GENERAL TERMS AND CONDITIONS OF OWOW A-1 B.V. AND OWOW A-2 B.V.

A.   GENERAL PART

1.   Definitions
1.1.   In these general terms and conditions the following terms have the stated meaning:
   a)   General Terms and Conditions: these general terms and conditions.
   b)   Contracted Party: OWOW A-1 B.V. (Chamber of Commerce number 62932969) and OWOW A-2 B.V. (Chamber of Commerce number 85117145), with its registered office and principal place of business in Eindhoven as well as its legal successors by universal or particular title, and the natural persons or legal entities affiliated or to be affiliated with it.
   c)   Client: any natural person or legal entity who commissions the Contracted Party to deliver goods and/or perform work, which is accepted by the Contracted Party.
   d)   Parties: the Contracted Party and the Client jointly.
   e)   Agreement: the agreement between the Client and the Contracted Party.
   f)   Services: services to be provided and/or work to be performed by or on behalf of the Contracted Party under the Agreement, including the design and development of software (web & mobile apps) ('Software').Goods: the goods to be supplied by or on behalf of the Contracted Party under the Agreement.
1.2.   If, in addition to the general part (A), (several) parts of the special part (B) apply to the Agreement, the provisions of the special part prevail in the event of any conflict.

2.   Applicability
2.1.   The General Terms and Conditions apply to all Agreements, including the phase prior to the formation of the Agreements (requests, offers and quotations). The applicability of the general purchase conditions or general terms and conditions of the Client is explicitly rejected by the Contracted Party.
2.2.   After they have become part of any Agreement, these General Terms and Conditions will also form part of any Agreements concluded thereafter, even if no reference was made to the General Terms and Conditions upon the formation of those Agreements or if they were not submitted.
2.3.   The Contracted Party is authorised to make changes to these General Terms and Conditions unilaterally, which changes take effect 30 calendar days after the date on which the Contracted Party sent the changed terms and conditions to the Client.
2.4.   If one or more provisions of the Agreement or General Terms and Conditions are invalid, in violation of the law or otherwise unenforceable, such does not affect the validity of the other provisions. In that case, the Parties will negotiate in consultation on a new provision to replace that provision, the starting point being that this new provision approximates the purport of the provision to be replaced as much as possible.

3.   Offers and formation/content of the Agreement
3.1.   All offers of the Contracted Party, including in terms of prices, work and performance, are completely without obligation, indicative and non-binding.
3.2.   An Agreement is formed at the time that a quotation to that effect from the Contracted Party has been accepted either orally or in writing by the Client, or if the Contracted Party has started with the performance of the Agreement. In the latter case, the Contracted Party's invoice also applies as an order confirmation.
3.3.   Additions and/or changes to Agreements, including the cancellation of Agreements, only apply if and in so far as they have been laid down in writing by both Parties.
3.4.   The Contracted Party is authorised to engage third parties in the performance of the Agreement, the costs of which will be charged on to the Client in accordance with the submitted quotation.
3.5.   The Parties rule out the applicability of Sections 6:227b (1) and 6:227c of the Dutch Civil Code.

4.   Prices
4.1.   Unless otherwise agreed in the Agreement, the prices quoted by the Contracted Party are exclusive of VAT and other taxes, levies or duties.
4.2.   The charged prices are based on the known price-determining factors at the time of the Agreement's formation. The Contracted Party is authorised to charge on to the Client any changes in cost price factors concerning the Agreement, such as prices of raw materials, materials, resources, labour costs, energy costs, transport costs, insurance premiums, exchange rates, taxes, levies or other government measures.
4.3.   After notification as referred to in paragraph 2 of this article, the Client has the right to terminate the Agreement if the Contracted Party adjusts the stipulated price within 3 (three) calendar weeks after conclusion of the Agreement. Termination by the Client must take place in writing within 1 (one) calendar week after notification of an adjustment of the price, in the absence of which the Parties are deemed to have reached agreement on the price increase announced by the Contracted Party.

5. Payments

5.1. Invoices must be paid within the term of payment stated on the invoice. If no term of payment is stated, payment must be made within 30 (thirty) calendar days at the latest after the invoice date. If the Parties have agreed on advance payment, this advance payment must take place no later than 7 (seven) calendar days after the formation of the Agreement. All payment terms must be regarded as strict deadlines within the meaning of Section 6:38 (a) of the Dutch Civil Code.

5.2. In the absence of payment in good time, the Client is in default by operation of law from the expiry of the payment term, without any further notice of default being required, and from the date of default until the date of payment in full the Client owes interest on the outstanding amount (including VAT) within the meaning of Section 6:119a and Section 6:120 of the Dutch Civil Code.

5.3. If the Client is in default with respect to the fulfilment of one or more of their obligations, all judicial and extrajudicial costs are payable by the Client, subject to a minimum of 15% of the principal sum.

6. Services

6.1. In performing the Services, the Contracted Party will observe due care, in a manner befitting a good contracted party. Unless the result is sufficiently determinable and has been agreed explicitly in the Agreement, the Services are regarded as obligations to use best endeavours.

6.2. The Contracted Party is entitled to replace the person(s) deployed for the Services with another person or persons with the same or similar qualifications.

6.3. If the Contracted Party performs the Services on the basis of information to be submitted by the Client, this information will be prepared by the Client in accordance with the conditions to be set by the Contracted Party and will be submitted at the Client's risk and expense.

7. Delivery time

7.1. Periods that apply to the Contracted Party are approximate and not strict deadlines.

7.2. An agreed period takes effect after the Agreement has been formed, and once all information necessary for the performance of the Agreement is in the Contracted Party's possession.

7.3. The Contracted Party is not liable for exceeding the period for any reason whatsoever. The exceeding of a period does not oblige the Contracted Party to pay any compensation and does not entitle the Client to terminate the Agreement and/or to refuse to take delivery and/or to rely on suspension.

8. Complaints and lodging complaints

8.1. The Client is obliged to inspect the Software and/or Services immediately upon their delivery. Visible defects – also including deviations from the Agreement – must be reported to the Contracted Party in writing within 1 (one) month after delivery, and the report must contain a description of the shortcoming that is as detailed as possible, in the absence of which the Client cannot rely on this defect.

8.2. Other defects must be reported to the Contracted Party in writing within 1 (one) month after they have been established or could reasonably have been established, and the report must contain a description of the shortcoming that is as detailed as possible, in the absence of which the Client cannot rely on this defect.

8.3. Complaints about the Contracted Party's invoices must be expressed to the Contracted Party in writing within 5 (five) working days after the invoice date, in the absence of which the invoice is considered to have been approved by the Client.

9. Risk and security

9.1. All Goods remain the Contracted Party's property until the time of payment in full of all that the Client owes the Contracted Party. The ownership does not pass to the Client until after the Contracted Party has confirmed this in writing, if necessary at the Client's request.

9.2. During the period that the ownership of the Goods still rests with the Contracted Party, the Client is obliged to retain the Goods in such a manner that it is completely clear at all times that the Goods belong to the Contracted Party.

9.3. In the cases in which the Agreement ends (early), including the termination, nullification or invalidity of the Agreement, the Contracted Party has the right to cancel any Goods still to be delivered, or to suspend delivery, and to claim back the ownership of any Goods already delivered if the Client still has any payment obligation or other obligation towards the Contracted Party, such without prejudice to the Contracted Party's right to claim additional compensation of loss.

9.4. In case of (early) termination of the Agreement, any claim of the Contracted Party against the Client is immediately due and payable, without any notice of default.

9.5. By means of the formation of the Agreement, the Client grants the Contracted Party irrevocable power of attorney to immediately take back, or have a third party take back, any Goods not (yet) paid and to do anything that is relevant in that regard, regardless of where the Goods are located.

9.6. The Client is not allowed to make any changes to the Goods whose ownership rests with the

Contracted Party. Neither is the Client allowed to transfer these Goods and/or rights under the Agreement and/or to encumber them with any restrictive right or other right. In this context, the Parties intend the effect under property law of Section 3:83 (2) of the Dutch Civil Code.

9.7.   The Client is obliged to create security or additional security on the Contracted Party's demand for the fulfilment of their obligations towards the Contracted Party. The Client grants the Contracted Party irrevocable power of attorney to create this security. If no or insufficient security is created through the actions of the Client, the Contracted Party is authorised to terminate the Agreement. In that case, the Client is liable for all of the Contracted Party's loss.

10.   Termination

10.1.   An Agreement ends by the lapse of the agreed period or the accomplishment of the performance. In case of a continuing performance contract, it can be terminated by the Contracted Party at all times subject to a notice period of 1 (one) month, in which respect notice of termination takes effect from the end of a calendar month.

10.2.   Without prejudice to the statutory options for termination and other rights, the Contracted Party has the right to terminate the Agreement with immediate effect by giving notice or to terminate the Agreement, without being obliged to pay compensation and without the Contracted Party being obliged to send any notice of default:

a) if the Client does not, not in good time or not fully fulfil one or more of their material contractual obligations, or if the Contracted Party must conclude from an announcement made by the Client that they will fail to fulfil their obligations;

b) in case of (a petition for): (i) liquidation, (ii) provisional or definitive suspension of payments, (iii) full or partial winding-up, (iv) debt restructuring or (v) placing under guardianship of the Client or the legal entity or natural person who has acted as guarantor for the obligations of the Client or has provided security;

c) if assets of the Contracted Party are put into administration or if a prejudgment attachment or attachment is levied in respect of those assets;

d) if the Client transfers all or part of their business or the control thereof wholly or partially, suspends their business wholly or partially, or if the business operations are otherwise discontinued;

e) if the Client cannot fulfil their obligations under the Agreement on account of force majeure;

f) if the Client dies.

10.3.   The Parties explicitly exclude the operation of Section 6:271 of the Dutch Civil Code.

11.   Force majeure

11.1.   In addition to the provisions of Section 6:75 of the Dutch Civil Code, force majeure is understood to mean circumstances with respect to persons and/or equipment that the Contracted Party uses or tends to use in the performance of the Agreement, which circumstances are of such a nature that the performance of the Agreement becomes impossible or inconvenient and/or disproportionately expensive to such extent that fulfilment of the Agreement can no longer reasonably be required of the Contracted Party.

11.2.   Force majeure in any event includes, but is not limited to: government measures; work strikes; exclusions; obstructions by third parties; transport difficulties, including delays at national borders; technical complications unforeseen by the Parties; stagnation caused by cold weather-related downtime and other weather influences; fire, explosion and other major failures in the Contracted Party's company that are not at the Contracted Party's risk, and the circumstance that the Contracted Party is not, not in good time or not properly delivered a third-party performance that is relevant in connection with a performance to be delivered by the Contracted Party.

11.3.   The obligations of the Contracted Party are suspended during a situation of force majeure. If the period in which fulfilment of the obligations by the Contracted Party is not possible due to force majeure lasts longer than 1 (one) month, the Contracted Party is authorised to terminate the Agreement, without in such case there being any obligation to compensate any loss.

11.4.   The Client, on the other hand, does not have the right to terminate the Agreement, unless the Client can demonstrate that earlier fulfilment is essential to their business operations. In that case, termination must take place in writing and within 5 (five) days at the latest after expiry of the period of one (1) month.

12.   Guarantee

12.1   The Contracted Party guarantees that the Services that it performs or outsources to third parties and Software developed by it are performed to a high standard.

12.2   The Contracted Party does not guarantee that the Services and Software are accessible at all times and without any interruptions or failures. The Contracted Party is not liable or liable for compensation in any manner whatsoever towards the Client for any damage or loss that arises from or is the result of the permanent or temporary unavailability or (premature) termination of the Services and/or breakdown of the Software. The Contracted Party does not provide any guarantee with respect to the suitability of the

Services and/or Software for a specific purpose.

12.3   The Client acknowledges that the Services and/or Software are not completely free from defects, errors and bugs as well as security problems. The Contracted Party also does not guarantee that the Services and/or Software work properly in conjunction with all types or new versions of web browsers and any other software and/or websites. Neither does the Contracted Party guarantee that the Services and/or Software work properly in conjunction with all types of equipment.

13.   Liability

13.1.   The Contracted Party's liability – of any nature whatsoever – is limited to the amount that is paid out under the insurance taken out by the Contracted Party.

13.2.   If payment is not made under any insurance, liability is limited to 20% of the invoice value of the performance (excluding VAT), which the Contracted Party has failed to fulfil, subject to a maximum of €50,000 and furthermore subject to the proviso that the Contracted Party is not liable for indirect damage or loss such as lost turnover/profit, lost opportunities, immaterial damage and injury to the good name.

13.3.   The Contracted Party's liability for auxiliary persons is excluded. The limitations of and exclusions from liability referred to in this article and the Agreement also apply by way of third-party clause in favour of all natural persons and legal entities whose services the Contracted Party uses in the performance of the Agreement.

13.4.   Any claim in respect of the Contracted Party on the basis of the Agreement expires by the passage of 12 months, unless a summons has been issued before that time. The expiry period starts on the day following the day on which the Client became aware of the damage or loss or could reasonably have become aware of it.

13.5.   Clauses limiting or excluding liability that third parties may invoke against the Contracted Party can also be invoked by the Contracted Party against the Client to the same degree.

14.   Indemnity

The Client indemnifies the Contracted Party, its staff and any third parties engaged by the Contracted Party against all claims from other third parties for payment of any (alleged) damage or loss suffered by those third parties that was caused by the Contracted Party under the Agreement.

15.   Client's obligations

15.1.   The Client is responsible for any structures and working methods prescribed by them or on their behalf, as well as for any orders, directions and instructions given by them or on their behalf.

15.2.   Without prejudice to the Client's liability under the law, the Client is liable for all damage or loss resulting from defects in items, building materials or resources that the Client has made available or has prescribed, as well as for work performed or deliveries made by the Client or by third parties on the Client's instructions.

15.3.   The consequences of compliance with statutory regulations or decisions by a public authority that take effect after the day of the offer are the Client's responsibility.

16.   Intellectual property rights

16.1.   In case of the provision of Services, and subject to the proviso that the Client has fulfilled all obligations under the Agreement towards the Contracted Party, any intellectual property rights created in the context of the Agreement (read: the source code), are transferred by the Contracted Party to the Client, to the extent that they belong to the Contracted Party. Internal or external reusable parts ('packages') developed by the Contracted Party and used and to be used by it, as well as parts that qualify as open source material are exempted from this in the context of the provision of the Services. The Contracted Party explicitly reserves the right to use and reuse these parts - to be designated and qualified by the Contracted Party - in the performance of other agreements with third parties. The Client acknowledges this authority, therefore also acknowledging that the Client does not have any property rights or cannot allege to have any property rights in respect of these parts. To the extent necessary for the use of the Services, the Contracted Party grants a non-exclusive, non-transferable, non-sublicensable limited right under the terms of the Agreement to use these parts or the result of these parts only in and for the benefit of their own company or organisation and only for the intended use as agreed in the Agreement.

16.2.   The Contracted Party indemnifies the Client against damage or loss and costs resulting from a third-party claim that the Software infringes intellectual property rights of those third parties. This indemnity ceases to apply if the Client has adjusted or changed the Software in any way or uses or has used the Software in a manner that does not correspond with the Software's intended use.

17.   Use and licence

17.1.   The Client grants the Contracted Party a non-exclusive, transferable, sublicensable right to use in the performance of the Agreement all content, data, information and details that the Client provides to the Contracted Party. The Client guarantees that they are entitled to grant this licence. The Client indemnifies the Contracted Party against all damage or loss and costs

resulting from (alleged) infringements of intellectual property rights or other rights of third parties as a result of the content, data, information and details provided by the Client.

17.2. The Client is entitled to fit technical facilities to protect the Services (Software) in connection with an agreed limitation of the content or term of the right to use these objects. The Client is not allowed to remove or have such a technical facility removed or to circumvent or have it circumvented.

17.3. The Client is not allowed to remove or change any designation concerning the confidential nature or concerning intellectual property rights from or in the Agreement, Software, programs, hardware, documents and/or other materials.

17.4. Unless otherwise agreed in writing and save in exceptional cases provided by mandatory law, the Client is not entitled to modify the Services or the result of the Services wholly or partially and/or to have third parties perform repair work to such Services without the Contracted Party's prior written consent.

18. Dispute resolution and applicable law

18.1. All disputes that may arise between the Parties as a result of the Agreement or agreements resulting from the Agreement are settled by the competent court in the district of Oost-Brabant.

18.2. The Agreement and the General Terms and Conditions are governed exclusively by Dutch law. The Vienna Sales Convention 1980 does not apply.

B. SPECIAL PART - SOFTWARE

19. Development

19.1. The Contracted Party will develop the Software with due care according to the requirements and specifications as agreed in the Agreement (hereinafter referred to as: 'Specifications'). The development work is always carried out by the Contracted Party on the basis of an obligation to use best endeavours.

19.2. The Client understands and acknowledges that the Specifications have been prepared on the basis of the information provided by the Client. The Client guarantees that they have provided all essential information for preparing the Specifications and the assignment to the best of their knowledge. The Contracted Party is not liable for any damage or loss that is the result of or that has arisen from the absence of any information necessary and/or required for preparing the Specifications.

19.3. When performing the development work, the Contracted Party is not obliged to follow the instructions given by the Client. To the extent that the Contracted Party does follow those instructions, it is entitled to charge a fee for this in accordance with its hourly rate applicable at the time. The Client understands that implementing instructions may have consequences for the final result and the project's turnaround time.

20. Maintenance

The Contracted Party is only obliged to perform maintenance to the Software to the extent that such has been agreed on in a separate Service Level Agreement (hereinafter referred to as 'SLA'). The Contracted Party may - but is never obliged to do so - correct errors in the Software at the Client's request. The Contracted Party may charge the costs for the repair work to the Client at the hourly rates applicable at the time.

21. Delivery and installation

21.1. The Contracted Party will deliver the Software to the Client in the agreed manner. Dates and times for completion or partial completion are indicative only and may never be regarded as strict deadlines.

21.2. The Contracted Party will install the Software at the Client only if such has been agreed between the Parties in the assignment. The Client will cooperate fully in the installation, including granting the Contracted Party access to locations and equipment at all times when so requested.

21.3. The Client is responsible for the purchase and/or proper functioning of the infrastructure and proper telecom facilities (including Internet connection) that are necessary for the performance of the Agreement and the use of the Software. The Contracted Party is never responsible or liable for costs arising from the use of telecommunications charged via the telecom provider.

21.4. The Contracted Party is only obliged to provide the Client with a physical carrier with the Software or source code of the Software if this has been agreed between the Parties.

22. Acceptance

22.1. After delivery and installation, if applicable, within the meaning of Article 21, the Client will test the Software for errors within 1 (one) week. An error is understood to mean the substantial and reproducible failure to meet the Specifications. During this testing period, the Client is not allowed to use the Software for productive or operational purposes.

22.2. The Client will carry out the test referred to above in respect of the Software with sufficiently qualified personnel and with sufficient scope and depth.

22.3. At the end of the above period, the Client will state to the Contracted Party in writing whether the

Client accepts the Software. The Software is also considered to have been accepted if the Client starts using the Software after the above testing period has ended.

22.4. Acceptance of the Software may not be withheld on grounds not connected with the Specifications, which are merely subjective and/or cosmetic in nature. In addition, acceptance may not be withheld on account of the existence of minor errors that reasonably do not prevent the use of the Software.

22.5. To the extent that acceptance does not take place, the Client will inform the Contracted Party in writing about any established errors in a clear-cut, understandable, complete and sufficiently concrete manner within one week after the end of the testing period.

22.6. The Contracted Party will make every effort to remedy the stated errors (including minor errors) within a reasonable period, in which respect the Contracted Party is entitled to implement temporary solutions, workarounds or problem-avoiding restrictions in the Software.

22.7. A result of acceptance of the Software is that the Contracted Party has been discharged for the fulfilment of its obligations regarding the development and installation – to the extent applicable – of the Software, without prejudice to the Client's rights agreed on where appropriate with respect to maintenance, within the meaning of Article 20.