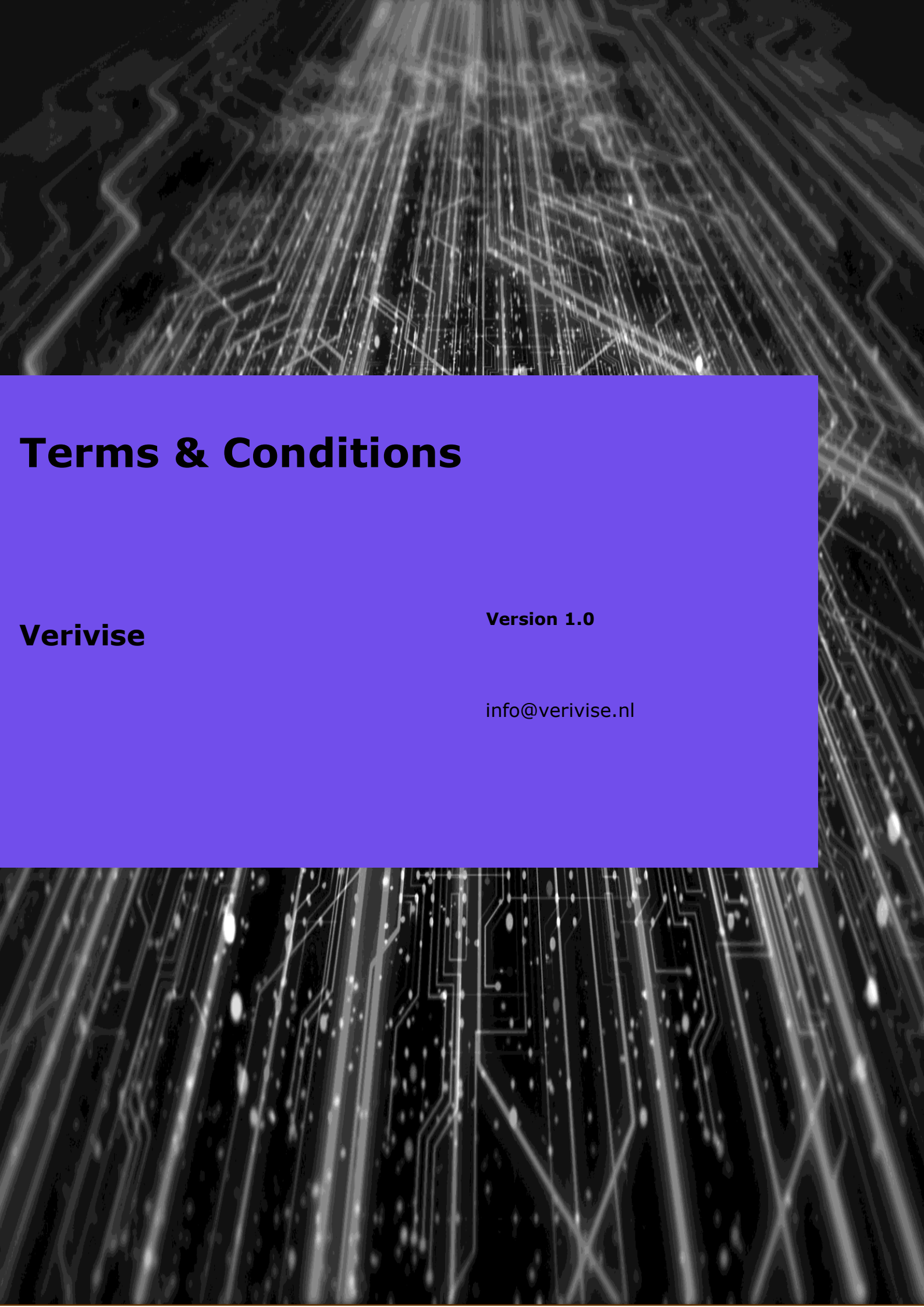


Terms & Conditions

Verivise

Version 1.0

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Verivise

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1 Definitions

Offer	Any offer or quotation from Verivise to enter into an Agreement.
Trade Secrets	All information that is wholly or partly not known outside the Parties, or is not generally known or readily accessible outside the Parties to persons within circles that normally deal with such information.
Services	All additional services and/or technical activities, of any nature whatsoever, performed by Verivise under the Agreement, including the provision of consultancy services.
Continuing Agreement	An Agreement from which a continuing obligation arises, or an obligation to provide Services periodically for a certain period or whenever a Party indicates its wish to do so.
IP Rights	All intellectual property rights and related rights, such as copyrights and database rights, as well as rights to Trade Secrets and know-how arising from the results of the Services.
Client	The natural person(s) and/or legal entity/entities to whom Verivise makes an Offer to supply Products, perform Services and/or who enters into an Agreement with Verivise.
Affiliates	Any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.
Agreement	Any agreement between the Parties under which Verivise provides Services to the Client.
Party/Parties	Verivise and the Client.
GDPR	General Data Protection Regulation
DPA	Data Processing Agreement
Personal Data	All information relating to an identified or identifiable natural person.
Controller	The Client.

Processor	Verivise
Verivise	The sole proprietorship Verivise, registered with the Commercial Register of the Chamber of Commerce under number 42072802, being the user of the Terms and Conditions.
Written	By letter, electronic message or bailiff's writ.
Software	All systems, documents and solutions made available to the Client by Verivise.
Confidential Information	All information of a confidential nature held by the Parties, including: • (i) Personal Data; and • (ii) Trade Secrets.
Terms and Conditions	These Terms and Conditions of Verivise.

2 Applicability

2.1 These Terms and Conditions apply to every Offer and Agreement and to all obligations arising from and building upon them.

2.2 If the Terms and Conditions have applied to an Agreement, they shall automatically apply, without this needing to be separately agreed again between the relevant Parties, to every subsequent Agreement, unless the relevant Agreement expressly provides otherwise in Writing between the Parties.

2.3 In the event of nullity or annulment by the Client of one or more provisions of the Terms and Conditions, the remaining provisions of the Terms and Conditions shall continue to apply in full to the Agreement. The Parties shall consult with each other in order to replace a null or annulled provision of the Terms and Conditions with a provision that is valid and/or not voidable and that reflects as closely as possible the purpose and intent of the null or annulled provision.

2.4 To the extent that an Agreement deviates from one or more provisions of the Terms and Conditions, the provisions of the Agreement shall prevail over the Terms and Conditions. In that case, the remaining provisions of the Terms and Conditions shall continue to apply in full to the Agreement.

2.5 If translations of these Terms and Conditions have been issued, the Dutch version shall prevail over the version(s) in any other language.

3 Offer

3.1 An Offer is, unless expressly stated otherwise, non-binding and valid for the period stated in the Offer. If the Offer does not state a period for acceptance, the Offer shall in any event expire fourteen (14) days after the date stated in the Offer.

3.2 An Offer accepted by the Client within the period of validity may be revoked by Verivise during a period of five (5) working days after the date of receipt of the acceptance, without stating reasons, without this resulting in any obligation on the part of Verivise to compensate any damage suffered by the Client as a result thereof.

3.3 If the Client provides information to Verivise for the purpose of issuing an Offer, Verivise may rely on the accuracy of that information and shall base its Offer on it. The Client indemnifies Verivise against any third-party claim relating to the use of information provided by or on behalf of the Client.

3.4 A price list or other overview provided by Verivise to the Client, in which prices are stated in general terms, does not constitute an Offer.

4 Formation of Agreements

4.1 Subject to the other provisions set out in the Terms and Conditions, an Agreement shall only be formed:

a) by acceptance by the Client of an Offer.
b) or by written order confirmation of an order issued by the Client, whether orally or in Writing, other than on the basis of an Offer.
c) or because Verivise actually performs an order from the Client.

4.2 The Agreement supersedes and replaces all previous proposals, correspondence, arrangements or other communications between the Parties that took place prior to entering into the Agreement.

4.3 Amendments and/or additions to the Agreement shall only be valid after their acceptance in Writing by Verivise. Verivise is not obliged to accept amendments and/or additions to an Agreement. Verivise is entitled to charge any costs relating to amendments and/or additions to the Agreement to the Client.

4.4 Commitments made by, and agreements with, subordinates or representatives of Verivise shall bind Verivise towards the Client only if and to the extent that such commitments and/or agreements have been ratified or confirmed by Verivise to the Client in Writing.

5 Prices and Rates

5.1 Prices stated in an Offer or Agreement are expressed in EURO and, unless expressly stated otherwise, are exclusive of turnover tax and/or other government-imposed levies.

5.2 If the Client issues an order to Verivise without a price having been agreed, then, regardless of any previous Offer or previously applied prices, the order shall be performed at the price applicable at the time of performance of the Agreement.

5.3 If four (4) months have passed after the date on which the Agreement was concluded and performance by Verivise has not yet been completed, other than as a result of an attributable failure by Verivise, an increase in one or more price-determining factors, at the reasonable discretion of Verivise, may be passed on to the Client. Payment of the price increase shall take place simultaneously with payment of the principal amount or the final instalment.

5.4 If the price increases desired by Verivise as referred to in Article 5.3 exceeds twenty percent (20%) compared with the original price, the Client is entitled, insofar as the future obligations of Verivise are concerned, to terminate the Agreement during a period of fourteen (14) days after notification of the price change. After expiry of this period, this right of termination shall lapse. Verivise shall under no circumstances be obliged towards the Client to compensate any damage suffered by the Client as a result of a price increase or termination.

6 Payment

6.1 Payment of invoices sent by Verivise to the Client must be made within 14 days after the invoice date, unless otherwise agreed in Writing. Payment must be made into a bank account designated by Verivise.

6.2 If payment of an invoice has not been made in full within the agreed period, the Client shall immediately be in default by operation of law, without any further notice of default being required, and statutory interest for commercial transactions (Article 6:119a of the Dutch Civil Code) shall be due from the day after the due date of the relevant invoice. In addition, all extrajudicial collection costs shall be borne by the Client, which costs are hereby fixed in advance by the Parties at at least fifteen percent (15%) of the outstanding claim, with a minimum of one hundred and fifty (150) EURO, without prejudice to Verivise's right to claim the actual extrajudicial costs if these are higher.

6.3 Payments made by the Client shall be applied successively to settle due costs, interest and subsequently the oldest outstanding invoices, even if the Client states when making the payment that it relates to another invoice.

6.4 All claims of Verivise against the Client shall become immediately due and payable in the following cases:

a) if, after conclusion of the Agreement, circumstances come to the knowledge of Verivise that give it good reason to fear that the Client will not fulfil its obligations, as assessed by Verivise.
b) in the event of an application for bankruptcy or suspension of payment of the Client, or liquidation or bankruptcy of the Client.

6.5 Based on its assessment of the creditworthiness of the Client, Verivise is entitled to require security or full or partial advance payment for the fulfilment of due and non-due payment obligations. If and for as long as the Client fails to provide the required security or full or partial advance payment, Verivise is entitled to suspend its delivery obligation.

6.6 Verivise has the right to perform the Agreement in different phases and to invoice the work thus performed separately to the Client.

6.7 Without prejudice to its other suspension rights, Verivise is entitled to suspend the activities belonging to a subsequent phase until the Client has approved the results of the preceding phase in Writing.

7 Delivery Time

7.1 The delivery or completion time stated by Verivise in the context of an Agreement is always indicative and shall therefore never be regarded as a strict deadline, unless expressly agreed otherwise in Writing between the Parties. Exceeding the agreed delivery or completion time shall under no circumstances give rise to a right to compensation.

7.2 The delivery or completion time stated by Verivise shall commence once

agreement has been reached on all technical and other details, all necessary data and similar information are in the possession of Verivise, and all necessary conditions for performance of the Agreement have been met.

7.3 When determining the delivery or completion time, Verivise assumes that it can perform the assignment under the circumstances as they existed at the time the Agreement was concluded.

7.4 If circumstances arise other than those known to Verivise at the time the Agreement was concluded, Verivise may extend the delivery or completion time by the period required to perform the Agreement under the changed circumstances. If, as a result, the work cannot be fitted into Verivise's planning, it shall be performed or completed as soon as Verivise's planning permits.

7.5 If Verivise suspends its obligations due to a failure by the Client, the delivery or completion time shall be extended by the duration of the suspension. If, as a result, the work cannot be fitted into Verivise's planning, it shall be performed or completed as soon as Verivise's planning permits.

8 Term and Performance of the Agreement

8.1 The Agreement is entered into for the period stated in the Agreement. If no period is stated in the Agreement and the Agreement is a Continuing Agreement, the Agreement is entered into for an indefinite period with a minimum term of one year. If no notice period has been agreed, a notice period of at least one (1) month shall apply, which may first be invoked at the end of the relevant minimum term.

8.2 Early termination of an Agreement entered into for a fixed term is not possible, unless otherwise agreed in writing or confirmed by Verivise.

8.3 Termination must take place in Writing.

8.4 Verivise shall perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good professional practice.

8.5 With regard to services that Verivise obtains from third parties for the purpose of providing its Services to the Client, the Client may never hold Verivise liable for more or differently than applies in the relationship between Verivise and its relevant supplier(s) of that Service.

8.6 The Client shall ensure that all data which Verivise indicates are necessary, or which the Client should reasonably understand are necessary for the performance of the Agreement, are provided to Verivise in a timely manner. If the data required for the performance of the Agreement are not provided to Verivise in time, Verivise shall be entitled to suspend performance of the Agreement and/or to charge the Client the additional costs resulting from the delay at the customary rates. The Client warrants the accuracy of the data it provides. Verivise shall not be liable for damage of any nature whatsoever resulting from Verivise relying, in the performance of the Agreement, on incorrect and/or incomplete data provided by the Client.

8.7 If the Client fails to fulfil its obligations as described in the preceding paragraphs of this article and, as a result, delay occurs in the performance of the work, the work shall be performed as soon as the Client has fulfilled all its obligations and the planning of Verivise or the third parties engaged by it permits. The Client shall be liable for all additional costs and/or damage incurred by Verivise as a result of the delay.

8.8 The Client indemnifies Verivise against any claims by third parties who suffer damage in connection with the performance of the Agreement and where such damage is attributable to the Client.

9 Privacy and Data Processing

9.1 Where and to the extent Verivise processes Personal Data on behalf of the Client as a Processor within the meaning of the GDPR, the Parties shall enter into a separate DPA. In the event of a conflict between the DPA and these Terms and Conditions, the DPA shall prevail with respect to the processing of Personal Data.

9.2 If Verivise considers this relevant for the performance of the Agreement, the Client shall, upon request, immediately inform Verivise in Writing of the manner in which the Client fulfils its obligations under legislation concerning the protection of personal data, including the GDPR.

9.3 The Client indemnifies Verivise against claims from persons whose personal data have been recorded or are processed in the context of a personal data filing system maintained by the Client, or for which the Client is otherwise responsible under the law, unless the Client proves that the facts underlying the claim are attributable solely to Verivise.

9.4 Responsibility for the data processed using the Services provided by Verivise rests exclusively with the Client. The Client warrants to Verivise that the content, use and/or processing of the data is not unlawful and does not infringe any right of a third party. The Client indemnifies Verivise against any legal claim by third parties, on any grounds whatsoever, in connection with such data or the performance of the agreement.

9.5 If Verivise is required under the Agreement to provide a form of information security other than pursuant to the GDPR, that security shall meet the security specifications agreed between the parties in writing. If the Agreement does not include a description of the security, the security shall meet a level that is not unreasonable, taking into account the state of the art, the sensitivity of the data and the costs associated with implementing the security.

10 Acceptance and Warranty

10.1 Without prejudice to the provisions of Article 8.12, the Services shall in any event, after performance by Verivise of its obligations under the Agreement, be subjected by the Client to an acceptance moment within a reasonable period, being no longer than ten (10) working days after delivery or completion. If the Client has not reported in Writing to Verivise within the aforementioned

reasonable period after delivery or completion the defects thus to be identified or identified, the Client's right to rely on them shall lapse. A defect shall in any event include any defect that becomes apparent, or would have become apparent, through an acceptance moment in which any form of normal use of the delivered or completed Services is tested.

10.2 Other defects in delivered or completed Services that were not present at delivery or completion must be reported to Verivise in Writing, with reasons, within five (5) days after discovery or after they could reasonably have been discovered. If such notification is made later, the Client's right to rely on them shall lapse.

10.3 If the Parties do not reach agreement on whether there is a defect, an independent expert shall be engaged. The expert shall be appointed by Verivise in consultation with the Client. Pending the expert's opinion, the costs of the expert shall initially be paid equally by Verivise and the Client. Ultimately, the costs of the expert shall be borne by the party that is largely unsuccessful, unless otherwise agreed.

10.4 Complaints of any nature whatsoever regarding the performance by Verivise of an Agreement shall not suspend the Client's payment obligation and may only be brought to the attention of Verivise in Writing.

11 Limitation Periods

Without prejudice to the provisions of Article 10, legal claims and other rights of the Client, on any grounds whatsoever, against Verivise in connection with provided Services shall lapse, without the possibility of interruption, twelve (12) months after the date on which the Client became aware, or could reasonably have become aware, of the existence of such rights and powers, if no Written claim has been submitted to Verivise before the expiry of that period.

12 Termination

12.1 If the Client fails to fulfil one or more of its obligations under the Agreement, or fulfils them only in part, the Client shall be in default by operation of law and Verivise shall have the right to terminate the Agreement, in whole or in part, unilaterally, without any further notice of default and without judicial intervention, by means of a Written notice to the Client. In addition, Verivise shall be entitled to suspend its obligations under the Agreement, without Verivise being liable for any compensation and without prejudice to any rights accruing to Verivise, including the right to full compensation for damages. All claims that Verivise may have or acquire against the Client in such cases shall become immediately and fully due and payable.

12.2 In the event of bankruptcy, suspension of payment, cessation of operations, liquidation or takeover, or any comparable situation concerning the business of the Client, or if the Client ceases its business, or if a substantial part of the assets of the Client is attached, or if the Client can no longer be deemed able to fulfil its obligations under the Agreement, the Client shall be in default by operation of law and Verivise shall have the right to terminate the Agreement, in

whole or in part, unilaterally, by means of a Written notice, without any further notice of default and without judicial intervention, without Verivise being liable for any compensation and without prejudice to its further rights, including Verivise's right to full compensation for damages.

13 Liability and Insurance

13.1 Verivise expressly excludes the applicability of Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code. This also applies if Services are provided with a view to a particular person.

13.2 Any liability of Verivise is limited to a maximum amount equal to the invoice value, excluding VAT, of the Services provided to the Client.

13.3 Verivise shall only be liable for direct damage. Liability for indirect damage, including consequential damage, loss of profit, lost savings, loss of data and damage due to business interruption, is expressly excluded.

13.4 Any right to compensation shall lapse if the Client has not reported the damage to Verivise in Writing within fourteen (14) days after discovery. In any event, any claim for compensation shall lapse twelve (12) months after the event from which the damage arose occurred.

13.5 Verivise shall not be liable for damage arising from acts or omissions of the Client or third parties in breach of instructions provided by Verivise and/or in breach of the Agreement.

13.6 Verivise shall not be liable for damage resulting directly or indirectly from incorrect, incomplete and/or defective information provided to Verivise by or on behalf of the Client.

13.7 Where and to the extent Verivise liability is covered by insurance, Verivise may at its discretion limit its liability to the amount actually paid out by the insurer.

13.8 If and to the extent that the performance of the Services depends on the operation of third-party services, Verivise shall furthermore never be liable for damage arising directly or indirectly from the failure or continued failure of those third-party services to function, whether or not as a result of the Client and/or Verivise being denied access to those services, other than as a result of an attributable failure by Verivise towards such third party/parties under an agreement concluded with that third party/those third parties.

13.9 The Client indemnifies Verivise against all claims by third parties for damage arising from or in connection with Services provided by Verivise.

13.10 A series of related damage-causing events shall, for the purposes of this article, be regarded as one single event/damage case.

13.11 The limitations and/or exclusions of liability included in this Article 13 shall, notwithstanding the provisions of these Terms and Conditions, also apply for the benefit of the personnel of Verivise, any auxiliary persons and third parties engaged by Verivise in the performance of the Agreement.

13.12 The limitations included in this Article 13 shall not apply if the damage is due to intent or deliberate recklessness on the part of Verivise.

14 Confidentiality

14.1 The Parties are obliged to maintain the confidentiality of all Confidential Information that they have obtained from each other or from another source in the context of their Agreement. Information shall be deemed confidential if this has been communicated by a Party or if this follows from the nature of the information.

14.2 If, pursuant to a statutory provision or a court judgment, Verivise is required to disclose Confidential Information to third parties designated by law or by the competent court, and Verivise cannot invoke a statutory right of non-disclosure or a right of non-disclosure recognised or permitted by the competent court, then Verivise shall not be liable to pay damages or compensation, and the Client shall not be entitled to terminate the Agreement.

14.3 Each Party to the Agreement shall keep all Confidential Information and the content of the Agreement confidential, shall use such information only for the performance of the Agreement, and shall restrict access to such Confidential Information to persons who need to know it for that purpose. The Parties warrant that such persons are bound to confidentiality by an employment agreement and/or a confidentiality agreement.

15 Intellectual Property Rights

15.1 All IP Rights shall vest exclusively in Verivise and/or its licensors, unless otherwise agreed in Writing in the Agreement.

15.2 If the Parties have agreed in Writing in an Agreement that IP Rights will transfer to the Client, this shall not affect the right or ability of Verivise to use and/or exploit, without limitation and for other purposes, the components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and similar items underlying that development, whether for itself or for third parties. Nor shall the transfer of an IP Right affect the right of Verivise to make developments for itself or for a third party that are similar to, or derived from, those made or to be made for the Client.

15.3 The Client is not permitted to remove, make illegible or alter any indication concerning IP Rights in the results of the Services and/or Software.

15.4 Feedback, suggestions and recommendations provided by the Client may be freely used by Verivise without compensation.

15.5 Verivise may use third parties for the provision of the Services. Where the IP Rights also belong to third parties, Verivise may be bound by the license terms of those third parties.

15.6 If it has been irrevocably established in legal proceedings that the results of Services and/or Software supplied by Verivise infringe any intellectual property right belonging to a third party, or if, in the opinion of Verivise, there is a reasonable likelihood that such infringement will occur, Verivise shall, where possible, ensure that the Client can continue to use the results of the Service and/or Software — or something functionally equivalent — without interruption. Any other or further liability or indemnification obligation of Verivise due to infringement of third-party intellectual property rights is fully excluded, unless the infringement results from gross negligence or intentional conduct by Verivise.

16 Rights of Use

16.1 Verivise hereby grants the Client the right to use the results of the Services and/or Software within its own organisation and, in that context, to disclose and/or reproduce them. Client may allow its Affiliates and professional advisers to use the results for Client's internal business purposes.

16.2 Without prejudice to the provisions of the Agreement, this right of use is non-exclusive and non-transferable, and may not be licensed by the Client to any third party.

17 Force Majeure

17.1 Verivise shall not be obliged to fulfil any obligation towards the Client if Verivise is prevented from doing so as a result of a circumstance that is not attributable to its fault and is not for its account by law, legal act or generally accepted principles.

17.2 Force majeure within the meaning of the Terms and Conditions expressly includes illness, temporary or permanent incapacity for work of the owner of Verivise, regardless of whether this circumstance was foreseeable at the time the Agreement was concluded.

17.3 During the period in which the force majeure continues, Verivise may suspend its obligations under the Agreement. If this period lasts longer than thirty (30) days, both Parties shall be entitled to terminate the Agreement, without any obligation to compensate damage suffered by the other Party.

17.4 In the event of the death of the owner of Verivise, the Agreement with the Client shall terminate by operation of law at the time of death. All work performed up to that moment in respect of the Services shall be invoiced to the Client and shall be paid by the Client to the heirs of the owner of Verivise. In this case, Verivise or its legal successors shall not be liable in any form or in any way for damages towards the Client.

18 Governing Law and Competent Court

18.1 All Agreements concluded by Verivise shall be governed exclusively by Dutch law, excluding the applicability of the Vienna Sales Convention.

18.2 All disputes between the Parties shall be resolved exclusively by the District Court of Overijssel, location Zwolle, The Netherlands.