

## 0. Definitions

In these general terms of delivery the following terms have the following meanings:

Client: The natural person / legal entity retailer who, acting on behalf of his profession or business, is in contact with IT creation b.v. for the purpose of purchasing goods and/or services.

IT creation b.v.: The legal entity registered with the Commercial Registry of the Utrecht Chamber of Commerce under number 24388902.

### 1. General Terms and Conditions, offer and agreement

- 1.1 These General Terms and Conditions apply to all offers, legal relationships and agreements whereby IT creation b.v. supplies goods and/or services, of whatever nature, to the Client.
- 1.2 The term agreement within the meaning of these General Terms and Conditions is considered to be any oral or written agreement between IT creation b.v. and the Client, including all changes or supplements thereto.
- 1.3 Deviations from and supplements added to these General Terms and Conditions are only valid if they have been explicitly agreed on in writing.
- 1.4 All offers and other statements issued by IT creation b.v. are without obligation, unless explicitly otherwise stated in writing by IT creation b.v.
- 1.5 The Client guarantees the correctness and completeness of the performance requirements and specifications provided by him or on his behalf to IT creation b.v. as well as all the information on which IT creation b.v. bases its offer.
- 1.6 The parties declare that these General Terms and Conditions also apply to agreements that have been drawn up between them previously or will be drawn up between them in the future.
- 1.7 Any applicability of the Client's purchase or other conditions is explicitly excluded.
- 1.8 If any stipulation of these General Terms and Conditions is declared null and void or rescinded, the other stipulations of these General Terms and Conditions will remain fully applicable.

### 2. Price, payment and additional work

- 2.1 Unless otherwise specified, all prices are in Euros and excluding (Dutch) VAT and other government levies.
- 2.2 In the absence of specific regulations, IT creation b.v. is entitled to adjust its prices and tariffs annually as from the first day of January.
- 2.3 In the absence of specific regulations, the Client will be obliged to pay the invoices within fourteen days following the invoice date. The client is not entitled to effect any settlement or postponement of a payment.
- 2.4 If the Client fails to pay the amounts due on time, he will be obliged to pay a monthly interest of 1.5% over the amounts due as from the due date, such without any demand or notice being required. In the event that the Client fails to pay the amounts due after having been served a reminder or a letter of default, IT creation b.v. will be entitled to charge the Client for all judicial and extrajudicial costs for the collection of the outstanding amounts at that time. The extrajudicial costs amount to 15% of the outstanding principal sum, with a minimum of € 250.-.
- 2.5 Additional work is considered to be everything that is done during the execution of the agreement by IT creation b.v. in conjunction with the Client, whether or not agreed on in writing, in addition to the activities explicitly specified in writing in the order confirmation. Additional work also includes any adjustment and/or change of the completed activities deemed necessary by IT creation b.v. in view of changes in approach, methods, scope and duration of the order.

### 3. Confidential information, non-access and privacy

- 3.1 Information that is passed on from one party to the other and of which the other party knows or may be reasonably expected to know that it is confidential, such information in any case including all products supplied by IT creation b.v. to the Client, as meant in article 6.1 and 7.1, is considered to be confidential information. The party receiving that confidential information is obliged to use that information for its intended purpose only.
- 3.2 IT creation b.v. commits itself to take such measures as can be reasonably demanded in order to ensure that any confidential information it or its employees receive from the Client is treated confidentially. IT creation b.v. is obliged to consider all reasonable instructions issued by the Client.
- 3.3 During the term of the agreement and for the period of one year following its termination, none of the parties will be permitted to employ, approach for the purpose of employing, or in any way (indirectly employ any person who has been involved in the execution of the agreement without the approval of the other party.
- 3.4 The Client indemnifies IT creation b.v. against claims by persons whose personal details are registered or are being processed for the benefit of a personal data registration kept by the Client or for which the Client by virtue of the law or otherwise is responsible, unless the Client can prove that IT creation b.v. is solely accountable for the facts on which the claim is based. If it has been established that the Client has misused the identification details, address details and/or codes or if the Client has failed to observe the instructions as meant by this article, the Client will forthwith be considered to be in default and be obliged to pay compensation for the damages incurred by IT creation b.v. due to that misuse.

### 4. Retention of title and rights

- 4.1 All items delivered to the Client remain the property of IT creation b.v. until such moment when all agreed amounts, as well as all other amounts owed by the Client due to failing in the fulfilment of his payment obligations, have been fully paid to IT creation b.v.
- 4.2 As the occasion arises, rights are always granted or transferred to the Client on condition that the Client pays the appropriate agreed amounts in full and on time.

### 5. Risk

- 5.1 The risk of loss, theft or damage of any goods, products, software or information that are subject to an agreement will pass to the client at such time when he or his auxiliary person comes into actual possession of them.

### 6. Third party products

- 6.1 If and to the extent that IT creation b.v. supplies third party products to the Client, those products will be subject to the terms and conditions of that third party, and not to the provisions of the agreement or these General Terms and Conditions. The Client accepts the third party terms and conditions referred to above. If so requested, IT creation b.v. will be obliged to provide the Client with a copy of those third party Terms and Conditions.
- 6.2 If and to the extent that the third party terms and conditions referred to in article 6.1 are either, for whatever reason, deemed non-applicable to the relationship between the Client and IT creation b.v. or excluded from application, the provisions of the agreement and these General Terms and Conditions will apply.
- 6.3 IT creation b.v.'s liability for third party products will in any case not be more than what eventually can be claimed from the relevant third party.

### 7. Intellectual or industrial property rights

- 7.1 All intellectual and industrial property rights on products that have been developed or made available under an agreement, lie exclusively with IT creation b.v. or its licensors. In this article the term "product" is also considered to include: analyses, designs, documentation, reports, offers, equipment, software, web sites and data files as well as all material used for the preparation thereof.
- 7.2 If and to the extent that it has not been stated otherwise in an agreement, the Client will, for an unlimited period of time and with the right to make alterations or have alterations made to those products, obtain a non-exclusive, unlimited right of use for products that have been specifically developed by IT creation b.v. for the Client, such including any relevant source code.
- 7.3 IT creation b.v. indemnifies the Client against any legal claim based on a statement that the works made available by IT creation b.v. do not comply with the Dutch law on intellectual or industrial property, subject to the condition that the Client informs IT creation b.v. immediately about both the existence and the contents of that legal claim and leaves any settlement of the matter entirely to IT creation b.v.. To this end the Client will be obliged to provide IT creation b.v. with the required mandates, information and cooperation, thus enabling IT creation b.v., if necessary on behalf of the Client, to effect a defence. The obligation to indemnify will cease if and to the extent that the violation referred to is related to alterations made to the work by or on behalf of the Client.
- 7.4 The Client guarantees that no third party rights oppose the availability on the part of IT creation b.v. of equipment, software, web site material (graphics, text, music, domain names, logos etc.), data files or other material, including design material, for the purpose of use, treatment, installation or incorporation (for example in a website). The client indemnifies IT creation b.v. against any action based on the statement that any such use, treatment, installation or incorporation violates any third party rights.

### 8. Client Cooperation

- 8.1 The Client is obliged to always provide IT creation b.v. with timely information that is useful or required for the proper execution of an agreement and render every possible assistance, including allowing access to its buildings. If, in view of rendering assistance in the execution of an agreement, the Client assigns its own personnel, that personnel will be required to possess all relevant knowledge, experience, capacity and quality.
- 8.2 The client bears the responsibility for the selection process, the use and application within the organisation of products and services provided by IT creation b.v., and is also responsible for the monitoring and security procedures as well as for an adequate system management.
- 8.3 Software, web sites, materials, data or information provided by the Client to IT creation b.v. are required to comply with the specifications necessary for the execution of activities.
- 8.4 If the Client fails to provide IT creation b.v. with the information, equipment or personnel required for the execution of an agreement, or does not supply them on time or in accordance with the specified arrangements, or if the Client fails in any other way to meet his obligations, IT creation b.v. will be entitled to fully or partially postpone the execution of the agreement and will be entitled to charge the ensuing costs in accordance with its customary rates, such without prejudice to IT creation b.v.'s rights to execute any other legal right.

- 8.5 In the event of IT creation b.v. personnel performing activities at the Client's location, the Client will be obliged to provide and pay for any facilities deemed reasonably necessary by that personnel, such facilities including appropriate working space with adequate computer systems and telecommunication as well as data communication facilities. The Client is obliged to allow IT creation b.v. personnel to take reasonable measures for the prevention of occupational illness. The Client indemnifies IT creation b.v. against claims from third parties, among which IT creation b.v. employees, who in line of executing the agreement incur damages resulting from Client's actions or negligence or from unsafe situations within his organisation. The Client is obliged to inform IT creation b.v. employees who are to be assigned of the applicable house and security regulations.

- 8.6 If telecommunication and data communication facilities, including the Internet, are used during the execution of an agreement, the Client will be responsible for a correct choice and the timely and adequate availability thereof. IT creation b.v. is obliged to consider the Client's reasonable instructions for such use. IT creation b.v. can never be held liable for damages or costs resulting from transmission errors or the unavailability of these facilities, such without prejudice to the other provisions specified in the other articles of these General Terms and Conditions.

### 9. Delivery periods

- 9.1 All delivery periods specified or agreed on by IT creation b.v. have been established to the best of their ability on the basis of the information known to IT creation b.v. at the moment of entering into the agreement. IT creation b.v. will endeavour to observe the agreed (delivery) periods as well as possible. The delivery dates are therefore always indicative. The mere exceeding of a specific or agreed (delivery) period does not place IT creation b.v. in a position of default. IT creation b.v. is in any case not held to (delivery) periods which can no longer be met due to circumstances beyond its control that have occurred after entering into the agreement. In a situation of impending breach of any given delivery period, IT creation b.v. and the Client will be obliged to consult each other at the soonest possible moment.

### 10. Delivery of services

- 10.1 IT creation b.v. is entitled to temporarily postpone the delivery of services due to (preventive) maintenance, without the Client being entitled to any compensation (for damages) or reimbursement. In planning its activities, IT creation b.v. will be obliged to take the Client's interests into consideration as much as possible. The client will, if necessary undertake to actively render assistance.
- 10.2 Considering the nature of the various services, IT creation b.v. cannot guarantee that these will be provided without interruptions or faults. The Client is aware of the fact that using Internet connections poses a risk that may lead to a loss of privacy, confidential information and ownership.

### 11. Use of services

- 11.1 The Client is obliged to observe all relevant legal regulations and other conditions as well as user instructions applicable at the time when the network and services in question are being used.
- 11.2 The Client is obliged to effect his own reasonable measures concerning security.
- 11.3 The Client may not use the IT creation b.v. network or any of its services for unlawful, improper or irresponsible actions, nor simulate such actions, including unauthorised access to or unauthorised use of information, systems or networks and also including attempts of any kind to try out, explore or test the vulnerability of a system or network, gather or use e-mail addresses, log in codes or other user identities without the identified person's consent, or gather or use information without approval from the owner of that information.
- 11.4 The Client is not permitted to use the IT creation b.v. network and equipment for the purpose of publishing, reproducing or distributing content that is in violation of any legal regulations or that is otherwise offensive, misleading, disrupting, provoking or prohibited.
- 11.5 It is explicitly forbidden for the Client to perform spam activities from IP addresses that belong or refer to the IT creation b.v. network. Spamming can lead to being cut off.
- 11.6 The Client will not cause any disruption of the IT creation network or third party network(s) and/or the link between these networks resulting from (the contents of) data traffic or from actions and/or negligence. The Client will not use the systems provided or made available by IT creation b.v. in such a way as to unnecessarily interrupt the normal functioning of the shared part of the system or occupy an unproportional part of the system resources.
- 11.7 If according to IT creation b.v.'s reasonable judgement a situation occurs in which the functioning of IT creation b.v.'s network or systems and/or services to IT creation b.v. customers might be jeopardised, IT creation b.v. will be entitled to provide the Client with reasonable instructions that must then be adhered to within the specified term.
- 11.8 If the instructions referred to in the previous article are ignored and/or if (the contents of) the data traffic or the actions and/or negligence on the part of the Client cause an immediate disruption in the IT creation b.v. network, third party networks or a link between these networks, the Client will be considered to be in immediate default without any further notice of default being required.
- 11.9 The Client indemnifies IT creation b.v. against and will reimburse IT creation b.v. for any claim, charge or action arising from a breach of the provisions of this article.

### 12. Term and termination of the agreement

- 12.1 Each party is only entitled to terminate the agreement if, following a proper and as detailed as possible written notice of default whereby a reasonable term is set to remedy the failure in question, the other party fails imputably to fulfil the essential obligations of that agreement.
- 12.2 Each party is entitled to immediately fully or partially terminate an agreement without a notice of default being required if the other party has been granted a moratorium, whether or not provisional, if bankruptcy proceedings have been instituted against the other party or if its business is suspended or terminated other than for the reconstruction or merger of companies. The party thus terminating the agreement cannot ever be held to any kind of reimbursement of monies that have already been received or to the payment of damages. In the event of bankruptcy on the part of the Client, the Client's rights to use the provided products will be terminated by operation of law.
- 12.3 If the Client has already taken receipt of a performance from the execution of an agreement at the moment of termination of that agreement, these performances and the ensuing payment obligations will not be subject to undoing, unless the Client proves that IT creation b.v. is in default with regard to these performances. Amounts already invoiced by IT creation b.v. before the termination in connection with deliveries made in executing the agreement, will, with due observance of the provisions described in the previous sentence, remain due at the moment of termination and will become immediately due and payable.

### 13. Liability; indemnification

- 13.1 IT creation b.v. only accepts legal obligations for the compensation of damages to the extent that this becomes apparent from this article.
- 13.2 IT creation b.v.'s total liability is limited to the compensation of direct damages for up to no more than the amount specified as compensation (excluding Dutch VAT) in that agreement for the work to be done by IT creation b.v.. If that agreement is essentially a continuing performance agreement, IT creation b.v.'s total annual liability will be limited to the total compensation (excluding Dutch VAT) specified by IT creation b.v. for work that was agreed on for one year. In no case will the total compensation for direct damages amount to more than € 10,000.-
- 13.3 IT creation b.v.'s liability for indirect damages, including but not limited to consequential damages, loss of revenue, missed savings, loss of goodwill, loss due to business interruption, loss due to claims from the Client's customers, mutilation or loss of data, damages related to the third party use of materials or software prescribed by the Client to IT creation b.v. is explicitly excluded.
- 13.4 The maximum amounts specified in this article expire if and to the extent that the loss is a result of deliberate intent or gross negligence on the part of IT creation b.v.
- 13.5 A precondition for any right to compensation for damages is that the Client each time informs IT creation b.v. of those damages in writing as soon as possible after they occur, but no later than two weeks following the occurrence and in as much detail as possible.
- 13.6 The Client is obliged to indemnify IT creation b.v. against third party claims, such including members of his personnel, for whatever reason for the compensation of damages.

### 14. Force Majeure

- 14.1 None of the parties are obliged to fulfil the obligations arising from an agreement if they are prevented to do so as a result of Force Majeure. Force Majeure is also considered to include circumstances of Force Majeure on the part of IT creation b.v.'s suppliers, the failing on the part of suppliers assigned to IT creation b.v. by the Client to fulfil their obligations as well as the defectiveness of items, material and third party software prescribed by the Client for use by IT creation b.v.
- 14.2 In the event of a situation of Force Majeure lasting or expected to last more than ninety days, each party will be entitled to terminate that agreement by means of a written notice. Everything that has been delivered by virtue of that agreement will be settled proportionally, without any of the parties being indebted towards the other.

### 15. Disclosure

- 15.1 The Client hereby allows IT creation b.v. to disclose the IT creation b.v. services which the Client has selected as well as the nature of those services. Following prior written approval from the Client, IT creation b.v. will be permitted to disclose the implemented or still to be implemented solutions and the main reasons for which the Client has chosen for IT creation b.v. as well as the subsequent advantages achieved by the Client.

### 16. Interpretation, governing law and disputes

- 16.1 The Dutch text of these General Terms and Conditions determines each time how they are interpreted.
- 16.2 All agreements drawn up between IT creation b.v. and the Client are governed by Dutch law. The applicability of the 1980 Vienna Sales Convention is excluded.
- 16.3 Any dispute between IT creation b.v. and the Client arising from an agreement entered into between IT creation b.v. and the Client will in first instance exclusively be brought before the competent court in Rotterdam, such without prejudice to the right of appeal and the right to request an interlocutory injunction.