



General Terms and Conditions of Continews B.V.

Article 1. Definitions and considerations:

1. **Continews B.V.**, having its registered office in Hillegom at the Noorder Leidsevaart 58, Chamber of Commerce number: 60442131, is referred to in these general terms and conditions as the contractor/seller.
2. The contractual party of the contractor is referred to in these general terms and conditions as the client.
3. The parties are the contractor and client jointly.

Definitions:

1. **Contract / Agreement:** the agreement for the provision of services, in which the Contractor undertakes to carry out certain Work for the Client;
2. **Client:** the natural or legal person who awarded the Contract for the performance of Work to the Contractor;
3. **Contractor:** the office that accepted the Contract. All Contracts are exclusively accepted and carried out by the office, not by or on behalf of an individual Employee, even if the Client has expressly or implicitly awarded the Contract with a view to the implementation thereof by a specific Employee or specific Employees. The applicability of Sections 404, 409 and 407 Subsection 2 of Book 7 of the Dutch Civil Code is explicitly excluded;
4. **Work:** all work and activities to be carried out by the Contractor on behalf of the Client, for which a Contract was awarded, and which were by the Contractor, as well as all work and activities for the Contractor resulting therefrom.

Article 2 - Applicability of the general terms and conditions

1. These terms and conditions apply to all quotations, offers, agreements and any supplies of goods or services by or on behalf of the Contractor.
2. It is only possible to deviate from these terms and conditions if the parties expressly stipulate this in writing.
3. Continews alone is considered the Contractor in respect of the Client. Such is also the case where the express or implicit intention exists that the contract is carried out by a specific person. The applicability of Section 404 of Book 7 of the Dutch Civil Code (which provides for cases in which the intention exists that the contract is carried out by a specific person) and Section 407 Subsection 2 of Book 7 of the Dutch Civil Code (which establishes joint and several liability in situations where two or more persons are awarded a contract) are explicitly excluded.

Article 3 - Guarantees and Results

1. By concluding the agreement, the Contractor shall be subject to a best-efforts obligation. The parties expressly agree that no specific results are expected.

2. Expectations of what is feasible do not provide any guarantee that such shall also be achieved.
3. Calculations are made and expectations set on the basis of present knowledge and circumstances in the market at that time. It is therefore possible that these expectations and calculations may become inconsistent with one another due to changes in the market.
4. The contractor shall perform the contract to the best of its ability and to the highest standards, but in doing so cannot provide any guarantees with regard to the results to be achieved.
5. Recommendations provided by the Contractor or strategies set out by the Client do not offer any guarantee as to the achievement of any specific results. Results are dependent on implementation and movements in the market.

Article 4 – Liability for damages

1. The Contractor shall not be liable for damages of the Client that arise due to the Client's failure to provide the Contractor with Documents, or to provide the correct or complete Documents, or to deliver such Documents in a timely manner. This includes situations in which the Contractor fails to file the annual accounts with the Chamber of Commerce within the statutory period as a consequence of acts or omissions by (or on behalf of) the Client.
2. The Contractor shall not be liable for direct or indirect damages, including: loss of profits, lost savings, losses due to business interruptions and other consequential or indirect damages resulting from the Contractor's failure to perform, or its failure to do so in a timely or proper manner.
3. To the extent to which the contractor may be liable, such liability shall be restricted to the amount paid out according to the Contractor's liability insurer for the case in question, plus any excess to be borne by the Contractor under the insurance.
4. If for any reason the liability insurer does not proceed with the payment described in paragraph 3 of this article, the Contractor's liability shall be limited to the amount of the fee charged for the performance of the Contract.
5. A connected series of attributable breaches is considered one (1) attributable breach.
6. The limitations of liability included in this article do not apply where and insofar as there exists intent or wilful recklessness on the part of the Contractor or its executive management.
7. The Client is obliged to take measures to mitigate losses. The Contractor is entitled to remedy or limit the damages through the repair or improvement of the Work carried out.
8. The Client indemnifies the Contractor against claims from third parties due to damages caused by the Client's failure to provide the Contractor with any Documents, or with the correct or complete Documents.
9. The Client indemnifies the Contractor against claims from third parties (including Employees of and third parties engaged by the Contractor) that incur damages in connection with the performance of the Contract, which damages are the result of the acts or omissions of the Client or of unsafe situations in its company or organisation.

10. The provisions of paragraphs 1 to 9 of this article apply both to the contractual and the non-contractual liability of the Contractor towards the Client.
11. The Contractor shall not be liable for damages resulting from a transgression of time limits.

Article 5 - Third parties

1. When engaging third parties, the Contractor shall consult with the Client concerned in advance to the greatest possible extent, and shall in any case exercise due care in their selection.
2. The Contractor shall not be liable for any failures on the part of these third parties engaged.

Article 6 - Offer and prices

1. Unless expressly stated otherwise, the prices stated in the Contractor's offers, quotations and invoices are excluding VAT and any other government levies.
2. The prices of goods are based on the then available cost prices. Increases of the same, which could not have been [anticipated] by the Contractor, [....].
3. Should no fixed price have been agreed, the rate relating to the service provision may be set on the basis of actual hours spent. The rate is calculated according to the Contractor's usual hourly rates applying in the period in which it carries out the work, unless a rate different to this has been agreed.

Article 7 – Invoicing and payment

1. Payment by the client must be made within a maximum of 14 days from the moment the Agreement was concluded, to the bank and/or giro account designated by the Contractor, unless payment (or advance payment) was made via credit card, iDEAL or another method permitted by the Contractor.

Article 8 - Notice period

1. Unless expressly stated otherwise, subscriptions offered by the Contractor are taken out for the period of one year. The client may terminate the subscription at the end of this period by giving notice, subject to a one month notice period.
2. Once the initial period has expired, the subscription is automatically extended by a further twelve months. The client may terminate the subscription at the end of this period by giving notice, subject to a one-month notice period.
3. Notice of termination is given in writing or by email. The notice of termination must be sent to the address of the company in question with whom the subscription was taken out.

Article 9 – Termination of the Agreement

1. The Contractor may terminate the agreement, either in whole or in part, in writing, without providing notice of default and without being required to pay any compensation or other payment, if:
 - a. The Client infringes any intellectual property right to the Content and/or Service or to the Conditions of Use;
 - b. A winding-up petition or bankruptcy application is filed in respect of the Client;
 - c. Where the Client is a natural person, the Debt Restructuring (Natural Persons) Act [*Wet schuldsanering natuurlijke personen*] is applied;
2. In the event of termination of the Agreement, all payments owed by the Client to the Contractor are immediately due and payable in full.
3. As a consequence of the termination of the Agreement, the Customer's rights to use the Content and/or Service shall lapse immediately.

Article 10 - Indemnity

The Client indemnifies the Contractor against all third party claims in relation to the goods and/or services provided by the Contractor.

Article 11 - Obligation to complain

1. The Client is held to immediately notify the Contractor in writing of any complaints regarding the Work carried out. The complaint must include as detailed a description as possible of the shortcoming, so that the Contractor is able to respond adequately to it.
2. Under no circumstances may a complaint imply that the Contractor can be held to carry out any work other than that agreed.

Article 12 – Retention of title, right of suspension and lien

1. If the stipulated amounts to be paid in advance are not be paid in a timely manner then the contractor shall be entitled to suspend the work until the stipulated amount has been paid. This shall then be considered a case of creditor's default. In such case, late delivery may not be invoked against the Contractor.
2. The Contractor is not entitled to pledge or in any other way encumber items that fall under its retention of title.
3. In the event of liquidation, insolvency or a suspension of payments on the part of the Client, the Client's liabilities shall be immediately due and payable.

Article 13 - Intellectual property

1. Unless the parties agreed otherwise in writing, the Contractor retains all absolute intellectual property rights (including copyrights, patent rights, trademark rights, designs and models rights, etc.) to all designs, drawings, documents, carriers with data or other information, quotations, images, sketches, scale and other models, etc.

2. The absolute intellectual property rights referred to may not be copied, shown and/or made available to third parties or used in any other way, without the Contractor's written consent.
3. The Client undertakes to observe confidentiality in respect of the confidential information put at its disposal by the Contractor. The term 'confidential information' does, in any case, include that to which this article applies, as well as the company details. The Client undertakes to impose a written duty of confidentiality on its employees and/or third parties involved in the implementation of this agreement in respect of the essence of this provision.

Article 14 – Confidentiality

1. Both parties shall keep the information that they receive from the other party (in any form whatsoever) and all other information concerning the other party of which they know or can reasonably understand that it is secret or confidential, as well as information of which they can understand that disclosure of the same may prejudice the other party, secret and they shall take all measures necessary to ensure that their employees also keep the relevant information secret.
2. The duty of confidentiality referred to in the first paragraph of this article does not apply to information:
 - a. that, at the time such information was received by the receiving party, had already been available in the public domain or that thereafter became available in the public domain without the receiving party breaching its duty of confidentiality;
 - b. of which the receiving party can demonstrate that the said information had already been in their possession at the time it was provided by the other party;
 - c. that the receiving party received from a third party, where this third party was entitled to provide such information to the receiving party;
 - d. disclosed by the receiving party pursuant to a statutory duty.
3. The duty to confidentiality described in this article applies for the term of this agreement and for a period of three years following its termination.

Article 15 - Penalty clause in respect of Confidentiality

1. If the Client violates the article in these general terms and conditions regarding confidentiality then the Client forfeits an immediately claimable penalty for the benefit of the Contractor of € 5,000 for each violation, as well as an amount of € 500 for each day that the said violation continues. This is regardless of whether the violation may be attributed to the Client. Moreover, no prior notice of default or legal proceedings are required for the forfeiture of this penalty. Nor does any form of damages need to have occurred.
2. Forfeiture of the penalty referred to in the first paragraph of this article does not affect the Contractor's other rights, including its right to claim compensation in addition to the penalty.

Article 16 – Force majeure

1. In addition to the provisions of Section 75 of Book 6 of the Dutch Civil Code, a failure



on the part of the Contractor to perform any obligation towards the client may not be attributed to the Contractor in circumstances dependent on the will of the Contractor, as a result of which the performance of the latter's obligations towards the Client are fully or partially delayed or it may not reasonably be expected to perform its obligations. Such circumstances include the imputable failure of suppliers or other third parties to meet their obligations, power failures, computer viruses, industrial action, bad weather conditions and work stoppages.

2. Should the Contractor be unable to meet its obligations towards the Client due to any situation such as those mentioned above, then for as long as the Contractor fails to meet its obligations, such obligations shall be suspended. Should the situation referred to in the previous sentence have continued for 30 calendar days, the parties have the right to fully or partially terminate the agreement in writing.
3. In cases such as that referred to in the second paragraph of this article, the Contractor is not obliged to compensate any loss, even where the Contractor benefits in any way from the situation of force majeure.

Article 17 - Applicability of Dutch law

1. The legal relationship between the Contractor and the Client is governed exclusively by Dutch law. Disputes in relation to or resulting from the legal relationship between the Client and the Contractor shall exclusively be brought to the cognisance of the competent court in the district of Amsterdam.