

## **General Terms and Conditions of Mindwize B.V.**

### **Article 1 Definitions**

In these general terms and conditions, the terms below are to be understood as follows:

"Mindwize": The private limited company Mindwize B.V., with its registered office and principal place of business in (2132 HB) Hoofddorp, on the Saturnusstraat no. 46-62 with Chamber of Commerce registration number: 34166529.

"Client": the legal person who issues an order to Mindwize or the legal person with whom Mindwize concludes an agreement.

### **Article 2 Applicability of General Terms and Conditions**

2.1 All offers, order confirmations and (follow-up) orders for the performance and/or the provision of services by, agreements with, and invoices from Mindwize are exclusively subject to these general terms and conditions. The applicability of any purchase and/or other terms and conditions pertaining to the client is hereby rejected.

2.2 Deviations from these general terms and conditions will only be deemed valid if expressly agreed to in writing in advance.

2.3 These general terms and conditions have been filed with the Chamber of Commerce. These general terms and conditions will be sent free of charge upon request and can also be consulted and downloaded by Internet from the Mindwize website.

### **Article 3 Offers**

All offers issued by Mindwize are obligation-free with regard to the price stated in the offer, the delivery time and otherwise. Prices quoted by Mindwize are exclusive of value-added tax.

### **Article 4 Establishment of the agreement**

4.1 Agreements will be deemed concluded from the date of signature of the agreement by Mindwize, respectively the day of dispatch of the written order confirmation by Mindwize, or the day on which Mindwize actually performed an order placed with it by the client.

4.2 After an agreement has been established between the client and Mindwize, the client will continue to owe the amount specified in the offer and/or fee that Mindwize would be entitled to upon fulfilment of this agreement and/or assignment, regardless of whether the client cancelled the assignment to be executed by Mindwize before, during or after the execution thereof.

## **Article 5 Execution of the agreement**

5.1 Mindwize will make every effort to perform the agreement as meticulously as possible and to represent the interests of the client to the best of its ability.

5.2 If and insofar as deemed necessary by Mindwize for the execution of the agreement, Mindwize reserves the right to have work performed by third parties on behalf of and for the account of the client. Insofar as Mindwize processes personal data on behalf of the client in the context of the assignment, it will be bound to observe the relevant provisions of the applicable processor agreement concluded between the parties, as intended in Article 10.

5.3 The engagement of postal and telecommunications companies and social network providers will be at the client's own risk and expense.

## **Article 6 Terms**

6.1 With respect to delivery times and schedules that have been agreed upon during the execution of an agreement and/or assignment, Mindwize will not be bound to deliver the work within the agreed term and will in all instances be entitled to an extension of the term within which the work is to be completed without the need to pay any form of compensation or the obligation to moderate its price due to force majeure, circumstances for which the client is responsible, or due to changes to the agreement or the conditions of execution.

6.2 Circumstances that will give rise to an extension of the term at the client's own expense include, but are not limited to, failure to provide the requested/correct information or to provide it on time. Failure on the part of co-contractors to provide the requested/correct information or to provide it on time will also be at the client's own account and will result in an extension of the term.

## **Article 7 Warranty**

Mindwize will moreover not provide any guarantees on the services it provides and performs, or on the services that Mindwize uses in the execution of its assignment.

## **Article 8 Pricing**

8.1 If a 'fixed' price is specified in the offer, order confirmation, agreement or invoice, this will apply as the agreed price for the agreed work. If no 'fixed' price is included in the offer, the amount to be paid by the client will be determined by subsequent calculation based on Mindwize's hourly rates applicable at that time.

8.2 Unless otherwise agreed, the rates charged by Mindwize can be adjusted with effect from 1 January on the basis of the consumer price index (CPI), as published by the Dutch Bureau of Statistics.

8.3 In addition to the agreed fixed or the fee-based price, the client will also be bound to compensate Mindwize for all other costs incurred during the execution of the Agreement. All increases in the cost of production or third-party costs will be passed on to the client.

8.4. If Mindwize is required to perform more work for the client in the context of this agreement than initially agreed upon between Mindwize and the client, Mindwize will process this extra work in the time schedule in consultation with the client and Mindwize will notify the client concerning the additional cost of the applicable work. The additional cost and delays are for the client's own account.

## **Article 9 Payment**

9.1 Unless otherwise agreed upon or specified in the invoice, payment of the agreed price will be made within 14 days of the invoice date. Mindwize will be entitled to invoice immediately for all performed work. If the client fails to comply with the aforementioned payment terms, it will be deemed in default.

9.2 Mindwize will be entitled to demand a deposit consisting of an amount to be determined by Mindwize, which will be payable at its first request.

9.3 If an invoice is not paid within the payment term, Mindwize will be entitled to suspend its activities until the applicable invoice has been paid. Where applicable, Mindwize will have 14 days from the time of receipt of the (deposit) payment to start production and distribution. If Mindwize encounters planning problems due to late receipt of a deposit or payment, Mindwize and the client will agree on a later production and distribution date subject to due consultation. Costs and/or losses incurred by Mindwize as a consequence of this will be paid/compensated by the client. The client will not be entitled to hold Mindwize liable for costs and/or losses incurred by the client as a consequence of deferred production and distribution dates resulting from or related to late payments or deposits.

9.4 If the client fails to pay due amounts within the agreed terms it will owe statutory commercial interest from the invoice date, plus a contractual interest of 2.5% per

calendar month, whereby part of a month is regarded as a full calendar month, as well as all judicial and extra-judicial costs related to the claim. The extra-judicial costs are calculated in accordance with the graduated extra-judicial collection costs (BIK), as specified on [www.rechtspraak.nl](http://www.rechtspraak.nl), but with a minimum of €250.

9.5 Mindwize reserves the right of ownership of all goods produced for the client until such time as the client has paid the full price of the order.

## **Article 10 Personal Data**

If, in the context of the assignment, Mindwize processes personal data for the client within the meaning of the General Data Protection Regulation (GDPR), the Mindwize processor agreement will apply between the parties [to which these terms and conditions are attached as Appendix 4].

## **Article 11 Intellectual Property**

11.1 Unless otherwise agreed, all intellectual property rights arising from the assignment – including but not limited to patent law, design right and copyright – will belong to Mindwize. Insofar as such rights can be acquired only through filing or registration, only Mindwize will be entitled to do so.

11.2 At the end of the contract term and after the client has paid all invoices in full, the client will be entitled to acquire ownership of the final designs and texts produced for it by Mindwize for the implementation of this agreement under conditions to be agreed upon with Mindwize. This will, in any case, not apply to material owned by third parties.

## **Article 12 Liability and indemnification**

12.1 Mindwize's liability towards the client is at all times limited to the value (excluding value-added tax) of the invoices paid by the client and only insofar as those invoices relate to the assignment from which the liability arises.

12.2 If and insofar as Mindwize can be held liable, only direct loss or damage suffered by the client will be eligible for compensation. Mindwize can in no way be held liable by the client for indirect and consequential damage incurred by the client (including but not limited to lost profit and/or turnover, missed opportunities and savings, loss of customers and/or donors, and loss and damage due to business interruption).

12.3 Mindwize will not be liable for losses incurred by the client related to or resulting from postal and telecom services provided by postal and telecommunications companies and services provided by social network providers.

12.4 The client indemnifies Mindwize against any third-party claims, which also covers legal fees, relating to work performed for the client.

### **Article 13 Force Majeure**

13.1 Mindwize will not be obliged to fulfil any obligation to the client if it is prevented from doing so by circumstances not attributable to a wrongful act on its part, nor by virtue of the law, legal action or according to generally accepted standards. Force majeure includes, among other things: illness and epidemics; obstruction by third parties, including those of governments; full or partial strikes; fires and accidents in Mindwize's company; internet and/or telephone failures; power failure; data loss due to computer failure; virus infection or computer intrusion by third parties; the taking of measures by the government that bring about changes in factual circumstances.

13.2 The parties will be entitled to suspend their obligations under the agreement for the duration of the force majeure. If this period lasts longer than 2 (two) months, each of the parties will be entitled to dissolve the agreement without being liable to the other party for compensation.

13.3 In as far as Mindwize has fulfilled some of its obligations under the agreement at the time of the occurrence of the force majeure or in as far as it will be able to fulfil these, and an independent value is to be attached to the part that has already or is to be fulfilled, Mindwize will be entitled to invoice the client separately for the part already fulfilled or to be fulfilled. The client will be bound to pay this invoice as if it were a separate agreement.

### **Article 14 Dissolution**

14.1 Mindwize will be entitled to dissolve the agreement in whole or in part without the need for notice of default, if:

- a. the client has been granted a moratorium, the client has been admitted to the Dutch Natural Persons Debt Rescheduling Act or has been declared bankrupt or an application has been submitted to that effect;
- b. seizure, guardianship order, or another measure has caused the Client to lose power of disposition of his assets; or
- c. the client fails to comply with any obligation under the agreement (on time or in full).

14.2 Mindwize will in these cases be entitled to, without being held to pay compensation and without prejudice to rights falling to Mindwize and without prior notice of default or judicial intervention being required:

- a. immediately claim, in full, any amount owed by the client to Mindwize; and/or

b. before continuing to perform its obligations, first require security from the client for the timely fulfilment of its payment obligations.

### **Article 15 Material and software**

15.1 Mindwize endeavours, insofar as it can or should reasonably be aware of these, not to violate the rights of third parties, applicable legal regulations, rules of conduct, self-regulation rules and guidelines in its application of the materials and software.

15.2 If the application of the material and software is restricted or prohibited, Mindwize will, at its own discretion: a) replace them so that the rights of third parties are no longer infringed, or;

b) change or adapt the materials, software and/or software it uses so that it no longer infringes the rights of third parties, or;

c) acquire right of use for the client, whereby the associated costs will be for the client's own account.

15.3 Notwithstanding the other provisions of these general terms and conditions, the client will in a situation as described in 15.2 not be entitled to revoke, cancel, or otherwise terminate the order and/or agreement, and neither be entitled to suspend payment.

### **Article 16 Other Provisions**

16.1 The parties are bound to treat all facts and circumstances that come to the attention of the other party in the context of the agreement and/or order confidentially. Third parties involved in the execution of the agreement will be bound by the same confidentiality in relation to these facts and circumstances of the client.

16.2 Mindwize reserves the right to amend and/or add to its general terms and conditions. All amendments and additions to these general terms and conditions will also apply to existing agreements.

16.3 If one or more provisions in these general terms and conditions are null and void, or are voidable, the remaining provisions will remain in full force. The parties agree to replace a void or voided provision with a provision that is valid and deviates from the void or voided provision as little as possible.

16.4 The agreement and any ensuing agreements are governed exclusively by Dutch law. The Netherlands Arbitration Institute (NAI) will be exclusively authorised to take cognisance of disputes between Mindwize and the client in accordance with the Arbitration Rules of the NAI. The disputes will be settled according to the rules of law by

a single arbitrator with registered office in Amsterdam and the proceedings will be conducted in Dutch.

16.5 In the event of arbitration (or legal proceedings or binding advice) in which the arbitrators (or judge(s) or binding advisor(s)) rule in favour of Mindwize, all costs reasonably incurred for Mindwize's legal defence, including amounts not allocated in the judgement, will be at the expense of the client.

#### **Article 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.