

## GENERAL TERMS AND CONDITIONS OF MINDWIZE B.V.

### 1. General / Definitions

- 1.1 In these General Terms and Conditions, the terms given below have the following definitions:
- a. *General Terms and Conditions*: these general terms and conditions of Mindwize B.V.;
  - b. *Contract variations*: work activities not provided for in the original Order (extra work), or work activities provided for in the original Order but cancelled by the Client after conclusion of the Agreement (omitted work);
  - c. *Order*: the services and/or goods to be supplied by Mindwize described in the order confirmation;
  - d. *Order confirmation*: a written communication sent to Mindwize by the Client, confirming the conclusion of the Agreement;
  - e. *Client*: the natural or legal person who concludes or intends to conclude an Agreement, or their legal representative, or a third party authorized to act as such, who concludes or intends to conclude an Agreement;
  - f. *Agreement*: the agreement between Mindwize and Client concerning the services and/or goods to be supplied by Mindwize; and
  - g. *Mindwize*: the private company with limited liability Mindwize B.V., having its registered office and principal place of business at Planetenweg 99 in (2132 HL) Hoofddorp, The Netherlands, registered with the Chamber of Commerce under number 34166529, as well as all and any of its affiliated enterprises.
- 1.2 These General Terms and Conditions filed with the Chamber of Commerce in Amsterdam under no. 34166529 expressly supersede and replace the previous general terms and conditions of Mindwize filed with the Chamber of Commerce in Amsterdam under no. 34166529.

### 2. Applicability

- 2.1 These General Terms and Conditions apply to all offers made by Mindwize and/or Agreements to be concluded between Mindwize and the Client and all the obligations resulting therefrom.
- 2.2 Deviations from these General Terms and Conditions will only be binding if and insofar as the parties have expressly agreed thereto in writing.

- 2.3 In the event of conflict between the provisions in the Agreement and one or more provisions of these General Terms and Conditions, the provisions in the Agreement shall prevail between the parties.
- 2.4 If any provision in these General Terms and Conditions is declared invalid and unenforceable, the other provisions in these General Terms and Conditions will remain valid and enforceable. The parties will make alternative arrangements which are legally valid and are as close as possible to the purport of the invalid and unenforceable provision.
- 2.5 Mindwize expressly rejects the applicability of the Client's general terms and conditions or stipulations.

### **3. Offers and Orders**

- 3.1 Unless otherwise expressly agreed in writing, all offers and quotations made by Mindwize are without obligation and do not bind Mindwize per se, even if a term or period of validity is mentioned therein. An offer shall only be deemed to be an invitation to place an Order, and will in any case expire after thirty (30) days.
- 3.2 In all cases, Mindwize will only be bound once its Order Confirmation, as signed by the Client, is returned to it. The Order Confirmation will be deemed to be a full and correct representation of the Agreement.
- 3.3 If, despite the fact that a signed Order Confirmation is lacking, Mindwize commences with the supply of goods and/or services, this supply of goods and/or services shall be deemed to take place on the basis of the Order Confirmation that was sent but not signed, subject to the provisions of these General Terms and Conditions.
- 3.4 Any Order from the Client that has been accepted by Mindwize as evidenced by the Order Confirmation shall be deemed to be a separate Agreement between Mindwize and the Client once the Order Confirmation concerned has been signed by the Client. Any prior and different arrangements not mentioned by Mindwize in the written confirmation of the Agreement shall not apply, except if and insofar as Mindwize has agreed with those arrangements in writing.

### **4. Third Parties**

- 4.1 Mindwize shall be entitled to subcontract the Order or any part thereof to, or to have it executed by, affiliated enterprises or qualified Dutch or foreign third parties not employed by Mindwize. In such a case, Mindwize will act towards the Client as if the goods and services are supplied by Mindwize, which will have no implications for the contractual relation between the parties.

4.2 Postal and telecommunication companies are expressly excluded from the areas of application of Article 4.1, and Mindwize will consequently be able to take the legal position that the Client should be considered to have outsourced the work to the postal and telecommunication companies and that Mindwize is therefore not liable for the quality of the services rendered by the postal and telecommunication companies.

**5. Contract Variations**

5.1 If, after having placed an Order, the Client wishes to amend the Order, the Client must communicate the amendments to Mindwize in writing in a timely manner.

5.2 Mindwize will endeavour to confirm to the Client in writing the consequences of the amendments for the prices of the goods and/or services to be supplied.

5.3 The Client will be charged extra for all and any amendments to the original Order resulting in higher costs than anticipated on the basis of the offer or Order Confirmation.

5.4 If deemed necessary in the interests of the Client, Mindwize shall be entitled to supply more goods and/or services at the expense of the Client than mentioned in the offer or Order Confirmation. Insofar as possible, Mindwize will endeavour to notify the Client about this in advance.

**6. Prices and Payment Conditions**

6.1 Prices are stated in the offer. If no offer has been made, the prices stated on Mindwize's current price list shall apply. All prices and other charges are exclusive of VAT and additional costs, including but not limited to postage, transport insurances and packaging costs, etc., which are calculated separately.

6.2 If there are good grounds for Mindwize to assume the Client is in financial difficulties, Mindwize shall be entitled to require securities for the fulfilment of the payment obligations, more particularly, a bank guarantee from a major Dutch bank such as ABN AMRO Bank N.V., ING Bank N.V., Fortis Bank N.V., or Rabobank Nederland. In such a case, Mindwize shall also be entitled to suspend the performance of its obligations towards the Client until Mindwize has actually received said guarantee.

- 6.3 Mindwize reserves the right to increase the agreed prices until the date on which the supply must take place or the goods/or services must be made available if the costs of the third parties engaged by Mindwize likewise increase.
- 6.4 Invoices must be paid within thirty (30) days of the invoice date.
- 6.5 If the Client does not pay the due amount within said payment term, the Client will be in default. For the period in which the Client is in default, Mindwize shall be entitled to claim 2% default interest on the outstanding invoice amount, which interest will be calculated on a monthly basis, part of a month being reckoned as a whole month. If and insofar as the statutory interest rate is higher than the above-mentioned percentage, the statutory interest will be calculated.
- 6.6 In addition to statutory interest, Mindwize shall be legally entitled to full compensation for all costs incurred by Mindwize in the collection of the amount owed by the Client, including legal and extrajudicial costs. The amount of the extrajudicial collection costs due to Mindwize will be calculated in accordance with the collection rates set by the Netherlands Bar Association from time to time, plus VAT, unless the extrajudicial costs actually incurred exceed these collection costs, in which case the actually incurred costs will be due.
- 6.7 In the event of legal action, arbitration or settlement by binding advice in which the court, arbitration panel or binding advisor(s) decide in Mindwize's favour, all costs of legal assistance reasonably incurred by Mindwize, including amounts not awarded in the judgment, shall be borne by the Client.
- 6.8 Mindwize shall always be entitled to set off claims on the Client against amounts that it owes the Client.
- 6.9 The Client shall not be entitled to suspend its payment obligations if it is of the opinion that it has a claim against Mindwize, or to set off that which it believes Mindwize owes it with that which it owes Mindwize, or to unilaterally apply discounts to Mindwize's claims on any alleged or other ground whatsoever.
- 6.10 The Client will pay all charges for legal, administrative, financial and secretarial services directly to the providers of these services.
- 6.11 The Client will reimburse all the travel expenses reasonably incurred by Mindwize for the execution of the Order.
- 6.12 If an Order is terminated, the Client will fully reimburse all the costs incurred by Mindwize in the execution of the agreed production, including but not limited to printing costs.

**7. Several Clients**

- 7.1 In the case of several Clients, these must, as a group, clearly and unambiguously state how the group will communicate with Mindwize and how invoicing and payment will take place, all subject to Mindwize's discretion. If the group of Clients fails to provide structure in this regard, in the sense as referred to above, Mindwize will accept no liability for complaints and damage that may arise as a result.
- 7.2 Approval by one of the Clients of offers, draft agreements and/or other matters submitted for approval to the group of Clients will serve as approval for the entire group.
- 7.3 Unless otherwise agreed in writing, every Client within the group of Clients is jointly and severally liable for payment of the amount due to Mindwize under the joint order, even in the case of amendments to the Order, including but not limited to contract variations, authorized by one or more of the Clients within this group.

**8. Delivery Time**

- 8.1. Mindwize will deliver the goods it is supplying to the postal service or to the Client if this is specifically agreed. The return of transport packaging or any other packaging on the basis of the packaging regulations will not be accepted (pallets excepted). The Client is obliged to attend to the removal of packaging at its own expense.
- 8.2. Stipulated and/or agreed delivery times or dispatch times will never be regarded as a strict deadline. If delivery is not on time, Mindwize must be given a notice of default, providing it with a reasonable period in which to dispatch the goods. Agreed delivery times relate to the time at which the goods are handed over to the transport firm or postal service for dispatch.
- 8.3 The Client will never be entitled to claim compensation for direct or indirect damage, to terminate the Agreement or to suspend any obligation arising from the Agreement because a delivery period is exceeded, unless such is due to serious fault or gross negligence on the part of Mindwize or if the delay is unreasonably long.
- 8.4 Mindwize is entitled to postpone new deliveries until the Client has fulfilled all its outstanding payment and other obligations towards Mindwize.
- 8.5 Where appropriate, the method of dispatch will be determined by Mindwize, without Mindwize bearing any liability for that decision, if the Client has not provided any further instructions.
- 8.6 The dispatch of the aforementioned goods will always be at the Client's risk.

**9. Approval**

- 9.1 The Client will be entitled to test all the goods and services supplied by Mindwize. If the goods and services supplied do not meet with the Client's approval, this fact will not constitute a reason for termination of the Agreement.
- 9.2 If the supplied products are approved, the Client will ensure that all and any guarantees and statements about the Client that may be contained in the approval document are true, correct and not misleading, and that it has had ample opportunity to make amendments, adjustments or additions thereto in a manner that it deems appropriate.

**10. Suspension and Termination**

- 10.1 Unless otherwise agreed or stated in these General Terms and Conditions, the Agreement may only be terminated, notwithstanding the provisions below, by reason of imputable breach of material obligations, such by means of a registered letter to the other party after that party has been given a reasonable period in writing of at least 30 days after the initial discovery of the breach to still comply with its obligations.
- 10.2 The Client may only terminate the agreement with regard to goods and/or services that have yet to be delivered, provided or performed.
- 10.3 Mindwize has the right to terminate the Agreement wholly or in part, without prior notice of default, on grounds set out in the law or in these General Terms and Conditions, or if:
- a. the Client is granted a moratorium or a debt-rescheduling arrangement, or is declared bankrupt or has filed for bankruptcy;
  - b. an attachment is levied on the Client's properties, the Client has been placed under guardianship, or if the Client is otherwise no longer free to dispose of its assets; or if
  - c. the Client does not or does not completely comply with its obligations under the Agreement.
- 10.4 In the cases referred to in 10.3, Mindwize will be entitled, without being obliged to pay any compensation and notwithstanding its other rights, without the need for a prior notice of default or recourse to the courts, to:
- a. declare the Agreement to be completely or partially terminated by means of a written declaration to that effect to the Client;
  - b. immediately demand payment of any outstanding amount due to it by the Client in its entirety; and/or
  - c. before performing further, require that the Client furnish security for the punctual fulfilment of its payment obligations.

10.5 If the agreement is terminated or dissolved, any right of use to the items made available by Mindwize, including but not limited to documents, data files and all updates thereof, will cease to exist. The Client will then be obliged to discontinue any use and to return and/or destroy these items on Mindwize's instructions. The same applies to supplied goods insofar as ownership has not yet passed to the Client.

## **11 Intellectual Property**

- 11.1 If the Client provides Mindwize with materials, etc., it warrants that there are no intellectual property rights, property rights or other rights of third parties vested therein or that it otherwise has obtained consent from those third parties, including on behalf of Mindwize, to use those materials. The Client further warrants that the use of the materials, etc., does not violate any statutory or other provisions, rules, or guidelines, etc. The Client indemnifies Mindwize against all third-party claims and all loss or damage suffered or that will be suffered by it as a result of the use of the materials, etc., provided by the Client.
- 11.2 The intellectual property rights to the work that Mindwize develops as part of an Order, particularly where the graphic design and imitation of materials are concerned, vests in Mindwize. Mindwize grants the Client an exclusive licence in advance for the duration of the Agreement to use the work in accordance with the description in the Order, particularly with regard to the period, the area and the media. Mindwize may always continue to use the work for its own advertising and demonstrative purposes. The aforementioned does explicitly not apply to framework concepts which, with a view to continuity, may also be used by the Client after termination of the Order.
- 11.3 If a third party institutes a claim relating to the use of the work created by Mindwize and/or the materials used for that purpose, the Client and Mindwize are each obliged to inform each other of this immediately in writing and, if requested, to provide all the information and cooperation necessary to conduct a defence and/or settlement negotiations.
- 11.4 For the duration of the relationship, the Client is not entitled to use that which is produced by Mindwize for any further or other purpose than that which is expressly agreed upon. If nothing is specifically agreed in this regard, the initial use will serve as the agreed use.
- 11.5 The Client is not entitled to adapt that which is produced under the Order without Mindwize's prior written consent.
- 11.6 Unless otherwise expressly agreed in writing, the Client is not entitled to continue the use of items after termination of this Agreement.

## **12. Force Majeure**

- 12.1 In the event of force majeure, Mindwize is entitled without any obligation to pay compensation to partially or completely terminate the Agreement by means of a declaration to that effect, without recourse to the courts, notwithstanding its right to payment from the Client for the services already performed before the force majeure event occurred, or to otherwise suspend the further performance of the Agreement. In the event of suspension, Mindwize will still be entitled to partially or completely terminate the Agreement.
- 12.2 Force majeure means all circumstances beyond Mindwize's control by virtue of which Mindwize is temporarily or permanently unable to comply with its obligations, including but not limited to war, mobilization, riots, floods, industrial action, lock-outs, actions by employees' organizations that prevent the supply of the agreed goods and/or services, transport disruptions, accidents, fire, business interruptions, import or export restrictions, excessive illness-related absenteeism, outbreak of illness of an epidemic nature among the Client's personnel, delays in or failures to deliver by suppliers, delays in the processing of items by third parties under its instructions, government measures and other unforeseen circumstances that disrupt the normal course of business and delay the execution of the Order.
- 13. Liability**
- 13.1 Subject to the rest of this Article, Mindwize's liability is expressly limited in the first instance to that which is stated in Article 14 below with regard to complaints. Furthermore, in regard to goods and/or services that it delivers and/or provides, Mindwize will never be liable - still notwithstanding the provisions of Article 14 - to pay any consequential damage, including but not limited to trading losses, lost profits, damage resulting from personal accidents, damage arising from third-party claims against the Client, or any other form of damage, unless the damage is the result of an intentional act or gross negligence on the part of Mindwize.
- 13.2 Mindwize will not be liable for any formal damage whatsoever that arises from or is caused by the incorrect or other use of the delivered or supplied items or because of the unsuitability thereof for the purpose for which the Client or end user uses the item.
- 13.3 Mindwize will not be liable for damage of any nature caused by the acts or omissions of its employees or other people whose services it uses, including recommendations or other indications by these people for the application and use of that which Mindwize supplies or provides, except when such acts or omissions are intentional and/or grossly negligent.
- 13.4 The Client indemnifies Mindwize for all third-party claims for compensation because of damage suffered by these third parties as a result of the use of the goods or supplies

delivered or provided by Mindwize and/or services otherwise related to the goods or supplies delivered or provided by Mindwize.

- 13.5 Any liability of Mindwize will never exceed the amount invoiced to the Client, excluding VAT, in connection with the Order whose execution gave rise to the liability.
- 13.6 If and insofar as Mindwize's obligation to compensate any damage is excluded or limited in these General Terms and Conditions, such exclusion or limitation will apply to the same extent for any personal liability of Mindwize's personnel, co-workers, representatives and replacements.

#### **14. Complaints**

- 14.1 Malfunctions and/or defects in that which Mindwize supplies to the Client must be reported in writing with substantiation immediately after detection, however no later than within two working days, to Mindwize.
- 14.2 If and insofar as Mindwize finds the complaints to be well founded, it is only obliged at its discretion to repair the defect(s) and/or replace the substandard goods and/or services, without the Client additionally being entitled to enforce any right to any form of compensation whatsoever.
- 14.3 If the malfunction(s) and/or defect(s) in the final delivery was/were already identifiable in the sample/proof that Mindwize sent to the Client, Mindwize will no longer be obliged once the Client has approved the sample/proof to make repairs, replace items, pay damages or provide any other form of compensation.
- 14.4 Making a complaint does not release the Client from its payment obligations.
- 14.5 The return of delivered or provided goods may only take place after Mindwize has given its consent in writing and must take place under the conditions determined by Mindwize.

#### **15. Retention of Title**

- 15.1 Mindwize reserves its ownership of all goods delivered and to be delivered to the Client until the price of all of these goods is paid in full.
- 15.2 If the Client fails to meet its payment obligations towards Mindwize or Mindwize has good reason to fear that the Client will not fulfil its payment obligations, Mindwize will always be entitled to repossess the delivered goods under its reservation of title.

#### **16. Confidentiality and Data Processing**

- 16.1 During and following the term of the Agreement, the Client undertakes not to divulge in any way any confidential information concerning Mindwize and any information that comes to its

knowledge in performing the Agreement and not to disclose this information to third parties. This applies also to other information from or about Mindwize which the Client knows or may reasonably be assumed to know is confidential. The Client is obliged to take measures to guarantee this confidentiality, including but not limited to imposing the same duty of confidentiality on its personnel.

- 16.2 The Client and Mindwize are obliged to observe the Dutch Personal Data Protection Act and - insofar as applicable - the data protection legislation of other member states of the EU.
- 16.3 The Client is solely responsible for assessing whether Mindwize's processing of the data supplied by the Client is permissible and for upholding the rights of the people concerned. The Client warrants that Mindwize's processing of its data according to the Agreement does not infringe the rights of third parties and is not in violation of the applicable legislation. The Client indemnifies Mindwize against all claims that may arise in this regard and, where applicable, will reimburse all legal defence costs that Mindwize may reasonably have to incur.

#### **17. Transfer of Rights and Obligations**

The Client is not authorized to transfer the rights and/or obligations, and/or any part thereof, arising from this Agreement without Mindwize's written permission. Mindwize may attach reasonable conditions to its permission.