

GENERAL AND SPECIFIC TERMS & CONDITIONS

Version: October 2025

GENERAL TERMS & CONDITIONS

1. Offers and Agreements

- 1.1 The present general conditions for sales and supply ("General Conditions") apply to all offers made by **Tide** (with registered office at Watertorenstraat 2, 3590 Diepenbeek, Belgium, registered under company number 1025.540.121) to the party receiving these ("Customer") as well as to all Agreements between Tide and the Customer in relation to any products or services to be supplied by or on behalf of Tide, except to the extent that Tide and the Customer have departed from them expressly and in writing. If specific conditions have been agreed upon, the General Conditions shall only apply to the extent that these specific conditions do not deviate from them (the "Agreement"). Hereinafter, Tide and the Customer are jointly referred to as the "Parties" or individually as a "Party".
- 1.2 Purchase or other conditions, including general terms and conditions on requests for quotations or requests for proposals stipulated by the Customer shall not apply, unless and to the extent Tide has expressly accepted them in writing. The application of these general conditions constitutes a determining condition for the consent of Tide.
- 1.3 The Agreement between the Parties is governed by the following documents (in respective order and to the extent applicable): (i) a written agreement between Parties (if any), (ii) the offer of Tide, (iii) these General Terms & Conditions and (iv) Belgian Law.
- 1.4 All quotes or offers by Tide are non-binding. They are only binding upon Tide if and to the extent they have been confirmed in a written order confirmation from Tide. Any offer of Tide is valid for a duration of thirty (30) days, unless expressly stated otherwise in writing.
- 1.5 Verbal arrangements and undertakings by Tide shall not be binding on Tide unless and to the extent they have been confirmed expressly in writing by Tide.
- 1.6 An Agreement between the Parties is only concluded after a written or electronic signature by the Parties, or the written or electronic confirmation of the offer by Tide, and in any case at the moment that Tide commences the execution of the Agreement after having received confirmation of the Customer, in writing or otherwise. The conclusion of the Agreement can only be refused by Tide on the basis of objective reasons.

2. Prices and charges

- 2.1 All prices are quoted exclusive of VAT and all other charges levied by the authorities in respect of the Agreement and its performance.
- 2.2 In no event shall prices confirmed by Tide for one order/proposal be binding for subsequent orders, unless it concerns orders within a larger framework agreement. A separate individual price is calculated for every service and every project. This price is only valid for that specifically defined service and/or project and therefore does not apply to other, even similar services and/or projects.
- 2.3 Additional services (i.e. not stated in the proposal and/or order confirmation) will be charged additionally to the Customer at Tide's applicable rates. Tide may reasonably increase fees and costs if, during the performance of its assignment, the amount of work proves to be much more

than originally agreed or expected, as a result of which it cannot be reasonably expected of Tide to perform the assignment at the fees and costs originally agreed. Tide shall notify the Customers hereof and the Parties shall enter into negotiations should there be any remarks of the Customer.

- 2.4 Tide reserves the right to adjust the prices on the Agreement anniversary date, in accordance with the salary indexation and the following price adjustment formula:

$$P1 = P0 \times (0,2 + 0,8 \times (S1/S0))$$

Where

- P1 = the new price (applicable as from the Agreement anniversary date)

- P0 = the price applicable since the last indexation

- S0 = the base salary in the technology industry (the national average published by AGORIA) of the month prior to (1) the month of the Agreement's conclusion, in case of the first indexation, or (2) the last price increase or (3) the last indexation, depending on which of these events takes place last.

- S1 = the base salary in the technology industry (the national average published by AGORIA) of the month prior to the indexation applied on the Agreement's anniversary date.

A price adjustment based on the price adjustment formula shall not give the Customer any right to terminate the Agreement.

3. Deliveries – Force Majeure

- 3.1 Any delivery date given by Tide is for information purposes only. Tide undertakes to do all that is commercially reasonable to carry out the deliveries and/or installation on the proposed or subsequently confirmed data but cannot be held liable for any delay.
- 3.2 Tide shall not be liable for non-performance, directly or indirectly, due to Force Majeure. Force Majeure means any circumstance unforeseen by and/or beyond Tide's control or power, and which might result in a delayed or otherwise deficient performance of the Agreement. In such case, Tide shall have the right to suspend the Agreement for as long as the Force Majeure circumstance occurs, as well as the right to demand payment for the work already done. The Parties agree that the difficulty or inability by either one of the Parties to perform any payment obligations, shall never qualify as Force Majeure.
- 3.3 Force Majeure can include, among others – without being limited thereto: unavailability and/or scarcity of certain materials, exceptional weather conditions, labour troubles, strikes or lockouts or interruption, wars, disease or accidents, pandemics that occur after signing of the agreement, communication and information technology breakdowns, government measures, export bans, delays in deliveries, transport and/or travel obstacles, including lack or withdrawal of transport facilities, export obstacles, import obstacles, breakdowns, war, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist attacks, terror safety regulations, government sanction, blockage, embargo, riot, crime, fire, explosion, unsatisfactory performance on the part of Tide's suppliers or subcontractors, act of God (events such as natural disaster, etc.), etc.

4. Payment

- 4.1 The original invoice shall:
- (a) be sent to the address indicated by the Customer;

- (b) include the reference number of Tide and Tide's bank account details.
- 4.2 Unless otherwise agreed in writing, all local bank costs incurred by the Customer in relation to any payments to Tide, or any other bank operation cost, shall be borne by the Customer.
- 4.3 Any delay in payment of invoices will trigger, ipso iure and without notice, (i) monthly late payment interests on the basis of Belgian applicable law, i.e. Wet betreffende de bestrijding van de betalingsachterstand bij handelstransacties (10,5% in 2025), which will accrue from the due date onwards, and whereby each month commenced will be considered a whole month, as well as (ii) a lump sum of 15 % of the outstanding amount, subject to a minimum amount of 125 Euro per invoice. All other outstanding amounts that have not yet become payable shall in addition immediately become payable.
- 4.4 Tide is entitled to suspend or postpone the performance of its obligations under the Agreement if the Customer remains in default with regard to any (payment) obligation under the Agreement after expiry of a period of fifteen (15) calendar days after written notice to this regard was sent to the Customer.
- 4.5 Tide reserves the right to unilaterally modify the payment terms stipulated under 4.1 if the financial situation of the Customer or the state of its earlier payments would warrant or justify this.
- 4.6 All products and/or services remain property of Tide until all invoiced amounts are paid in full, including interest, costs, penalties and all taxes.
- 4.7 All invoices shall be considered as accepted unless contested in writing within ten (10) days of the date of the invoice. In the event of such dispute, the Customer will pay the undisputed amount and the Parties will use good faith efforts to reconcile the disputed amounts as soon as possible. Amounts owed by the Customer to Tide cannot be set off or netted against a counterclaim by the Customer.
- 4.8 In addition to these General Conditions, Tide may specify particular payment terms in the relevant order form or purchase order issued to the Customer. Such payment terms shall prevail over the general payment provisions of this Article 4, to the extent that they differ.

5. Representations and warranties

- 5.1 Tide represents and warrants that;
- a) it has the legal power and authority to enter into this Agreement;
 - b) it will perform the services under this Agreement in a professional and workmanlike manner, in accordance with generally accepted industry standards.

6. Liability - Indemnification

- 6.1 The liability of Tide shall always be assessed in the light of its best effort obligation ("*middelenverbintenis*"). In the case of inadequate services or performance of the Agreement, the liability of Tide shall be limited to the (renewed) performance of the missing or inadequate services. If the (renewed) provision of the services is not (or no longer) possible or reasonable, the Customer shall be entitled to compensation in lieu of the damage suffered.
- 6.2 To the maximum extent permitted by law, under no circumstances and under no legal theory (whether in tort (including negligence), contract or otherwise, shall Tide be liable to the Customer for any indirect or consequential damages (including, without limitation, lost profits, loss of revenue, loss of business or loss of data) incurred by the Customer hereto resulting from

or arising out of or in connection with the Agreement, even if the Customer has been informed of the possibility of such damages.

- 6.3 Unless in case of fraud and/or willful misconduct and unless explicitly stated otherwise in these General Conditions, Tide's aggregate liability will always be limited to the total fee paid by the Customer to Tide for the execution of the Agreement during the last twelve months before the event leading to the liability;
- 6.4 Tide's liability exists solely when the Customer appropriately and as soon as reasonably possible (being not later than thirty (30) days after the damage came into existence) notifies Tide of the issue in writing, proposing therein a reasonable time period for correction of the issue and Tide then fails to meet the aforesaid obligations. The notification of the issue ought to be as detailed possible so that Tide is in a position to react immediately and adequately. This notification shall not discharge the Customer from taking all reasonable measures to limit any possible damage to itself or to third parties.
- 6.5 Any claim for damages must be communicated in writing to Tide within eight (8) days after the notice period of 30 days.

7. Confidentiality

- 7.1 The Parties recognize that the information provided in the performance of the Agreement, including the offer as provided by Tide and any information concerning a Party's customers, business procedures, methods, services and products, will be confidential.

Being considered as confidential information (however without this list being exhaustive): all business and production secrets, including trade and commercial secrets, customer and supplier lists, trademarks and other intellectual property, marketing strategies, all creative concepts, storyboards, scripts, treatments, graphic designs, campaign materials, copywriting, media planning, audiovisual content in any form, including raw footage, unedited recordings, photographs, interviews, podcasts, pre-release versions of projects, source codes, computer programs, computer code, modules, scripts, algorithms, features and modes of operation, inventions, processes, schematics, testing procedures, software design and architecture, specifications, technical, commercial and financial information, reports and other information of any kind, related to the activities of a Party, regardless of whether the information in question was explicitly designated as confidential ("Confidential Information").

- 7.2 Neither Party will disclose to third parties (other than as described below) the other's Party Confidential Information without the prior written consent of the other Party. The confidentiality undertakings of the receiving Party pursuant to this Article shall remain in full force and effect for the duration of the Agreement and five (5) years thereafter.
- 7.3 The receiving Party shall not use any Confidential Information of the other Party for any purpose other than the performance or exercise of its rights under the Agreement. The receiving Party agree that they shall protect the Confidential Information of the other Party using not less than the same standard of care the receiving Party applies to its own proprietary, secret or Confidential Information (and in conformity with industry standards) and that the Confidential Information shall be stored and handled in such a way as to prevent unauthorized disclosure.
- 7.4 The receiving Party has the right to disclose or give access to the Confidential Information or any part thereof to its employees and/or consultants/contractors, to the extent such employees, consultants and/or contractors have a need to know within the framework of the

Agreement and provided (i) the receiving Party obtained the necessary confidentiality and nondisclosure undertakings no less restrictive than those contained in this Agreement from such employees, consultants and/or contractors prior to such disclosure or such giving access and (ii) such consultants and/or contractors are no (in)direct competitors of Tide.

- 7.5 The disclosing Party may request in writing at any time that any written Confidential Information disclosed pursuant to the terms of the Agreement and any copies thereof be returned with a written statement to the effect that upon such return it has not knowingly retained in its possession or under its control, either directly or indirectly, any Confidential Information or copies thereof and the receiving Party shall comply with any such request within seven (7) calendar days of receipt of such request.
- 7.6 The term "Confidential Information" hereunder shall not include information which:
- (a) is or becomes part of the public domain without violation of the Agreement;
 - (b) is known and on record at the receiving Party prior to such disclosure by the disclosing Party (as the receiving Party can demonstrate by written record or other reasonable evidence); or
 - (c) is lawfully obtained by the receiving Party from a third party, whereby such third party is at its turn not bound by any confidentiality agreement with the disclosing party; or
 - (d) is developed by the receiving Party completely independently of any such disclosure by the disclosing Party.
- 7.7 Nothing herein shall be construed as granting to the receiving Party any proprietary rights or any licence in respect of the disclosing Party's Confidential Information, which is not otherwise granted to the receiving Party as part of the Agreement.
- 7.8 The Parties agree not to make any communication press release or other statements orally or in writing relation to the Agreement until the Parties have mutually agreed, in writing, the timing and text of any such communication, release or statement.
- 7.9 Without prejudice to the foregoing, the Customer acknowledges that in the event a confidentiality agreement (or similar agreement with regards to its subject) is signed between Parties, such confidentiality agreement shall prevail.
- 7.10 If the Customer violates the obligations in this article, Tide shall be entitled to claim a fixed compensation of twenty-five thousand euros (€25,000), to be increased by one thousand euros (€1,000) for each day that the infringement continues and without prejudice to Tide's right to prove and claim higher damages.

8. Non-Hire and Non-Solicitation

- 8.1 During the term of the project and for one (1) year thereafter, neither Party will directly or indirectly recruit, solicit or induce any personnel or advisor of the other Party to terminate his or her relationship with such other Party without the prior written permission of the other Party.

9. Intellectual Property Rights

- 9.1 For the purpose of the Agreement "Intellectual Property Rights" shall mean any and all now known or hereafter existing **(a)** rights associated with works of authorship, including but not limited to copyrights, copyrightable works, mask work rights, and moral rights; **(b)** trademarks, trade names, corporate names or service mark rights; **(c)** trade secret rights, know-how and other confidential information (including but not limited to ideas, information, improvements,

specifications, drawings, programmer notes, discoveries and proposals); **(d)** patents, patent rights, patent disclosures, industrial property rights and inventions (whether patentable or not); **(e)** logos, layout design rights, design rights, **(f)** trade and business names, domain names, database rights, rental rights and any other industrial or intellectual proprietary rights or similar right (whether registered or unregistered); **(g)** all registrations, applications for registration, renewals, extensions, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world.

- 9.2 Unless otherwise agreed in writing, all Intellectual Property Rights created in the performance of Tide's services remain with TTide until full payment has been received.
- 9.3 Tide may use open source software or code in the products and services it develops in the context of the Agreement. The Customer shall not itself acquire any ownership rights to the open source software.
- 9.4 Parties undertake to notify each other of any actual, threatened or suspected infringement of any Intellectual Property Rights of the other Party.

10. Data Processing

- 10.1. Both Parties commit to respect the applicable privacy legislation – to the extent personal data is being processed in the execution of their obligations under the Agreement –, being: (i) the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); (ii) the Act of 30 July 2018 on the protection of individuals with regard to the processing of personal data, as well as (iii) any applicable local privacy legislation (hereinafter "Privacy Legislation").
- 10.2 For the purpose of this Article 10, the following definitions apply:
- **Data Subject:** A natural person to whom the Personal Data relates.
 - **Data Breach:** Unauthorized disclosure, access, loss, theft or accidental or unlawful destruction of Personal Data processed by Tide.
 - **Services:** All services provided by Tide to the Customer within the scope of the Agreement, involving the processing of Personal Data.
 - **Personal Data:** Any information relating to an identified or identifiable natural person.
 - **Sub-processor:** Any processor engaged by Tide.
 - **Processing:** Any operation performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, use, disclosure, restriction, erasure or destruction.
 - **Privacy Legislation:** As defined in Article 10.1 above.
- 10.3 **Roles of the Parties.** The Customer is the Controller and Tide the Processor of the Personal Data processed under the Agreement.
- 10.4 **Use of the Services**
- 10.4.1 The Controller acknowledges explicitly that:
- The Processor purely acts as a facilitator of the Services. Hence, the Controller shall be solely responsible on how it makes use of the Services;
 - The Processor bears no responsibility with regard to adjustments and/or changes made at the explicit request of the Controller;

- The Controller is solely liable and responsible for the material and/or data provided by the Controller, as the Controller is solely liable for complying with the Privacy Legislation and/or any other regulations with regard to aforementioned material and/or data;
- The Controller shall be solely responsible to comply with all laws and regulations (such as but not limited with regard to the retention period) imposed on it by making use of the Services.

10.4.2 In case of misuse by the Controller of the Services, the Controller agrees that the Processor can never be held liable in this respect nor for any damage that would occur from such misuse.

10.4.3 The Controller therefore undertakes to safeguard the Processor when such misuse would occur as well as for any claim from a Data Subject and/or third party due to such misuse.

10.5 **Object**

10.5.1 The Controller acknowledges that as a consequence of making use of the Services of the Processor, the latter shall Process Personal Data as collected by the Controller.

10.5.2 The Processor shall Process the Personal Data in a proper and careful way and in accordance with the Privacy Legislation and other applicable rules concerning the Processing of Personal Data.

More specifically, the Processor shall – during the performance of the Agreement – provide all its know-how in order to perform the Agreement according to the rules of art, as it fits a specialized and 'good' processor.

10.5.3 Nonetheless, the Processor shall only Process the Personal Data upon request of the Controller and in accordance with its instructions.

10.5.4 The Controller owns and retains full control concerning (i) the Processing of Personal Data, (ii), the types of Personal Data Processed, (iii), the purpose of Processing and (iv) the fact whether such Processing is proportionate (non-limitative).

Moreover, the Controller shall be solely responsible to comply with all (legal) obligations in its capacity as Controller (such as but not limited to the retention period) and shall have the sole responsibility for the accuracy, quality, and legality of the Personal Data, disclosed to the Processor in the performance of the Agreement, and the means by which it acquired such Personal Data.

The responsibility and control concerning the Personal Data, subject to this Agreement, shall thus never be vested with the Processor.

10.6 **Security of Processing.** Taking into account the state of the art, the Processor implements appropriate technical and organizational measures for the protection of (i) Personal Data – including protection against careless, improper, unauthorized or unlawful use and/or Processing and against accidental loss, destruction or damage – (ii) the confidentiality and integrity of Personal Data.

10.7 **Sub-Processors**

10.7.1 The Controller acknowledges and agrees that the Processor may engage third-party Sub-processors in connection with the Agreement. In such case, the Processor shall ensure that the Sub-processors are at least bound by the same obligations by which the Processor is bound under this agreement.

10.7.2 On request of the Controller, the Processor will provide a list available concerning the Sub-processors on which it appeals for the performance of the Agreement.

10.7.3 The Processor undertakes to inform the Controller in writing of any intended change to the aforementioned list.

10.7.4 The Controller is entitled to oppose a new Sub-processor appointed by the Processor.

If the Controller wishes to exercise its right to object, the Controller shall notify the Processor in writing and in a reasoned manner by the latest within ten (10) days upon receipt of the Processor's notice

10.7.5 In the event the Controller objects to a new Sub-processor and such objection is not found unreasonable, the Processor will use reasonable efforts to (i) make available to the Controller a change in the Services or (ii) recommend a commercially reasonable change to the Controller's use of the Services to avoid Processing of Personal Data by the objected new Sub-processor without unreasonably burdening the Controller.

If the Processor is, however, unable to make available such change within a reasonable period of time (which shall not exceed thirty (30) days following the objection of the Controller), the Controller may terminate the agreement with the Processor with regard to the Agreement / the Services, under the following conditions:

- The Services cannot be used by the Controller without appealing to the objected new Sub-processor; and/or
- Such termination solely concerns the Services which cannot be provided by the Processor without appealing to the objected new Sub-processor;

And this by providing written notice thereof to the Processor within a reasonable time.

10.7.6 The Processor shall be liable for the acts and omissions of its Sub-processors to the same extent as it would be liable if performing the Services of each Sub-processor directly under the terms of this agreement.

10.8 **Privacy Officer**

10.8.1 The Processor has appointed a data protection officer.

10.9 **Transfer of Personal Data Outside the EEA**

Any transfer of Personal Data outside the EEA to a recipient which residence or registered office does not fall under an adequacy decision issued by the European Commission, shall be governed by the terms of a data transfer agreement, which shall contain: (i) standard contractual clauses as stipulated in the decision of the European Commission on June 4, 2021 (Decision 2021/915) or (ii) any other mechanism foreseen by the Privacy Legislation and/or and other applicable rules concerning the Processing of Personal Data.

10.10 **Confidentiality**

10.10.1 The Processor shall maintain the Personal Data confidential and thus not disclose nor transfer any Personal Data to third parties, without the prior written agreement of the Controller, unless when:

- Explicit written deviation;
- Such disclosure and/or announcement is required by law or by a court or other government decision (of any kind). In such case the Processor shall, prior to any disclosure and/or announcement, discuss the scope and manner thereof with the Controller.

10.10.2 The Processor ensures that its personnel, engaged in the performance of the Agreement, are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. The Processor ensures that such confidentiality obligations survive the termination of the employment contract.

10.10.3 The Processor ensures that its access to Personal Data is limited to such personnel performing the Agreement in accordance with the agreement.

10.11 **Notification**

10.11.1 The Processor shall use its best efforts to inform the Controller within a reasonable term when it:

- Receives a request for information, a subpoena or a request for inspection or audit from a competent public authority in relation to the Processing of Personal Data;
- Has the intention to disclose Personal Data to a competent public authority;
- Determines or reasonably suspects a Data Breach has occurred in relation to the Personal Data.

10.11.2 In case of a Data Breach, the Processor:

- Notifies the Controller without undue delay after becoming aware of a Data Breach and shall provide – to the extent possible- assistance to the Controller with respect to its reporting obligation under the Privacy Legislation.
- Undertakes – as soon as possible – to take appropriate remedial actions to make an end to the Data Breach and to prevent and/or limit future Data Breach.

10.12 **Rights of Data Subjects**

10.12.1 To the extent the Controller – in its use of the Services – does not have the ability to correct, amend, block or delete Personal Data, as required by Privacy Legislation, the Processor shall – to the extent it is legally permitted to do so – comply with any commercially reasonable request by the Controller to facilitate such actions.

To the extent legally permitted, the Controller shall be responsible for any costs arising from the Processor's provision of such assistance.

10.12.2 The Processor shall, to the extent legally permitted, promptly notify the Controller if it receives a request from a Data Subject for access to, correction, amendment or deletion of that Data Subject's Personal Data. The Processor shall, however, not respond to any such Data Subject request without Controller's prior written consent except to confirm that the request relates to the Controller to which the Controller hereby agrees.

The Processor shall provide the Controller with commercially reasonable cooperation and assistance in relation to the handling of a Data Subject's request for access to that person's Personal Data, to the extent legally permitted and to the extent the Controller does not have access to such Personal Data through its use of the Services.

To the extent legally permitted, the Controller shall be responsible for any costs arising from the Processor's provision of such assistance.

10.12.3 If the Processor – in context of the aforementioned assistance – has to delete the Personal Data of a Data Subject, the Controller acknowledges that the Processor cannot be

held responsible if, after the deletion, it has to process the Personal Data of this Data Subject again in the context of an agreement concluded with the Controller.

10.13 **Return and Deletion of Personal Data**

10.13.1 Upon termination of the Agreement, the Processor shall notify the Controller that it has the possibility during a term, as mentioned in such notification, to export the Personal Data through the available export tools.

10.13.2 Once the aforementioned term regarding export has passed, the Processor shall permanently delete the Personal Data resp. anonymize it.

10.14 **Control**

10.14.1 The Processor undertakes to provide the Controller with all information, required by the Controller to allow verification whether the Processor complies with the provisions of this agreement.

10.14.2 In this respect the Processor shall allow the Controller (or a third party on which the Controller appeals) to undertake inspections with a maximum of once (1) in 12 months such as but not limited to an audit – and to provide the necessary assistance thereto to the Controller or that third party. When applicable, the Controller guarantees not to disrupt the normal economic activity of the Processor

10.15 **Term.** This Article 10 lasts as long as the Agreement has not come to an end.

11. **Term and Termination**

11.1 Regarding marketing partnerships, the Agreement is entered into for an indefinite term. Either Party may terminate the Agreement without cause by giving written notice at least 15 days prior to the end of each calendar quarter. Termination will then take effect at the end of that quarter (i.e., on 31 March, 30 June, 30 September or 31 December).

11.2 For fixed-price or project-based services, the Agreement shall remain in force until completion and acceptance of the deliverables, and full payment of the agreed price. Unless otherwise agreed in writing, the Agreement shall automatically terminate upon such completion and payment. Either Party may, however, terminate the Agreement for cause in accordance with Article 11.2.

11.2.1. Client may terminate a fixed-price or project-based Agreement at any time by giving at least thirty (30) days' written notice to the other Party. The Client shall pay all amounts due for work performed up to the effective date of termination, plus a cancellation fee equal to 50% of the remaining contract value.

11.3 Either Party may terminate the Agreement, in whole or in part, with immediate effect by giving written notice to the other Party if:

(a) the other Party commits a material breach of the Agreement and fails to remedy such breach within thirty (30) days of receiving written notice specifying the breach;

(b) the other Party becomes insolvent, files for bankruptcy, is declared bankrupt or enters into any arrangement with creditors;

(c) there is an infringement of intellectual property rights or a breach of confidentiality obligations by the other Party;

(d) the other Party engages in unauthorized or illegal use of the deliverables or services.

11.4 Upon termination of the Agreement for any reason:

(a) all amounts owed to Tide for services performed and costs incurred up to the effective termination date shall become immediately due and payable;

(b) Tide shall provide the Customer with all deliverables and documentation in their then-current state for which payment has been received in full;

(c) each Party shall return or destroy the other Party's Confidential Information, except for information that must be retained by law or is embedded in deliverables for which the Customer has paid.

(d) any licenses granted to the Customer shall automatically terminate, unless otherwise agreed in writing.

11.5 Termination of the Agreement shall not affect provisions which by their nature are intended to survive termination, including but not limited to provisions relating to confidentiality, intellectual property, liability, indemnification, data protection and governing law.

12. Design & Development Services

12.1 Tide provides design and development services in accordance with the specifications agreed in the offer or Agreement.

12.2 Tide shall perform its services as a best-efforts obligation, in line with professional standards.

12.3 The Customer shall provide all necessary information, cooperation, approvals and content required for Tide to perform its services. Failure to provide such cooperation may result in delays, in which case any binding deadlines will automatically be converted into indicative deadlines.

12.4 Deliverables are deemed accepted if the Customer does not dispute them in writing within seven (7) calendar days after delivery. If disputed, Tide shall use reasonable efforts to remedy validly reported issues. Deliverables will be considered compliant if they substantially conform to the agreed specifications.

If the Customer starts using the deliverables for operational or commercial purposes, this shall constitute irrevocable acceptance, even if no formal acceptance has been communicated.

12.5 The Customer shall be charged for all tasks performed by Tide as stipulated in the offer on the basis of the project budget set forth in the offer. Tide has the right to charge, during a project, the work performed up to that point. If Tide is, due to the late or non-delivery of complete, correct and clear data/materials from the Customer or a modified or incorrect command and/or briefing, forced to perform more or other work, Tide reserves the right to invoice these activities separately.

Changes requested by the Customer after confirmation of the project scope may affect costs, timelines and deliverables. Tide shall be entitled to charge additional fees for such changes at its applicable rates.

12.6 Tide shall not be liable for rejections, delays or failures caused by third-party platforms or for delays resulting from insufficient cooperation by the Customer.

- 12.7 Tide may engage subcontractors for the performance of its obligations. If the subcontracted portion of the project represents a substantial part of the total project value, Tide will notify the Customer in advance.

13. Marketing Services

- 13.1 Tide provides marketing services as a best-efforts obligation as specified in the Agreement or offer. Tide does not guarantee specific outcomes such as sales volumes, conversion rates, social media engagement, search engine rankings or return on investment, as these depend on factors beyond TTide's control.
- 13.2 The Customer remains solely responsible for ensuring that all content, data and materials provided for use in marketing campaigns are accurate, lawful and compliant with applicable advertising, consumer protection and competition laws. The Customer shall indemnify TTide against any claims arising from such content.
- 13.3 Marketing services may involve the use of third-party platforms (including but not limited to Google, Meta, LinkedIn, TikTok and other social networks). Tide is not liable for changes in the terms, algorithms, availability or performance of such platforms, nor for the rejection or suspension of advertisements or accounts.
- 13.4 The Customer shall provide timely approvals of marketing concepts, content and campaign materials. In the absence of written feedback within the agreed timeframe, the materials shall be deemed approved.
- 13.5 Any data, metrics or analytics provided by Tide are based on third-party tools and reporting systems. Tide does not warrant the completeness or accuracy of such data and shall not be liable for discrepancies between reported results and actual performance.

14. Creative and Audiovisual Services

- 14.1 Tide provides strategic and creative services (including but not limited to marketing strategy, brand positioning, creative concepts and campaign development) as specified in the Agreement or offer.
- 14.2 Tide shall perform its services as a best-efforts obligation in accordance with professional standards. The Customer acknowledges that the results creative services depend on its own input, cooperation and implementation. Tide does not guarantee that the services will achieve specific commercial outcomes.
- 14.3 The Customer shall be responsible for obtaining all necessary consents, releases and permissions from individuals featured in any audio, video or photographic recording. Tide shall not be liable for claims relating to portrait rights, data protection or similar issues if such consents have not been duly obtained.
- 14.5 Unless expressly agreed otherwise in writing, all raw footage, project files, editing files, sound recordings and other production materials remain the exclusive property of Tide. The Customer is only entitled to receive the final deliverables as specified in the Agreement. Tide shall store the raw materials and project files for a maximum period of one (1) year after final delivery, after which Tide shall be entitled to permanently delete them, unless a longer retention period has been expressly agreed in writing.
- 14.6 Unless expressly prohibited in writing, TTide may use the final deliverables (or excerpts thereof) for its own promotional purposes, including showreels, portfolio, website, social media and award submissions.

- 14.7 The Customer shall be responsible for the costs of any third-party rights (including but not limited to music licenses, stock images, stock footage, venue hire and external talent fees), unless explicitly included in Tide's offer. Tide shall not be liable for restrictions or claims arising from the Customer's failure to obtain such rights.
- 14.8 The Agreement shall include a limited number of revisions to the deliverables as specified in the offer. Any additional revisions or changes requested by the Customer beyond the agreed scope shall be charged at Tide's applicable hourly rates.
- 14.9 Tide shall not be liable for delays in production or delivery caused by the unavailability of Customer staff, interviewees, actors, or other third-party contributors. Any additional costs incurred as a result of such delays may be invoiced separately.
- 14.10 Tide shall not be liable for delays in production or delivery caused by the unavailability of Customer staff, interviewees, actors, or other third-party contributors. Any additional costs incurred as a result of such delays may be invoiced separately.

15. Miscellaneous Provisions

- 15.1 Each Party warrants that it has the corporate capacity to enter into and perform the Agreement and shall not breach any obligation owed to any third party by doing so.
- 15.2 The relationship between Customer and Tide is that of buyer and seller. The status of Customer hereunder will at all times be that of an independent contractor and, as such, Customer shall determine its own resale prices. Neither Party will have the right to represent the other Party as agent or otherwise to pledge the other Party's credit, assume any obligation of any kind on behalf of the other Party, to bind the other Party in any respect whatsoever, to accept any service of process upon the other Party or to receive any notice for the other Party of any nature whatsoever, except where authority to such effect has been previously issued in writing. Neither Customer nor Tide will engage in any conduct, which might create the impression or inference that such agency or representation relationship would exist.
- 15.3 Tide reserves the right to amend its General Conditions at any time. After notification of these new or amended terms to the Customer, the Customer has five (5) working days to formulate any remarks in this regard. If the Customer formulates any remarks, the Parties will enter into negotiations. In the absence of any remarks within this stipulated period the Customer shall be deemed to have accepted the amended terms – tacitly – and the new or amended General Conditions shall be deemed to have entered into force.
- 15.4 The failure of any Party to enforce or assert reliance upon, at any time or for any period of time, any of the provisions of these general and the specific conditions shall not be construed as a waiver of such Party's rights under such provisions, or the right of such Party thereafter to enforce each and every provision of these general and the specific conditions. Except when otherwise stated, any changes or modifications to these general and the specific conditions requested by either Party may only be implemented and binding if mutually agreed upon in writing and signed by duly authorized representatives of the Parties hereto.
- 15.5 Whenever possible, the provisions of these general terms and conditions and the specific conditions shall be interpreted in such a way as to be valid and enforceable under applicable law. However, if one or more provisions are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of the terms and conditions shall continue in full force and effect as if such invalid, illegal or unenforceable provision had never been

contained therein. Moreover, if the Parties decide to amend the invalid, illegal or unenforceable provision(s), or any part thereof, and/or agree on a new provision, they should do so in such a way as to ensure that the new or amended provision embodies insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).

- 15.6 Any notice or other form of communication required under these general and the specific conditions must be by email.

Any notice shall be considered to have been delivered on the date of sending to the official e-mail address communicated by the receiving Party for such purposes. If no such official e-mail address has been communicated, notices may validly be sent to the e-mail address of the contact person indicated in the Agreement or, in the absence thereof, the e-mail address customarily used in the Parties' correspondence.

- 15.7 Neither Party can assign or transfer any of its rights or obligations under these general and the specific conditions, in whole or in part, to any third party without the prior written consent of the other Party, and any assignment or transfer without such consent shall be deemed null and void. However, Tide shall be entitled to assign or transfer the Agreement, in whole or in part, to any other affiliate in the group of companies to which it belongs or in connection with the sale, transfer, merger, consolidation or any other disposition of all or substantially all of its assets or business, upon the provision of formal written notice to this effect to the Customer and provided such transfer or assignment does not adversely affect the Customer's rights.

- 15.8 Within a reasonable time prior to the issuance of news releases, articles, brochures, advertisements, and other information releases, concerning the Agreement and the performance thereunder, each Party shall obtain the written approval of the other Party concerning the content and timing of such issuance.

- 15.9 The Parties agree that execution of the Agreement by industry standard electronic signature software and/or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Agreement, each party hereby waives any right to raise any defence or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

- 15.10 The person entering into an Agreement with Tide on behalf of a company or other (legal) entity warrants that he/she has the authority to validly bind such entity to the Contract.

- 15.11 These General Terms and Conditions, as well as the specific conditions and all agreements between the Parties are governed by Belgian law excluding the application of the United Nations Convention on Contracts for the International Sale of Goods and no effect shall be given to any other choice-of-law or conflict-of-laws rules or provisions (whether Belgian, foreign or international).

- 15.12 All disputes that cannot be settled amicably shall be submitted to the jurisdiction of the Courts of Commerce of the judicial district of Antwerp, department of Hasselt (Belgium).