



# TERMS AND CONDITIONS

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These terms and conditions apply to all offers, assignments, agreements, and consequences arising from engagements with **Flo de Haan**, trading under the name “**Made by Flo**” By entering into an agreement with Made by Flo, you accept the applicability of these general terms and conditions. Dutch law applies exclusively to the agreements to which these general terms and conditions apply, as well as any subsequent agreements arising from them.

## **1. Made by Flo - The Basics**

Made by Flo is a company that focuses on the development of board, card, and digital games, as well as providing related advice, but is not limited to these activities. Made by Flo is registered with the Chamber of Commerce under number 37164412. Currently, my office is located at Maria Rutgersland 31 in Heerhugowaard.

The general approach of Made by Flo is based on “no-nonsense.” Clear language. You and I. In these terms and conditions, I speak in the first person, and when I say “you,” I refer to the client. Clear agreements can be made, but everything is open to discussion. I hope we can collaborate in a pleasant manner. That’s the most important thing!

## **2. Quotations and Agreements**

After a project discussion, a quotation will be provided. This quotation is entirely non-binding and is valid for 30 days. New assignments and/or consequences naturally require a new quotation. An agreement (in this case, an agreement for assignment) is only concluded through an offer and acceptance by me, or if I explicitly commence the execution of the agreement.

## **3. Rates**

Within the agreement, we clearly communicate our expectations to each other. All prices provided by me are in euros (€) and exclude VAT, unless explicitly stated otherwise. Regarding the rates, there are three possibilities: (I) a fixed price, (II) a fixed scope (end product), and/or (III) a fixed duration and the associated hourly rate. If during the project the scope and/or nature of my activities change, I am entitled to charge an additional fee according to the agreed rates.

## **4. Travel Expenses**

Unless otherwise agreed, travel expenses and travel time within the Netherlands are included in the assignment. This explicitly does not include air tickets, international travel, hotel accommodations, and related costs.

In case we agree that I will charge travel expenses and travel time, the mileage rate will be €0.25 and the travel time will be 50% of the agreed hourly rate. Any other expenses will be calculated on a case-by-case basis.

## **5. Execution**

I have the right to carry out my work in stages within the planned schedule. I am responsible for the manner in which I execute the work and cannot be directed in this regard. It is necessary to explicitly avoid exercising control over me as an employer according to the legislation of the Tax Administration. Therefore, you explicitly agree that I also perform work for other clients.

If during the agreement it becomes necessary to modify and/or supplement the agreement for proper execution, I will notify you as soon as possible, and we will mutually agree to amend the agreement.

If we have agreed on a fixed price at the start of the agreement, I will indicate to what extent the modification or addition to the agreement will affect the initially stated price. I will try to provide a price estimate in advance, if possible.

It goes without saying that you must provide me with all necessary data or instructions for the execution of the agreement in a timely manner. If you fail to do so or do not do so in a timely manner, I have the right to suspend the execution of the agreement. Any additional costs resulting from the resulting delay will be solely your responsibility.



## **6. Best Efforts**

I will make every effort to carefully carry out the assignment and thereby fulfil the agreement, to represent your interests to the best of my knowledge, and to strive for a usable result for you. With regard to the intended activities, there is an obligation to make best efforts. Therefore, I cannot provide any guarantee regarding the achievement of the desired result by you.

The timeframe for completing the work is an indicative guideline. Therefore, unless we have agreed otherwise in writing, this timeframe cannot be considered as a strict deadline. If there is a risk of exceeding any deadline, we will consult to discuss the consequences of the delay on the further planning.

## **7. Working Hours and Location**

I am responsible for planning and scheduling my work hours. This may not necessarily fall within regular office hours. If the nature of the work requires explicit work outside regular office hours, I reserve the right to charge additional costs. I am also responsible for determining the location where I perform my work.

## **8. Materials**

Small materials (such as paper, cardboard, pawns, dice, etc.) that I use during the game development process are included in the rate. However, if reproductions of a presentable prototype are made, additional costs will be charged. It is also possible to include these reproductions in the initial quotation.

## **9. Guarantees**

Quality is extremely important for the sustainability of my company. Therefore, I reserve the right at all times to ensure that quality from the beginning to the end of my contribution to the project, unless we have explicitly agreed otherwise. We establish clear agreements in advance regarding teamwork and who has decision-making authority over creative choices during the project. If you wish to modify the quality objectives during the agreement, we will first make an arrangement about it. In doing so, I retain the right to waive attribution as mentioned in point 11. I am not responsible for disappointing results and/or the failure to achieve the objectives you desire.

## **10. Intellectual Property Rights**

On every concluded agreement, the European law on copyright is automatically applicable. For more information, please refer to the following URL: <https://digital-strategy.ec.europa.eu/en/policies/copyright-legislation>. You are aware of this and expressly acknowledge that all intellectual property rights related to the products and works resulting from the agreement belong to me. Intellectual property rights include copyright, trademark, trade name, design rights, patent, and/or other (intellectual) property rights, including rights to databases and topography of semiconductor products, or other creations, as well as, whether patentable or not, technical and/or commercial know-how, methods, concepts, and trade secrets.

The intention is to make additional agreements for each project regarding the possible transfer and/or exploitation of my intellectual property rights. Unless explicitly agreed otherwise, I grant you only a right to use the intellectual property rights associated with the products and works resulting from the agreement. If a periodic fee has been agreed upon for the right to use, the duration of the usage right is equal to the duration of that periodic fee. In other cases, the usage right is perpetual and irrevocable. The usage right includes, at the very least, the right to use the products and works resulting from the agreement for the intended purpose stated in the agreement. In all cases, the usage right is conditional upon your compliance with the obligation of attribution as described in point 11. Depending on the nature of the assignment and the product, we can make additional agreements regarding the possible transfer and/or exploitation of my intellectual property rights.

If you request me to work with third-party intellectual property rights, you are responsible for handling such matters. I am expressly not liable for any infringement of third-party intellectual property rights, and you indemnify me accordingly.

If you violate this article, you will owe me an immediately enforceable penalty of €25,000, increased by a penalty of €5,000 for each day the violation continues. I am also entitled to claim additional damages if my damages exceed the penalty amount.



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## **11. Attribution**

You are obliged to include an attribution on the final result of the assignment, which should include at least the mention of my company name and personal name. In the case of a board or card game, this includes both the back of the box and the game rules. In the case of a digital product, this includes a mention in the digital credits. If you do not wish to include an attribution on the final result of the assignment, we can make additional agreements regarding this matter, where you will be required to compensate me with an agreed-upon amount.

If you violate this article, you will owe me an immediately enforceable penalty of €25,000, increased by a penalty of €5,000 for each day the violation continues. I am also entitled to claim additional damages if my damages exceed the penalty amount.

## **12. Evaluation and Satisfaction**

After I have completed my work, I assume that you have reviewed the delivered material and/or product within 2 weeks for content and quality. If I do not hear from you during this period, I may assume that you are satisfied with the content and quality of the deliverable. If the final result is not to your satisfaction, I will make reasonable adjustments.

If it turns out later that the requirements exceed the possibilities, we will make new agreements. If, after the evaluation period and after your approval, any damage occurs based on content or quality, I am not liable and you indemnify me in this regard.

## **13. Liability and Damages**

I am not liable for any damages suffered by you unless it is a direct result of an attributable breach or wrongful act on my part. In such cases, my liability is limited solely to the extent covered by my insurance and up to the maximum amount of the insurance payout.

If, for any reason, my insurer does not make a payout or the damage is unfortunately not covered by the insurance, my liability in such cases is limited to a maximum of the invoice amount of the agreement, with a maximum amount of €5,000.

The limitation of my liability does not apply in case of intent or willful recklessness. However, you indemnify me for any claims by third parties that may arise due to your failure to fulfil an obligation.

If the agreement is performed for the benefit of multiple (legal) persons, my limitation of liability applies jointly to all involved (legal) persons, and they themselves are responsible for distributing the maximum payable compensation among themselves.

I am not liable for consequential damages, indirect damages, business losses, loss of profits, immaterial damages, and/or punitive damages. I am also not liable in the event of force majeure, as described in clause 16 of these general terms and conditions.

You must report any damages for which I can be held liable to me as soon as possible, but in any case within 10 days after the occurrence of the damage, under penalty of forfeiting any right to compensation for the damage.

The claims arising from the agreement and other powers against me expire, deviating from the statutory limitation periods, after 1 year from the first manifestation of the damage and, in any case, after 3 years from the occurrence of the damaging event.

## **14. Cancellation and Termination**

You can only cancel the agreement if I agree to it. I reserve the right to impose conditions for agreeing to the cancellation of the agreement, including requesting compensation. Furthermore, it is not possible to terminate the agreement during its course (i.e., once I have commenced my activities) unless we have expressly agreed otherwise.



## **15. Termination**

If you fail to fulfil an obligation under the agreement, either partially, inadequately, or untimely, I have the right to terminate or, at my discretion, dissolve the agreement. In both cases, you are obliged to compensate me for any damages suffered as a result of your failure. I can also terminate or, at my discretion, dissolve the agreement if one or more of the following circumstances occur:

- Circumstances arise after the conclusion of the agreement that give reasonable grounds to believe that you will not fulfil or will not fulfil your obligation(s) under the agreement, either partially, inadequately, or untimely. You were requested to provide security for the fulfilment of your obligation(s) at the time of concluding the agreement, and this security is not provided or is insufficient.
  - Due to a delay on your part, I can no longer be expected to fulfil the agreement under the originally agreed conditions.
  - Circumstances arise that are of such a nature that the performance of the agreement becomes impossible or that the unchanged maintenance of the agreement cannot reasonably be expected from me.
- You are declared bankrupt, file for a suspension of payments, or face an attachment on all or a substantial part of your property.
- Termination or dissolution of the agreement under this article will be done by email with proof of receipt, whereby my claims become immediately due and payable. I will never be liable for damages, and you will be liable for any damages suffered by me as a result.

## **16. Force Majeure**

Circumstances beyond my control and influence, whether foreseeable or not at the time of concluding the agreement, that are so severe that compliance with the agreement can no longer reasonably be expected from me, shall be regarded as force majeure, whether permanent or temporary, and release me from the obligations to fulfil the agreement.

Force majeure includes, but is not limited to: war, unrest, pandemics, hostilities, terrorism, natural disasters, storm damage, fire, earthquakes, floods, abnormal weather conditions, snow, snowfall, frost, ice formation, strikes, occupation of premises, lack or exclusion of personnel, theft of goods, computer malfunctions, system hacks and/or data breaches, disruptions in power supply, internet connections, and cable, telephone, or other communication networks, including email, as well as any impediments caused by government measures.

In the event of force majeure, I have the right to dissolve the agreement, in whole or in part, without judicial intervention, without you being entitled to compensation for damages.

## **17. Confidentiality**

We are obligated to prevent confidential information from either of us from being disclosed or falling into the hands of third parties. This obligation does not apply if it can be demonstrated that certain information is already publicly known or if disclosure of confidential information is compelled by an authorised (judicial) authority.

However, I am allowed to mention in advertisements, promotional materials, or otherwise within the scope of my marketing activities that you are one of the parties with whom I collaborate. After all, I am proud of it. I also reserve the right to use created works in my portfolio.

## **18. Privacy and Data Protection**

I am the responsible party for processing your personal data in accordance with the General Data Protection Regulation. My privacy policy applies to the processing of your personal data and can be found on the website.

## **19. Payments**

The services provided by me will be invoiced. I have a payment term of 30 days from the invoice date. Payment should be made to IBAN NL09 RABO 0101 0920 32, made payable to Made By Flo, with the invoice number mentioned. It is important to ensure that payment is made within 30 days of the invoice date, as each payment term is considered a strict deadline. If you miss a payment term, you will be in default by operation of law and will be liable to pay me statutory commercial interest on the amount owed, with each commenced month counting as a full month.

If it becomes necessary for me to transfer my claim to a collection agency, you will be responsible for all associated costs, both judicial and extrajudicial, the latter being fixed at 15% of the amount owed, with a minimum of €750. Payments, regardless of their designation, are deemed to have been made first to settle any outstanding interest and costs and then to settle the oldest outstanding claim. In the event of default, I am



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entitled to suspend and cease the execution of the agreement until you have fully met your outstanding financial obligations.

Let's hope it doesn't come to that!

## **20. Applicable Law and Jurisdiction**

All agreements in which I am a party are exclusively governed by Dutch law. Any disputes regarding the interpretation or performance of the agreement and/or these general terms and conditions shall be exclusively submitted to the judgement of the competent court of the Noord-Holland district, located in Haarlem.

## **21. Content and Amendment of the Agreement**

You bear the risk of misunderstandings regarding the content and execution of the agreement if they are caused by documents, data, or information not received, not received correctly, not received in a timely manner, or received incompletely by me.

You cannot derive any rights from advice and information provided by me if they do not directly relate to the agreement.

Any complete or partial amendment of the agreement by you is only possible if I have given written consent. If a complete or partial amendment of the agreement results in additional costs, I am entitled to charge you compensation, ensuring that all additional costs are passed on to you. Moreover, you will be fully liable to third parties for the consequences of the amendment to the agreement and shall indemnify me accordingly.

## **22. Amendment and Interpretation of the Terms**

These general terms and conditions may be amended and adjusted. Any future adjustments and changes shall also apply to agreements concluded prior to the date of the adjustment and change, unless expressly agreed otherwise in writing. The amendments and adjustments shall come into effect twenty-one (21) days after the announcement, unless stated otherwise in the announcement. In the event of a conflict between the agreement and these general terms and conditions, the conditions of the agreement prevail.

I hope for a good collaboration, trusting in each other's good intentions!

