

Infoplaza Group

General terms and conditions

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

1. Definitions

- Unless explicitly stipulated otherwise the following terms bear the meaning assigned to them for the purposes of these general terms and conditions:
 - Service Provider – **Infoplaza Group BV**, whose registered office is at Sleepboot 5, 3991 CN Houten, The Netherlands and registered with the Chamber of Commerce under no. 77475364. Its trading address is Sleepboot 5, 3991 CN Houten, The Netherlands.
 - All companies belonging to **Infoplaza Group** are also subject to these terms and conditions. These are:
 - Infoplaza BV, registered with the Chamber of Commerce under number 82601968
 - Infoplaza Network BV, registered with the Chamber of Commerce under number 09123864
 - Infoplaza Business BV, registered with the Chamber of Commerce under number 30248551
 - Infoplaza Marine Weather BV, registered with the Chamber of Commerce under number 39060160
 - Infoplaza Mobility BV, registered with the Chamber of Commerce under number 34383812
 - Contract / Agreement / Delivery / Service – *the work which the service provider is requested to carry out as stipulated in consultation between the service provider and a client, and the conditions subject to which this is to occur.*
 - Client – *the service provider's contracting party;*

2. General

- These general terms and conditions shall govern all offers, quotations, work, contracts and agreements issued or performed by, or concluded with the service provider, as well as any action (or legal act) performed for such purpose. A client's general terms and conditions shall only apply in the event that the service provider consents to them in writing. Any contractual terms proposed by the Client to govern contractual relations between service provider and the Client (whether appearing in a Purchase Order or otherwise) are expressly excluded and the Client is deemed to have accepted these Conditions in submitting a Purchase Order to Service Provider.
- These terms and conditions shall also govern any contract with the service provider for which another party needs to be engaged for the purposes of executing them.
- In the event that one (1) or more provisions of these general terms and conditions are null and void or are nullified, their remaining provisions shall continue to apply in full. In this case the service provider and the relevant client shall enter into consultation with each other to agree on new provisions to replace those which are null and void or are nullified, in respect of which the purpose and purport of the original provisions shall be taken into consideration as far as possible, provided that it is possible to do so.

3. Quotations

- Any quotation issued by the service provider shall be based on information supplied by the client. A client shall warrant that they will supply all of the information that is essential – to the best of their knowledge – for the purposes of initiating, executing and completing the relevant contract. The service providers offer is made on the assumption that the Work is reasonably capable of being carried out given the resources available to the service provider. If upon inspection, or initiation of the work this is found not to be the case, the service provider will advise the Client as soon as reasonably practicable and thereupon shall be freed from carrying out its obligations hereunder. No liability shall attach to the service provider for any loss occasioned by the Work not being carried out in such circumstances.
- Any quotation issued by the service provider shall be free of obligation. A quotation shall be valid for thirty (30) calendar days, unless otherwise stipulated. Unless otherwise stipulated, the service provider shall only be bound by a quotation, provided that the other party confirms their consent to it in writing within thirty (30) calendar days.
- Any fee mentioned in a quotation are net receivable amount and are exclusive of VAT, other local taxes and bank charges.
- In the event that a notice of acceptance differs from the offer mentioned in the relevant quotation (whether or not in relation to any subordinate points), the service provider shall not be bound by it. In such a case no contract shall be concluded in accordance with such a different notice of acceptance, unless the service provider stipulates otherwise.

- A compound quotation shall not render it mandatory for the service provider to execute part of the relevant contract in return for a proportion of the stipulated fee.
- A quotation shall not automatically apply in relation to any future contract

4. Execution of a contract and the engagement of any other party for this purpose

- The service provider will perform the work in the context of the assignment to the best of its knowledge, expertise and ability.
- Insofar as required for proper execution of the assignment, the service provider has the right to have (parts of) the work performed by third parties. The Contractor will do this in consultation with the Client.
- The service provider accepts no liability for the work performed by third parties insofar as they have entered into an agreement with the client themselves.

5. Terms of contract and lead time

- A contract between the service provider and a client shall be concluded for an indefinite term, unless otherwise follows from the nature of their contract or the parties explicitly agree otherwise in writing.
- Where a deadline is agreed to for the service provider to complete specific work within the term of a contract, under no circumstances shall that be a material deadline. As such, the client concerned shall be required to notify the service provider that the latter is in default in the event that the relevant lead time is not met.

6. Fees

- Unless the parties agree otherwise, any fee stipulated in the relevant quotation shall apply for the purposes of the award of the contract in question.
- Any amounts shall be net receivable amount and that exclusive of VAT, other local taxes and bank charges.
- On 1 in January of any calendar year, the service provider shall be entitled to raise a fee stipulated in a quotation without prior written notice by no more than the inflation rate cited by Statistics Netherlands (CBS) in respect of the previous year.
- In the event that prices rise for any reason other than inflation, the service provider shall be entitled to raise its fees.
- The service provider shall notify a client of its intention to raise its fees in accordance with Clause (4) in writing. In this respect the service provider shall mention the extent of the increase and the date on which it is to come into effect.
- In the event that a client does not wish to consent to such a fee increase of which they have been notified by the service provider, that client shall be entitled to cancel the relevant contract in writing within two (2) weeks following the aforementioned notification should such increase amount to more than 10% per annum, or to cancel that contract on the date mentioned by the service provider as that on which the fee adjustment is to come into effect. A client shall not be entitled to do so in the event that the service provider's power to raise its fees follows from powers conferred pursuant to applicable law.

7. Terms of payment

- Payment must be effected within thirty (30) days after the relevant invoice date, unless the service provider and the relevant client agree otherwise. The service provider shall also be entitled to require payment in advance. In the event that a client has objections to the amount stipulated in an invoice, they shall not be entitled to suspend their financial obligations.
- After the due date the relevant client shall be in default and the service provider shall be entitled to charge any legally stipulated interest. Interest on an amount payable shall be calculated as of the time when a client is in default until such time as the full amount is paid, in respect of which part of a month shall be treated as an entire month.
- In the event that a payment is in arrears by more than one (1) month, the service provider may suspend execution of the relevant contract until payment is affected.
- In the event that a client's business is liquidated, is declared insolvent or is granted a moratorium on payments, all of the amounts receivable by the service provider from that client shall fall due with immediate effect. In such

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a case the service provider shall be entitled to halt any work carried out for the relevant client without being liable for any loss or expenses.

5. The service provider shall be entitled to use any payments made by a client to reduce expenses in the first case, then any interest that is due and finally the principal sum and any current interest. The service provider may decline an offer of payment without being in default as a result in the event that the relevant client designates a different order of assignment. The service provider may decline the full redemption of the principal sum in the event that any interest due and current as well as any expenses are not also paid.
6. In the event that a client fails to comply with their financial obligations, they shall be liable for any costs incurred for debt collection purposes, both judicial and extrajudicial (such as all of the fees charged by a lawyer, attorney or court bailiff and any court fees).

8. Inspections, claims and complaints

1. A client shall be required to report any complaint in writing to the service provider concerning any goods supplied or work performed by the latter within two (2) weeks after the relevant invoice date but by no later than within three (3) weeks after the work concerned has been completed. The relevant notice of default must contain as detailed a description of the non-compliance as possible, so as to enable the service provider to respond to it appropriately. Where references or a comparison to other data sets are made it is required that these datasets and documentation describing these data are to be made available to the services provider.
2. Where there are grounds for a complaint, the service provider shall perform the relevant work again as agreed, unless the client concerned can already show that it would be meaningless to do so. The relevant client shall give notice of this in writing.
3. In the event that it is no longer possible or meaningful to carry out the agreed work, the service provider shall only be liable within the confines of Article 12.

9. Suspension and Cancellation

1. Unless otherwise stipulated in an individual agreement, either party may cancel an agreement unilaterally at any time. Such cancellation must be confirmed in writing citing reasons for it.
2. The service provider shall be entitled to suspend or cancel compliance with its obligations, the relevant contract or any agreement serving as the basis for same, with immediate effect when:
 - a. The client fails to comply with their obligations pursuant to the agreement and have been afforded a reasonable period of time within which to remedy that;
 - b. Service provider is informed that the client is in default or other information becomes available to the service provider that constitute good grounds for the service provider to fear that the client will fail to comply with their obligations.
 - c. Circumstances occur which are of such a nature that compliance with the agreement becomes impossible, unlawful, can no longer be demanded in accordance with principles of equity and fairness or in the event that any other circumstances occur which are of such a nature that the service provider cannot reasonably be expected to allow the agreement to remain in effect in the absence of any amendment.
3. Should the service provider suspend compliance with its obligations, it shall retain any entitlements pursuant to the law and the relevant contract.
4. In the event that a client cancels, the service provider shall be entitled to seek compensation. This value of this compensation shall be the lower of:
 - a. 50% Of the value that was initially committed to by the client.
 - b. Six (6) times the average value of the monthly invoices issued during the previous six month period.

Furthermore, any amount receivable by the service provider from the client on the basis of the above shall fall due immediately.

5. In the event that a client cancels, the service provider may, for as far as this is reasonably practicable, be requested to transfer the work performed until the cancellation date to the client or another party. When the service provider is requested by the client to pass on (pieces of) work to other parties then the service provider does not have to warrant that said work is accurate, complete or functional. In the event that the transfer or support of work entails that the service provider needs to incur additional expenses, these may be charged to the client who agrees to pay said expenses.

10. API, Web, App and platform based services

1. Service Provider shall see to the availability of the Internet Services to which a client is a paying subscriber or is otherwise entitled to have access to and shall use reasonable endeavours to offer optimum availability.
2. Service Provider is entitled to temporarily interrupt and/or restrict the availability of the Internet Services to which a client is subscribed or is entitled to have access to in so far as this is necessary for essential maintenance work on the Internet service or the security computer infrastructure.
3. Services involving paid web based services by default cover a period of one year (unless specified differently in an agreement) and are by default tacitly renewed for a period of one additional year except if one of the parties terminates or requests an amendment in the agreement in writing at least one month before the end of the duration of the agreement.
4. Information retrieved from an automated web based service is provided as is and the service provider accepts no liability for the use of the results or the use of the retrieved information.

11. Liability

1. The service provider is not liable for damage, of whatever nature, because the service provider relied on incorrect and/or incomplete information provided by the client, unless the service provider should have been aware of this inaccuracy or incompleteness.
2. Every order accepted by the contractor is subject to a best efforts obligation. The service provider can never be held liable for results not achieved. The client acknowledges that the weather and traffic are matters that can never be predicted with 100% certainty. The service provider is therefore never liable for damage or costs incurred by the Client and/or third parties as a result of:
 - a. providing the client with incorrect and/or incomplete data and/or incorrect application and/or incorrect use of the data provided by the client and/or by third parties;
 - b. (the execution of) the research assignment and/or the incorrect application and/or the incorrect use of the results of the research assignment by the client and/or by third parties.
 - c. Failure or only partial fulfilment of estimates or forecasts provided.
 - d. Acting or not acting by the client and/or by third parties on the basis of an estimate or forecast provided by the service provider.
3. The service provider is solely liable for damage resulting directly from foreseeable and avoidable shortcomings in the performance of the assignment by the service provider that can be attributed to it and that are directly related to the (performance of) an assignment.
4. If the service provider is liable for any damage, that liability is at all times limited to direct damage only (as referred to in Article 11.8.) and to a maximum of the amount paid out or reimbursed by the service provider's insurer where appropriate.
5. If and insofar as the insurer of the contractor for whatever reason should not make payment or compensation as referred to in the preceding paragraph, any obligation of the service provider to pay compensation, for whatever reason, is limited to a maximum of the amount invoiced for the relevant order (excluding VAT). In the case of an order with a duration longer than six months, the liability is limited to the amount invoiced for the relevant order (excluding VAT) over the last six months.
6. If and insofar as for whatever reason the service provider's insurer does not pay out or reimburse as referred to in Article 11.4. or the limitation of liability as referred to in the previous articles is contrary to mandatory law or is not honored by the court, and this would lead to liability of the service provider, then the liability, or at least the obligation to pay compensation, of the contractor is limited up to a maximum of € 25,000.00 (twenty-five thousand euros).
7. The liability limitations referred to in the previous paragraphs shall lapse if and insofar as the damage is the result of intent or willful recklessness on the part of the service provider and/or of parties engaged by the service provider in the performance of the assignment, to be proven by the client unless it follows otherwise from the legally required burden of proof.
8. Direct damage as referred to in these general terms and conditions is exclusively understood to mean:
 - a. Material damage to the property of the client, insofar as these have arisen as a direct result of the damage-causing fact that leads to a violation of the agreement;
 - b. Reasonable costs that the client must incur to have the performance of the service provider comply with the agreement. However, this replacement damage will not be compensated if the agreement is dissolved by or at the request of the client;
 - c. Reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these general terms and conditions;
 - d. Reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to limitation of the direct damage within the meaning of these general terms and conditions.

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- The service provider cannot under any circumstances be held liable for or be obliged to compensate any indirect and/or incidental damage, unless the applicable mandatory law does not allow this exclusion, or at least a complete exclusion, of (part of) this damage. In these general terms and conditions, indirect and/or incidental damage includes (but is not limited to): consequential damage, loss of turnover and/or profit, missed savings, investments made, damage due to business interruption or standstill and/or costs incurred to prevent, determine or limitation of indirect and/or incidental damage and/or the liability therefor and costs incurred in obtaining settlement out of court of the indirect/incidental damage. Should the service provider nevertheless be liable for indirect damage, the provisions of article 11.1 shall apply, up to and including 11.7, whereby the aforementioned limitations apply to the sum of the direct and indirect damage.
- Any claim for compensation against the service provider will lapse if this has not been made known in writing by the client within three months after the fact that gave rise to this claim took place.
- The client must make every effort to limit the damage. The service provider is under no circumstances obliged to compensate damage that could reasonably have been prevented.

12. Disclaimers

- The client indemnifies the service provider against claims from third parties with regard to intellectual property rights on materials or data provided by the client, which are used in the execution of the assignment.
- If the client provides the service provider with information carriers, electronic files or software, etc., the latter guarantees that the information carriers, electronic files or software are free of viruses and defects.

13. Force Majeure

- The parties are not obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault, and is not for their account under the law, a legal act or generally accepted standards.
- Force majeure in these general terms and conditions is understood to mean, in addition to what is understood in this regard in law and jurisprudence, all external causes, foreseen or unforeseen, over which the contractor has no influence, but as a result of which the service provider is unable to fulfil its obligations come. Strikes at the contractor's company, including illness and/or incapacity for work.
- The service provider also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after the service provider should have fulfilled its obligations.
- During the period that the force majeure continues, the parties may suspend the obligations arising from the assignment. If this period lasts longer than three months, each of the parties is entitled to dissolve the assignment, without any obligation to compensate the other party for damage.
- Insofar as the service provider has partially fulfilled or will be able to fulfil its obligations under the contract at the time of the occurrence of force majeure, and the part fulfilled or to be fulfilled has independent value, the service provider is entitled separately declare the value of the part of the service that is fulfilled. The client is obliged to pay this invoice as if it were a separate assignment.

14. Non-disclosure

- Both parties are obliged to maintain confidentiality with regard to all confidential information that they have obtained from each other or from another source in the context of their assignment. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.
- If, on the basis of a statutory provision or a court decision, the service provider is obliged to also provide confidential information to third parties designated by the law or the competent court, and the service provider cannot invoke a legal or competent recognized or permitted right of non-disclosure, then the service provider is not obliged to pay compensation or indemnification and the other party is not entitled to dissolve the assignment on the basis of any damage that has arisen as a result.

15. Data protection

- Unless (i) the Services Provider is required under any provision in the applicable national or international legislation and regulations, including professional rules and regulations, to disclose information, or (ii) the services provider or persons affiliated with or working for the services provider act in any disciplinary, civil, administrative or criminal proceedings in which this

information may be of importance, the services provider and the person(s) assigned by the services provider shall neither disclose confidential information and personal data nor provide such information to third parties, other than those referred to in this article 15. When undertaking its work, the services provider will act in accordance with the General Data Protection Regulation (GDPR). The services provider will only process personal data in the scope of the execution of the agreement, plus those purposes that reasonably coincide with this or that have been determined with consent from the party involved.

- In case the client provides special or sensitive personal data to the services provider, the client must notify the services provider of this in advance and both parties will then consult with each other to assess whether additional measures are required in this regard.
- The client agrees to the services provider using and sharing any data provided, within the scope of the agreements in place, to:
 - enable a services provision commissioned by you to us,
 - comply with statutory obligations to which we are subject,
 - enable risk management and quality review requirements, and
 - support internal business purposes, that we shall process and retain confidential information and personal data concerning you and/or persons (formerly) working for, or affiliated with, you, your clients or third parties.
- The services provider will be entitled to share any information provided by the client, on an as required basis with:
 - parties involved in the execution of the agreement;
 - our subcontractors and IT service providers;
 - our insurers, or legal or financial advisers.
- Except where any national or international legislation or regulations, including professional rules and regulations, require you to disclose information, or except where we have given our prior written consent, you shall not disclose, or provide to third parties, any information concerning the agreement, the content of reports, opinions or any other written or oral statements issued by the Services Provider.
- We reserve the right to mention your contact details and sketch a broad outline of the services provided to potential and existing clients as an illustration of our experience.
- To support our business operation, we have the right to use Cloud services.

16. Intellectual property rights

- Subject to what is stipulated elsewhere in these general terms and conditions, the service provider shall retain any rights and entitlements assigned to it pursuant to intellectual property law (which is deemed to include the law governing copyright and designs). The service provider is and shall remain the owner of any intellectual property rights to documents and information (in the broadest sense of the terms) which it supplies.
- Any intellectual property rights to models (for calculation and otherwise), methodologies and tools which the service provider develops and/or uses for the purposes of executing a contract are and shall remain the service provider's property. A client shall not be permitted to disclose, replicate and/or use in some other way any such item without the service provider's prior written consent.
- A client may only use and replicate for the purposes of using any information provided within either their own organisation or in the case of a study for a third party for the benefit of a specific single end-client any documents or information (such as reports, recommendations, contracts, data, designs, sketches, drawings, software and so forth) supplied by the service provider to the client. A client may not disclose, replicate or bring to the knowledge of any other third party such documents and information in any other way (in electronic form or otherwise) without the service provider's prior written consent.
- A client shall not be permitted to delete or render illegible any designation of intellectual property rights held by the service provider to any documents and information which it supplies.
- The service provider reserves the right to use any knowledge it has acquired for the purposes of carrying out the relevant work for any other purpose in so far as no confidential information will be disclosed to any other party by doing so. The service provider is and shall remain entitled to use all or part of any data and/or outcomes which it has provided for itself, and/or for and/or by any other party (or to arrange for this to be done).
- Without first obtaining the Services Provider explicit and written permission the Client is not permitted to:
 - publish or in some other way divulge the results obtained from service provider or its (web based) services, which includes making the results available for inspection to third parties other than directly interested parties or one specific single end-client;
 - use the results obtained from service provider or its (web based) services to submit a claim or to start legal proceedings;

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- c. use the results obtained from service provider or its (web based) services for advertising purposes or similar applications, or
- d. sell-on or pass on the unaltered results obtained from service provider or its (web based) services or to directly convert these into cash in some other way (as an intermediate).

17. Miscellaneous

1. Throughout the term of the relevant contract and for two (2) years following its termination, a client shall not be permitted to offer paid work (pursuant to employment or otherwise) to any professional who has been involved in its execution in any way on behalf of or for the service provider. A contravention of this rule shall be punishable with a penalty of €100,000.00 (one hundred thousand euros).
2. These general terms and conditions shall be available in both Dutch and English. In the event of any difference in interpretation between these versions the Dutch version shall at all times prevail and be binding on the parties.
3. Any addition to the work carried out by the service provider for or at the request of the Client in relation to a Contract, although not specifically identified herein, shall nonetheless be covered by the Contract unless such item or services is specifically covered by a separate written agreement executed by the Client and an authorized representative of the Service Provider.
4. If any provision of the Contract is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of this Contract and the remainder of the provision in question shall not be affected.

18. Disputes and governing law

1. Any dispute which may arise pursuant to an agreement or its execution shall only be brought before the District Court of Central Netherlands, which has its seat in Utrecht
2. Every contract between the service provider and a client shall be governed by and construed in accordance with the law of the Netherlands, also where a client resides or has their registered office abroad.

19. Amendments

The service provider shall be entitled to modify or amend these general terms and conditions unilaterally by means of a written notice to this effect (which is deemed to include by email). Such an amendment shall come into effect at the time of commencement that is announced. Where no time of commencement is announced, an amendment shall come into effect in relation to a client, as soon as the latter is notified of it. In the event that a client is unable to consent to such amended general terms and conditions, they shall be required to give notice of this within five (5) calendar days after such notification.