

GENERAL TERMS AND CONDITIONS NOSUCH 2022

General Terms and Conditions of NOSUCHCompany B.V. (CoC: 73515248/NL8595.55.483.B.01), NOSUCHOnsite B.V. (CoC: 73515078/ NL8595.55.409.B.01) and/or NS+R NL B.V (CoC: 852268385/ NL8569.93.645.B.01), NOSUCHMarketing B.V. (CoC: 24419574 & BTWNL818324624B01), NOSUCHHolding B.V. (CoC: 24429725/ NL8189.91.136.B.01), hereinafter jointly and separately referred to as “NOSUCH”, all with their registered office in Rotterdam and principal place of business at Schiehavenkade 214 in (3024 EZ) Rotterdam, the Netherlands.

Artikel 1. Applicability of General Terms and Conditions

- 1.1. These general terms and conditions (“**General Terms and Conditions**”) apply to and form part of all quotations, agreements and services issued, concluded or provided to or with a client (“**Client**”) of the relevant NOSUCH company that qualifies as a user of these General Terms and Conditions, hereinafter referred to as: “**NOSUCH**”.
- 1.2. NOSUCH reserves the right to amend these terms and conditions. Amendments take effect within 14 days after announcement by NOSUCH.

Artikel 2. Definitions and interpretation

- 2.1. Capitalised terms have the meaning given to them in these General Terms and Conditions. A reference to an article in these General Terms and Conditions is indicated as follows: “**Article**”.
- 2.2. In the event of a contrariety between provisions in these General Terms and Conditions, the quotation and/or the agreement, the agreement will prevail over the General Terms and Conditions and the General Terms and Conditions will prevail over the quotation.

Artikel 3. Formation of the agreement

- 3.1. All quotations and offers made by NOSUCH are without obligation, unless stated otherwise. Non-binding quotations and offers from NOSUCH automatically expire after ten (10) days after the quotations and/or offers were issued. NOSUCH is entitled to withdraw these quotations and offers at any time.
- 3.2. Unless expressly agreed otherwise, the agreement between NOSUCH and the Client is formed by the Client's acceptance of the quotation issued by NOSUCH or by the actual performance of the agreement by the Client or by NOSUCH, including in any case the payment of invoices from NOSUCH or by NOSUCH.

Artikel 4. Price and price adjustment

- 4.1. Unless otherwise agreed, all prices are stated in euros, excluding (turnover) tax and excluding other government levies.
- 4.2. NOSUCH is expressly authorised to unilaterally change the price, conditions and content of a quotation or concluded agreement, without a Client being entitled to dissolve or terminate the agreement, if market conditions or cost-increasing circumstances give rise to this, including in any event the situation that the information on which the price is based as supplied by the Client was incorrect or incomplete. In addition, NOSUCH is entitled to increase the prices for its services by three (3) percent each year, unless the percentage of the CPI Index is higher, in which case the increase may equal the percentage according to the CPI Index compared to the previous year, without the Client being entitled to terminate the agreement.
- 4.3. The price is only agreed for the work as it follows from the agreement. If NOSUCH has to perform work that falls outside the agreed scope of work, this work will qualify as additional work and will be invoiced separately at the rates NOSUCH charges as standard for the relevant work.

Artikel 5. Payment

- 5.1. Unless otherwise agreed, payment must be made to NOSUCH's bank account, as stated by NOSUCH on the invoice or made known to the Client in any other way.
- 5.2. Unless otherwise agreed in writing, the work performed will be invoiced monthly in arrears.
- 5.3. Payment must be made without any right to suspension or set-off, within thirty (30) days of the invoice date, unless otherwise agreed. If payment is not made within the payment term, which is a strict deadline, the Client will be in default by operation of law without prior notice of default being required and will owe compound interest of two (2) percent per month from the due date. The Client must also reimburse NOSUCH's extrajudicial and judicial collection and other costs. The extrajudicial collection costs are in principle set at fifteen (15) per cent of the amount owed, with a minimum amount of EUR 250, without prejudice to NOSUCH's right to compensation of the full damage.
- 5.4. If applicable, the invoice states the number of hours worked according to NOSUCH's records and the agreed rate for that work.
- 5.5. NOSUCH's records are at all times decisive for the correctness of the number of hours worked.

Artikel 6. Execution of the agreement

- 6.1. NOSUCH's obligations under the agreement are best-efforts obligations, unless a result obligation has been expressly agreed. NOSUCH will determine the way in which the agreed work must be performed.
- 6.2. NOSUCH will determine which persons within its company will be involved in the execution of the agreement and is also free to engage third parties. If third parties are engaged for the execution of the agreement on behalf of the Client, or after notification thereof to the Client, the Client will fully indemnify NOSUCH and compensate it for damage as a result of errors or shortcomings of whatever nature on the part of those third parties. NOSUCH expressly excludes the applicability of Section 6:76 of the Netherlands Civil Code.
- 6.3. Even if the agreement has been entered into with NOSUCH for the purpose of deploying a specific person, NOSUCH may at all times deploy another person to execute the agreement, provided that this person has at least the same, or at least comparable, qualities as that specific person.
- 6.4. NOSUCH will attempt to adhere to the deadlines for the provision of services stated in the agreement, but in no case will those be strict deadlines.
- 6.5. If NOSUCH is dependent on information from the Client for the execution of the agreement and the Client does not provide this information or does not provide it to NOSUCH in time or if that information is not correct or incomplete, NOSUCH will have the right to immediately suspend execution of the agreement. Any deadlines for the delivery of services by NOSUCH included in the agreement will be automatically adjusted to correspond to the duration of the suspension by NOSUCH. Under no circumstances will NOSUCH be obliged to pay compensation for any damage as a result of such suspension.
- 6.6. The Client is responsible for and guarantees the correctness and completeness of the information supplied to NOSUCH. Any costs involved in providing the necessary information for the execution of the agreement will be borne by the Client. The Client indemnifies NOSUCH against damage caused by the Client providing information to NOSUCH that was incomplete or incorrect.
- 6.7. If the Client prevents execution of the agreement by NOSUCH in any way whatsoever, and NOSUCH has suspended execution of the agreement as a result thereof and that suspension lasts longer than thirty (30) days, NOSUCH will be entitled to terminate the agreement, and the Client must reimburse all costs already incurred by NOSUCH.
- 6.8. In the event that the Client has made items or data available to NOSUCH for the execution of the agreement, it does so entirely at its own risk. NOSUCH is in no way liable for loss, theft and/or damage of or to such items or data, unless there is intent and/or deliberate recklessness on the part of NOSUCH's management.
- 6.9. The persons from whom NOSUCH receives correspondence in the context of the execution of the agreement are assumed to represent the Client and to take binding decisions on behalf of the Client regarding the execution of the agreement. The Client guarantees that those persons are authorised to represent it. In such a case, the Client

cannot invoke the lack of authorisation of those persons, unless NOSUCH has been warned in advance in writing by the Client of the lack of authorisation of those persons.

- 6.10. **NOSUCH is obliged to follow reasonable instructions from the Client for the execution of the agreement.** Compliance with a reasonable instruction from the Client can never lead to default on the part of NOSUCH.
- 6.11. Unless otherwise agreed, work will be performed on the days (Monday to Friday) and times (9:00 am to 5:30 pm) that are normal for NOSUCH's business operations. If the Client requires that work be performed outside those days and/or times, NOSUCH has the right to charge the following surcharge. Hours worked after 5:30 pm will be charged at 150% of the applicable hourly rate. If overtime is required on weekends and public holidays, the hours worked will be charged at 200% of the applicable hourly rate.
- 6.12. Use of reports and/or advice drawn up and/or supplied by NOSUCH during the execution of the agreement is entirely at the expense and risk of the Client. NOSUCH does not guarantee the correctness or completeness of such reports and/or advice and such documents should only be understood in the light of the assignment for which they were drawn up and the information provided by NOSUCH.

Artikel 7. Intellectual property rights

- 7.1. All products delivered by NOSUCH to the Client in the context of the assignment remain the property of NOSUCH until the Client has fulfilled all obligations of whatever nature towards NOSUCH, plus interest and costs and all other claims. If the Client creates or has created a new item from products delivered by NOSUCH that are subject to retention of title, the Client will act on behalf of NOSUCH in that creation and the Client will keep the relevant item for NOSUCH. As long as NOSUCH has a retention of title concerning an item, the Client is not permitted to dispose of the item; this is intended to have effect under property law. The Client only becomes the owner at the moment that the retention of title lapses because all claims have been paid.
- 7.2. NOSUCH will transfer the intellectual property rights to the products manufactured in the context of the agreement to the Client with delivery of the products manufactured by NOSUCH under the agreement under the suspensive condition that all obligations of the Client towards NOSUCH, of whatever nature, have been paid, including interest and costs.
- 7.3. If the Client uses a product manufactured by NOSUCH without fulfilling all its obligations towards NOSUCH, the Client will indemnify NOSUCH against all claims from third parties in connection with that use.
- 7.4. The Client guarantees that the information and matters that may be subject to an intellectual property right and have been made available by the Client to NOSUCH for the execution of the agreement do not infringe the rights of third parties, and that the Client has all necessary and sufficient licences for making the relevant information and matters available to NOSUCH for execution of the agreement. The Client indemnifies NOSUCH against and compensates NOSUCH for any claim by a third party due to an infringement or alleged infringement of its intellectual property rights by NOSUCH in the execution of the agreement.
- 7.5. All products manufactured by NOSUCH can be used by NOSUCH for its own promotional purposes, unless expressly agreed otherwise in writing with the Client.

Artikel 8. Secondment

- 8.1. Without prejudice to the other provisions of these General Terms and Conditions, the following paragraphs apply if the agreement partly or wholly consists of hiring by the Client of one or more employees of NOSUCH, against payment, to perform work under the management and supervision of NOSUCH, hereinafter referred to as: "Secondment".
- 8.2. Unless otherwise agreed, the working hours of a hired employee is forty hours a week. Even if the Client has no or fewer hours of work for the hired employee, the Client remains obliged to pay the agreed rate for the agreed working hours for the duration of the Secondment.

- 8.3. The Client is obliged to conduct itself with regard to the hired employee in the same careful manner as it is obliged to act with regard to its own personnel. The Client is obliged to comply with the relevant legislation and/or regulations that apply to the Secondment and/or the hired employee.
- 8.4. The Client is liable for all damage resulting from the acts or omissions of the hired employee or damage suffered by the hired employee during or in connection with the performance of work in the context of the Secondment. The Client indemnifies NOSUCH against and compensates it if it is called to account by third parties, including the hired employee.
- 8.5. Without NOSUCH's prior written consent, the Client is not permitted to in turn supply a hired employee to a third party (including Affiliated Parties) to perform work for or at the third party.
- 8.6. The rate in the agreement applies to normal working days between 9:00 am and 5:30 pm. The daily rate refers to working days of eight hours, excluding any breaks. Hours worked after 5:30 pm will be charged at 150% of the applicable hourly rate. If overtime is required on weekends and public holidays, the hours worked will be charged at 200% of the applicable hourly rate.

Artikel 9. Liability

- 9.1. NOSUCH can only be held liable for direct damage in the event of an attributable shortcoming in respect of which NOSUCH is in default after written notice of default or in the event of intentional wrongful act by NOSUCH. NOSUCH is in no way liable for indirect or consequential damage, including in any case lost profit, lost savings and reduced goodwill.
- 9.2. NOSUCH's total and cumulative liability will in all cases be limited to an amount equal to the stipulated price or to an amount equal to the invoices issued in the two months prior to the event causing the damage if work is performed under a continuing performance contract. In no event and without prejudice to the foregoing limitation will NOSUCH's total liability for damage of whatever nature exceed the amount paid out by the insurer, unless there is intent and/or deliberate recklessness on the part of NOSUCH's management.
- 9.3. Rights of claim of the Client lapse at the latest within three months after they arise.

Artikel 10. Force majeure

- 10.1. Force majeure on the part of NOSUCH in any case exists if NOSUCH is prevented from fulfilling its obligations under the agreement through the actions of a third party or as a result of war, war risk, civil war, riot, terrorism, conflict, fire, water damage, epidemic or pandemic, official and unofficial strike, factory occupation, lockout, understaffing, attachment, import and export barriers, government measures, defects in or failure in the delivery or supply of energy, defects in or failure of servers, defects in or failure of a defective infrastructure (hardware and software), failure of suppliers to meet their obligations, as well as all other causes that have arisen through no fault or beyond the control of NOSUCH. Force majeure does not constitute a shortcoming on the part of NOSUCH.
- 10.2. NOSUCH is at all times entitled to suspend the execution of the agreement in the event of force majeure. In such a case, NOSUCH will inform the Client within a reasonable period of the suspension of the execution of the agreement due to force majeure.
- 10.3. If the force majeure continues for more than thirty (30) consecutive days, NOSUCH is entitled to terminate the agreement without NOSUCH being obliged to pay compensation. After termination, NOSUCH will send a settlement to the Client in accordance with the provisions of Article 11.5.

Artikel 11. Term and termination of the agreement

- 11.1. Unless otherwise agreed, an agreement entered into for a specific period is always renewed by one month under the same conditions after expiry of that period, unless the Client or NOSUCH indicates one month before the expiry of the relevant period that they do not wish to renew the agreement.

- 11.2. If the agreement has been concluded for an indefinite period and has the character of a continuing performance agreement, this agreement can always be terminated with due observance of a notice period of three months. Under no circumstances will NOSUCH be obliged to compensate the Client for any damage in such a case. In such a case, Article 11.5 will apply accordingly.
- 11.3. NOSUCH has the right to suspend execution of the agreement with immediate effect or to terminate the agreement in whole or in part without prior notice of default being required, such at the discretion of NOSUCH, without the Client being entitled to compensation in the event that one of the following situations occurs:
- (a) the Client fails to fulfil its obligations under the agreement;
 - (b) the Client has applied for a suspension of payments or bankruptcy, or this has been applied for on its behalf, or the Debt Restructuring (Natural Persons) Act applies or the Client offers its creditors a (private) agreement, whether or not under the Court Approval of a Private Composition (Prevention of Insolvency) Act, or in the event of dissolution or liquidation of the Client or in the event that the Client ceases its activities in any other way;
 - (c) information supplied by the Client or the work that the Client requires from NOSUCH is contrary to the law and/or contrary to public decency or contrary to the vision of NOSUCH;
 - (d) as a result of the collaboration with the Client, NOSUCH suffers or threatens to suffer reputational damage in the broadest possible sense.
- 11.4. In the event of a situation as referred to in Article 11.3, all claims of NOSUCH against the Client will become immediately due and payable in full.
- 11.5. There will be no obligations to undo upon termination of the agreement. The parties will only be released from their obligations under the agreement for the future. After termination of the agreement, NOSUCH will be obliged to pay any advances paid for non-delivered work back to the Client, and the Client will be obliged to pay compensation for work already delivered and damage suffered by NOSUCH in accordance with the terminated agreement. NOSUCH will draw up a settlement for this, in which NOSUCH's records are leading for determining the amount of that settlement.
- 11.6. Upon termination of the agreement in any way whatsoever, NOSUCH will return the items delivered by the Client at the request of the Client.
- 11.7. If, upon termination of the agreement, the Client requires the delivery of source files, NOSUCH will be entitled to demand compensation for such delivery equal to the total price that the Client would have to pay to NOSUCH for the elaboration or implementation of the concept supplied by NOSUCH. If delivery of the source files is required in the context of early termination, the Client will be obliged to pay compensation equal to the price that would have to be paid for full execution of the agreement. The manner and format in which the source files are to be made available to the Client will be determined by NOSUCH.

Artikel 12. Complaints

- 12.1. The Client must report incorrect or allegedly incorrect invoices or defects or alleged defects in the fulfilment of the agreement by NOSUCH in writing at the latest within five (5) working days after the invoice date or execution by NOSUCH. If no complaint is made within the aforementioned period, any right of the Client with regard to an alleged defect in the performance will lapse and the invoice will be deemed to be correct.
- 12.2. The Client must immediately report to NOSUCH any visible defects in work delivered by NOSUCH. In the event of a hidden defect, the Client must inform NOSUCH in writing within five working days after the defect has been discovered or should reasonably have been discovered. NOSUCH will then have the right to repair the work within a reasonable period of time – without any right to compensation from the Client. In the absence of a timely notification to that effect, any right of the Client with regard to an alleged defect in the deliverable will lapse and the deliverable will be deemed to be in accordance with the agreement.

- 12.3. The Client's right with regard to an alleged defect in a deliverable will lapse and the deliverable will be deemed to be in accordance with the agreement as soon as it has been tacitly accepted, including through the use of the deliverable.

Artikel 13. Employees

- 13.1. During the execution of an agreement and within one (1) year after the end of the last agreement, the Client and its Affiliated Parties are not permitted to employ NOSUCH Employees or to have them work in any other way, directly or indirectly, for the Client without the prior written consent of NOSUCH. Affiliated Parties are understood to mean the companies over which the Client or the Client's natural person has predominant control (whether or not by having a majority of the voting rights or being a member of the board) as well as any relatives by blood or marriage up to and including to the third degree. With regard to this Article, acts of Affiliated Parties are qualified as acts of the Client itself.
- 13.2. In the event that Article 13.1 is breached, the Client will owe, without notice being required, an immediately due and payable penalty of EUR 50,000 (fifty thousand euros) at once and EUR 5,000 (five thousand euros) per day for each day that the violation continues, without prejudice to NOSUCH's right to claim fulfilment of the obligation referred to in Article 13.1 or full compensation.

Artikel 14. Confidentiality and processing of personal data

- 14.1. If and to the extent necessary, NOSUCH processes personal data for the execution of the agreement and for other purposes for which the Client has given permission. The Client guarantees that the processing of personal data on behalf of the Client is lawful. The Client indemnifies NOSUCH and will compensate NOSUCH in the event of claims from third parties due to unlawful processing of personal data.
- 14.2. All company information that NOSUCH and the Client obtain from each other or all other information of which it must be clear that it is confidential, including in any case the reports and/or advice that the Client obtains from NOSUCH during the execution of the agreement, is confidential. This means that such information from one party may only be used by the other party in the context of execution of the agreement. Under no circumstances is one of the parties allowed to share such information, its formation, as well as the contents of the agreement, with third parties, unless one of the parties is obliged to do so by law, by government order or provisionally enforceable decision. This prohibition also does not apply to NOSUCH if it engages third parties for the execution of the agreement, whereby the engaged third party is bound by the same obligation of confidentiality.

Artikel 15. Other provisions

- 15.1. If one or more of the provisions of these General Terms and Conditions are invalid or declared void, this does not affect the validity of the other provisions. In the event of invalidity or voidness of one of the provisions, NOSUCH and the Client will be obliged to arrive at a legally correct provision that has the same purport as the invalid or voided provision.
- 15.2. If one or more agreements are entered into with NOSUCH for the benefit of several legal or natural persons, each of which qualifies as a Client, these Clients will be jointly and severally liable for the fulfilment of all obligations under that agreement or those agreements.
- 15.3. The Client and NOSUCH are not permitted to transfer obligations under the agreement to third parties without the prior written consent of the other party. However, NOSUCH is at all times allowed to transfer rights and obligations under the agreement to a NOSUCH company.
- 15.4. Amendments to the agreement must in principle be agreed in writing. If an amendment is agreed orally, a written confirmation of the amendment by NOSUCH is sufficient.

Artikel 16. Applicable law and competent court

- 16.1. All agreements concluded between NOSUCH and the Client are exclusively governed by Netherlands law. The applicability of the Vienna Sales Convention is excluded.
- 16.2. All disputes between NOSUCH and the Client will be submitted exclusively to the Court of Rotterdam in the first instance.