These services include, but are not limited to, brand strategy, brand definition, brand design (such as web design and hosting), digital branding, brand content creation, and the delivery of external services (like printing, copywriting, interior) ("Services"). The terms of the proposal, along with these terms of service, together form the contract with the Client ("Contract"). Where the Services involve the processing of personal data subject to GDPR, a separate Processing Agreement may be concluded between the parties and will form part of the Contract. The Contract is only established after the Client provides written confirmation of the proposal or when HALLO GOEIENDAG BV begins providing Services in the absence of written confirmation of the proposal.

1.2. The Contract supersedes all previous written or verbal contracts, proposals, and commitments related to the same subject matter that existed before the date of this Contract. Business documents and proposals from HALLO GOEIENDAG BV do not impose obligations on HALLO GOEIENDAG BV.

1.3. The Contract also overrides the Client's general and other conditions, even if they state that they are the only ones that apply. Any deviations from the Contract are only possible with HALLO GOEIENDAG BV's prior written consent.

SERVICE IMPLEMENTATION

2.1. HALLO GOEIENDAG BV strives to provide and execute Services to the best of its ability. All actions taken by HALLO GOEIENDAG BV are considered efforts to fulfill obligations.

2.2. Delivery dates agreed in writing between HALLO GOEIENDAG BV and the Client (in the proposal, statement of work, or written confirmation by email) are binding commitments by HALLO GOEIENDAG BV, subject to the delivery guarantee mechanics set out in Article 2.3 below. Indicative dates mentioned during discussions but not confirmed in writing do not constitute binding commitments and do not entitle the Client to compensation if surpassed.

2.3. Where HALLO GOEIENDAG BV has expressly offered a delivery guarantee in the proposal or written confirmation, the following applies: if HALLO GOEIENDAG BV fails to deliver the agreed Services by the confirmed delivery date, the final invoice for the project is waived and the Client retains all final work produced up to that point. This guarantee is subject to the following conditions:

(i) Feedback timing. The Client must return all requested feedback within 24 hours of each review point. For the purposes of this Article, "feedback" means a substantive written response that either approves the work as presented or provides specific, actionable direction for revisions. An acknowledgement of receipt, a request for additional time to review, an internal discussion in progress, or a non-substantive response does not constitute feedback and does not satisfy the 24-hour requirement.

(ii) Single decision-maker. The Client must designate, in writing at kickoff, one individual authorised to approve work and provide feedback on the Client's behalf ("Designated Approver"). All feedback under condition (i) must be consolidated and delivered by the Designated Approver as a single response per review point. The Client may replace the Designated Approver at any time by written notice, effective from the next review point.

Where feedback is delivered by any person other than the Designated Approver, where conflicting feedback is received from multiple parties, or where the Client fails to designate a Designated Approver at kickoff, the requirement in condition (i) is not satisfied and the pausing provisions of condition (iii) apply until a single consolidated response is received from the Designated Approver.

(iii) Pausing of the guarantee. If Client feedback is returned later than 24 hours after request, or if a Client response does not meet the definition in (i) above, or if the requirements of (ii) above are not met, the delivery date is automatically extended by the duration of the delay, and the guarantee is paused for that period. The guarantee resumes upon receipt of qualifying feedback.

(iv) Force majeure. Force majeure events as described in Article 5.4 also pause the guarantee for the duration of the event plus the time reasonably needed to resume Services.

(v) Effect of waiver. An invoice waived under this Article is considered nullified for all purposes under these Terms of Service. A waived invoice does not accrue interest, fixed compensation, or reminder costs under Article 3.2, and does not constitute a default for the purposes of Article

4.1. Intellectual property rights to the final deliverables transfer to the Client as set out in Article 6.1.

(vi) Client responsibilities continued. The Client's other obligations under the Contract, including the obligation to pay the deposit and any earlier invoices already issued, remain in full force regardless of whether the guarantee is triggered.

Where no delivery guarantee has been expressly offered, delivery dates remain binding commitments by HALLO GOEIENDAG BV under Article 2.2, but the waiver mechanism described in this Article does not apply.

2.4. Any alterations and/or extra work requested by the Client require prior agreement from both the Client and HALLO GOEIENDAG BV and can be validated by all legal means, such as their unopposed execution by HALLO GOEIENDAG BV. The Client acknowledges and accepts that any intervention by HALLO GOEIENDAG BV for changes, additional work, maintenance, and/or repair under the Contract may result in the Website and/or the data linked to the Website being unavailable or unusable during these interventions, without HALLO GOEIENDAG BV being held liable in any way.

2.5. Any termination of Services ("Termination") by the Client must be made in writing and is subject to the following:

(i) Within 5 working days of the Contract's conclusion as per Article 1: the Client may terminate the Contract subject to a lump-sum compensation of 25% of the proposal's value. This applies to all projects regardless of agreed duration.

(ii) After 5 working days of the Contract's conclusion: termination is treated as partial termination under Article 2.6, and the Client is liable for the hours already worked, all days allocated in the planning at the currently applicable rates, and any non-recoverable third-party costs incurred by HALLO GOEIENDAG BV (including but not limited to subcontractor fees, licenses, and external supplier commitments).

In all cases, Termination must be accepted by HALLO GOEIENDAG BV before taking effect.

Where the Client has paid a reservation deposit through an online payment link prior to signature of a proposal, the Client may cancel within 72 hours of payment for a full refund. After 72 hours, Article 2.5(ii) applies.

2.6. Any partial termination or discontinuation of services during the course by the Client must be done in writing to cancel@jonasleupe.com and must be accepted by HALLO GOEIENDAG BV. The financial consequences of partial termination are governed by Article 2.5(ii).

2.7. In case of temporary suspension of activities or putting part of the assignment on hold by the client, HALLO GOEIENDAG BV reserves the right to cancel the remaining part of the assignment. If the assignment is on hold for more than 6 months after signing the order form, HALLO GOEIENDAG BV reserves the right to prepare a new proposal based on the rates applicable at that time.

2.8. The Client commits to providing all necessary documentation and information to HALLO GOEIENDAG BV, as well as having obtained the necessary permissions, to allow HALLO GOEIENDAG BV to perform its Services accurately and timely. As the provider of information, the Client alone is responsible for the accuracy and completeness of all instructions, information, and communications. HALLO GOEIENDAG BV is not liable for damages resulting from the use of incorrect, inaccurate, or defective information provided by the Client for the execution of Services, or the lack of permissions. HALLO GOEIENDAG BV commences work only once all project-related documents have been delivered by the client. In the event that the client submits documentation or information late, the project startup will be delayed, and the already scheduled days will be compensated by the client.

2.9. The services provided by HALLO GOEIENDAG BV do not encompass the examination of the existence, protection, and/or validity of the Client's intellectual property rights. This includes, but is not limited to, rights related to trademarks, design or model protection, patents, copyrights, neighboring rights, third-party portrait rights, software protection, database rights, domain names, or any other intellectual property rights.

2.10. HALLO GOEIENDAG BV retains the right to employ subcontractors, freelancers, and/or external suppliers (like a printer or (web) hosting provider, brand registration) for the execution of (a portion of) certain Services, without the requirement of prior notification to the Client. HALLO GOEIENDAG BV remains the Client's sole point of contact and is responsible for the quality and delivery of subcontracted work.

PAYMENT TERMS

3.1. The Services will be invoiced as outlined in the Contract and are independent of third-party activities. HALLO GOEIENDAG BV also reserves the right to charge a provision for costs and fees prior to or during the provision of Services.

3.2. Advance invoices must be paid within 14 calendar days, while all other invoices must be paid within 30 calendar days from the invoice issuance date. Any invoice amount not paid or not fully paid by the due date will automatically and without prior notice accrue (i) an interest equal to 1% per month of non-payment, with each commenced month considered as elapsed, and (ii) a fixed compensation amounting to 15% of the amount of the still unpaid invoices, with a minimum of €250. HALLO GOEIENDAG BV also reserves the right to charge costs for formal notice and reminder ("reminder costs"). This clause applies without prejudice to HALLO GOEIENDAG BV's right to claim a higher (damage) compensation upon proof of higher actual damages suffered.

3.3. In the event of non-payment on the due date of one or more invoices, all outstanding but not yet due invoices become automatically due and without prior notice to the detriment of the Client. The Client is not entitled to offset invoices from HALLO GOEIENDAG BV with its own invoices.

BREACH OF CONTRACT

4.1. If the Client fails to fulfill one or more of its contractual obligations, including its payment obligations, HALLO GOEIENDAG BV will send a

formal notice to the Client by registered mail. If the Client continues to default on its contractual obligations ten (10) calendar days after the date of the said formal notice, HALLO GOEIENDAG BV reserves the right to terminate the Contract without prior judicial intervention and with immediate effect against the Client. In this scenario, HALLO GOEIENDAG BV is entitled to an (additional) compensation from the Client, fixed at 30% of the agreed total price of the agreed but not performed Services.

COMPLAINTS AND LIABILITY

5.1. Any grievances about the Services or objections to invoices should be sent in writing to HALLO GOEIENDAG BV at complaints@jonasleupe.com within eight calendar days of invoice receipt (for invoice objections, the Client should also provide the reasons for the objection). If no notification is received within this timeframe, HALLO GOEIENDAG BV cannot be held responsible for any damages, and the invoices are considered accepted. Any claim against HALLO GOEIENDAG BV concerning Services becomes void one year after the invoice for the provided Services is received.

5.2. HALLO GOEIENDAG BV is only accountable for damages that are a direct consequence of its confirmed gross negligence, fraud, or intent in the execution of the Services. HALLO GOEIENDAG BV is not liable for any indirect or consequential damages, including but not limited to time loss, customer loss, profit loss, revenue loss, loss of opportunities or business prospects, loss of goodwill, damage to third-party materials or software, data loss, security breaches, and disclosure of confidential data, however, the last two are subject to GDPR liability provisions, or any other form of economic damage.

5.3. The Client agrees to fully indemnify HALLO GOEIENDAG BV, including principal, interest, and (judicial and attorney) costs, against any claim or demand from a third party that arises from or is related to this Agreement and the Services performed by HALLO GOEIENDAG BV for the Client.

5.4. HALLO GOEIENDAG BV is not responsible for any damage, both direct and indirect and/or consequential, resulting from: (i) any malfunctions, errors, interruptions, viruses, or defects in or the temporary unavailability, incorrect functioning, or incomplete availability of the Client's (computer) systems; (ii) (the content of) the (personal) data or information stored or exchanged via the Services, subject to the applicable privacy regulations (and Article 6 below) and any data processing agreement concluded between the parties where applicable; and (iii) interruptions in the Services due to unforeseen events, server or internet malfunctions, or force majeure. In such cases, the execution period is automatically suspended for the duration of the interruption, plus the time needed to restart the provision of the Services, without HALLO GOEIENDAG BV owing any compensation to the Client.

5.5. In case of technical issues, HALLO GOEIENDAG BV has the right to immediately and at any time block access to (parts of) the Services and/or (parts of) its system and/or interfaces (temporarily or not) or restrict its use and/or take other measures if, in the opinion of HALLO GOEIENDAG BV, this is necessary, without prior notice to the Client and without HALLO GOEIENDAG BV owing any compensation to the Client.

5.6. HALLO GOEIENDAG BV cannot be held accountable for damages resulting from (even gross or intentional) errors or shortcomings of its employees or subcontractors, freelancers, or third-party suppliers it relies on for the execution of (a part of) the Services, or resulting from errors, malfunctions, or defects in the (computer) systems of its employees, subcontractors, freelancers, or external suppliers. HALLO

GOEIENDAG BV is also not liable for claims filed by third parties against the Client in connection with a trademark registration carried out by a representative.

5.7. In all circumstances, after the identification of any damage, the Client must promptly and properly issue a notice of default to HALLO GOEIENDAG BV. In the absence of this, the Client will be deemed to waive any (claim) right against HALLO GOEIENDAG BV. The notice of default must contain the most complete and detailed description possible of the alleged damage so that HALLO GOEIENDAG BV can respond adequately. In any case, the Client forfeits any (claim) right against HALLO GOEIENDAG BV if it has failed to (i) limit the damage immediately after it occurred, (ii) prevent other or additional damage from occurring, or (iii) provide all necessary information regarding the alleged damage to HALLO GOEIENDAG BV.

5.8. The liability of HALLO GOEIENDAG BV is in all cases limited to the lowest of the following amounts: (i) the coverage provided by the liability insurer of HALLO GOEIENDAG BV; (ii) the total fees received by HALLO GOEIENDAG BV in the context of the Agreement for the performance of Services; or (iii) the amount specified in the quote for the Services that would give rise to liability.

5.9. The Client shall indemnify HALLO GOEIENDAG BV in full, including principal, interest, and (judicial and attorney) costs, for any claims or demands from third parties related to the execution of the Agreement or the Services provided by HALLO GOEIENDAG BV.

INTELLECTUAL PROPERTY RIGHTS

6.1. Upon full and final payment of all invoices related to the Services, all intellectual property rights to the final deliverables produced under the Agreement (including but not limited to the final selected logos, wordmarks, brand books, marketing materials, websites, applications, text(s), videos, and photos developed by HALLO GOEIENDAG BV) transfer in full to the Client. For the purposes of this Article, the waiver of the final invoice under Article 2.3 (Delivery Guarantee) is treated as full and final payment, and intellectual property rights to the final deliverables transfer to the Client in the same manner. Until full payment is received or, where applicable, until the conditions of Article 2.3 have triggered the waiver, all intellectual property rights remain with HALLO GOEIENDAG BV.

6.2. The transfer of intellectual property rights described in Article 6.1 applies only to the final deliverables selected by the Client. All preliminary work, alternative concepts, unselected designs, working files, source files, and exploratory materials remain the exclusive intellectual property of HALLO GOEIENDAG BV and are not transferred to the Client. Working files (including but not limited to Figma, Adobe Illustrator, Adobe After Effects, and other source files) are not part of the deliverables unless explicitly agreed in writing in the proposal.

6.3. HALLO GOEIENDAG BV retains the right at all times to display the work produced under the Agreement in its portfolio, case studies, and marketing materials, including but not limited to its website, social media channels, and client presentations. No prior approval is required from the Client for portfolio use following the Client's public launch of the brand. Until the Client's public launch, both parties treat the work as confidential.

6.4. HALLO GOEIENDAG BV reserves the right to sign Services and/or mention its (trade and/or brand) name, logo, or trademark on its own portfolio and marketing materials referencing the work.

6.5. The Client guarantees that it has the authority to use and/or store any software and/or data it uses or stores through the Services in any manner (e.g., as a licensee or holder of the relevant intellectual property rights). The Client acknowledges and accepts that HALLO GOEIENDAG BV, for the execution of Services, may use certain open-source or freeware software under licenses that may contain provisions superseding these general terms and conditions.

MARKETING

7.1. The Client recognizes and agrees that HALLO GOEIENDAG BV may use the Client's name, (trade)mark/logo, and/or marketing materials, as well as the Services provided by HALLO GOEIENDAG BV to the Client, for its own promotional activities, subject to the confidentiality period described in Article 6.3.

TERMINATION OF THE AGREEMENT

8.1. The Agreement can be ended at any moment without the need for prior judicial intervention and with immediate effect: (i) by a mutual agreement between both parties; and (ii) in the case of a serious violation by the Client. The failure to pay on time in accordance with Article 3.2 is considered a serious violation for the purposes of this article.

APPLICABLE LAW AND JURISDICTION

9.1. The Agreement will be interpreted and governed by Belgian law. All disputes that arise from or are related to this Agreement are under the exclusive jurisdiction of the courts of Bruges (division(s) Bruges).