GENERAL TERMS OF DELIVERY

1. DEFINITIONS AND SCOPE

1.1 These General Terms of Delivery shall apply to all requests, quotations and agreements, including its appendices (the "**Agreement**") in which VanBerlo B.V., including its affiliates, as meant in article 2:24a of the Dutch Civil Code ("**VanBerlo**") provides services – including product design and digital services - and deliverables (the "**Deliverables**") on behalf of clients ("Client") (together: the "**Services**").

1.2 The applicability of any other terms or provisions referred to by the Client, is expressly excluded and explicitly rejected.

1.3 Deviations from these conditions will only be expressly agreed on in writing. Any purchase order issued by the Client will be for its administrative purposes only and none of its terms and conditions will be of any force or effect against VanBerlo.

1.5 If one or more provisions of these terms and conditions are invalid or void, the remaining provisions of these conditions will remain in full force and effect and VanBerlo and Client will enter into negotiations to agree new provisions to replace the original provisions, in which the purpose and intent of the original provisions are observed to the greatest extent possible.

1.6 All quotations of VanBerlo are made without any commitment, unless expressly indicated otherwise in the offer.

1.7 In the event of any discrepancy between these General Terms of Delivery and the quotation or agreement in which they are declared applicable, the provisions of the quotation or agreement shall prevail.

2 QUOTATIONS AND CONTRACTS

2.1 Quotations provided by VanBerlo shall be valid for the time period specified in the quotation, or, if no period is specified, a period of 30 days after the date of the quotation.

2.2 VanBerlo may revoke a quotation at any time prior to receipt of notice of acceptance of the corresponding quotation by Client.

2.3 The fees and prices stated in a quotation shall be in Euro and, unless otherwise indicated, exclude VAT and other government levies, and exclude costs incurred in the context of the order that cannot be determined in advance, such as - but not limited to - costs for meetings, travel, courier services and reprographics.

2.4 Acceptance of the quotation and / or granting the order occurs in writing by (electronically) signing the quotation or sending a purchase order referring to the respective quotation. The actual start of the performance of the Services as set forth in the quotation by VanBerlo shall constitute acceptance of these conditions by Client.

2.5 VanBerlo shall perform the Services as agreed in the Agreement. Changes to the scope of the Services or the Agreement shall be agreed in writing by the parties. VanBerlo guarantees that it will perform the Services in a good and workmanlike manner. VanBerlo warrants that Deliverables shall conform to their agreed specifications in all material respects for a period of 30 days after acceptance of such Deliverable by Client. As a sole remedy for any non-conformance to their agreed specifications, VanBerlo agrees to correct in reasonableness any such Deliverables not in compliance with the agreed specifications, if brought to its attention in writing within 30 days after acceptance of such Deliverable by Client.

2.6 VanBerlo is entitled to have (any part of) the Services performed by (foreign) companies, alliances or entities associated with VanBerlo or to subcontract (any part of) the Services to third parties.

2.7 All (delivery) times quoted by VanBerlo have been determined on the basis of the data that were known to VanBerlo when submitting the quotation. Unless agreed otherwise in the agreement, all (delivery) times are indicative and not binding. In the event any agreed timing threatens to be exceeded, VanBerlo and Client shall consult with one and other as soon as reasonably possible.

2.8 If VanBerlo is forced to perform additional Services due to an altered or incomplete order or due to wrong or not timely delivery of accurate and correct information and / or materials by Client, then VanBerlo is entitled to charge for this additional Service.

2.9 Client shall timely and free of charge provide VanBerlo with all information and data necessary for the performance of the contract. Client ensures and guarantees the correctness of the information referred to above. Client is also responsible for, and accepts the risk of, possible problems and / or claims arising from the content, accuracy, completeness and consistency
of the information provided by Client.

2.10 If the order is executed in parts or phases, or if VanBerlo uses a development method based on phased implementation, VanBerlo is entitled to suspend the implementation of these components or phases until Client has approved the results of the preceding phase in writing.

2.12 Client has its own duty to investigate with respect to the safety and usability of (Deliverables derived wholly or partially from) the Services of VanBerlo, as well as with respect to their suitability for the purpose for which they are intended.

2.13 VanBerlo has no obligation to investigate possible infringements by her services on IP rights of third parties and is not obliged to investigate possible infringement of IP rights.

2.14 VanBerlo grants Client the opportunity to inspect and approve the Deliverables prior to production, reproduction or disclosure. In the event parties have not agreed upon an acceptance procedure, the Deliverables and other results of the services are deemed accepted upon delivery of the Deliverables and/or Services. If an acceptance procedure has been agreed upon, the acceptance period shall amount to ten (10) days after delivery of the Deliverable. The Deliverables or other results of the Services shall be deemed to have been accepted by Client by making use of the deliverables for operational or productional purposes or no written notice has been received within the acceptance period identifying defects in the Deliverables.

2.15 Complaints must be communicated in writing to VanBerlo as soon as possible, but in any event within 30 days after completion of the agreement, failing which Client shall be deemed to have fully approved and accepted the Deliverables as set forth in the Agreement.

2.16 After completion of the Agreement neither Client nor VanBerlo is obliged to retain materials and information used.

3 PRICE AND PAYMENT

3.1 Client shall pay VanBerlo the charges for the Services as specified in the Agreement.

3.2 Client shall bear the cost of all taxes with respect to the Agreement and the performance of the Services, including but not limited to the value added tax, and to that end shall indemnify VanBerlo against all third party claims in relation to taxes (including but not limited to any fines, interest and costs of (legal) aid due) which Client may be due to pay under this article paragraph. Notwithstanding the foregoing VanBerlo guarantees that it shall pay all relevant social taxes and premiums with respect to its personnel to the authorized governmental bodies such as the Tax Authority and VanBerlo indemnifies Client against claims with respect to such social taxes and premiums.

3.2 VanBerlo is entitled to invoice Services performed per activity, component or phase of the overall Agreement.

3.3. Client shall pay the invoiced amounts within 30 days after the date of the invoice. Statutory interest in accordance with article 6:119a Dutch Civil Code ("*wettelijke handelsrente*") will be due for each month, or part thereof, during which an invoice remains unpaid after this 30 day' period, without further notice of default being required.

3.4 If and to the extent that an Agreement is entered into for a fixed price, only the Services which is part of the Agreement shall be performed. In case of additional Services, in which additional Services is regarded as all activities that have not been assessed and offered by VanBerlo, and are therefore not part of the Agreement, VanBerlo has the right to make a supplementary quotation.

3.5 Claims in response to a received invoice can be made in writing up to 10 days after the invoice date, failing which the right to claim on the concerning invoice is lost.

3.6 VanBerlo has the right to annually, in January, adjust the basic hourly rate charged by VanBerlo and the allowance applied by VanBerlo.

4 INTELLECTUAL AND INDUSTRIAL RIGHTS

4.1 As the creator of the Services and Deliverables, VanBerlo is entitled to (has the sole entitlement to) all intellectual property rights ("**IPR**") in the Deliverables developed for or made available to Client in the context of the Agreement. Only VanBerlo is authorized to establish IPR in this work.

4.2 After completion of the Agreement, VanBerlo assigns the relevant IPR to Client so that Client is free to use the Deliverables without additional agreement with VanBerlo and may take action against third parties who infringe these rights. This transfer does not cover any inventions, know-how or other IPR that VanBerlo has acquired during the product development for Client and which are not distinctive to the aesthetic characteristics of the product. VanBerlo retains these rights and may use them for future work and product development, insofar as such use does not compete with the Deliverables.

4.3 Despite transferring the IPR, VanBerlo reserves the right to use the Services or Deliverables or two- or three-dimensional images thereof for acquisition and advertising purposes, while indicating the name of Client. This applies only to the extent (products or services derived wholly or partially from) the Deliverables have been made available for sale or otherwise has become part of the public domain.

4.4 Transfer of IPR shall be subject to the condition precedent that Client has met all its obligations, including its payment obligation, towards VanBerlo.

4.5 Rights in all intellectual property of VanBerlo existing prior to the Services, used in the Services, developed separately, or licensed to VanBerlo by third parties and used in the Services, and any enhancements or modifications to the same, are the sole and exclusive property of VanBerlo ("VanBerlo IP"). VanBerlo IP is made available to Client on an "AS IS" basis and VanBerlo makes no warranty, express or implied, that the VanBerlo IP is fit for a specific purpose, free of errors, will operate without interruptions, or that any defects therein will be remedied. VanBerlo will, subject to any restrictions applicable to any third party materials embodied in the Deliverables, grant to Client a perpetual, worldwide, nontransferable, non-exclusive, irrevocable (other than for non-payment) right and license to use, copy, modify and prepare derivative works of the Deliverables for purposes of Client's and its affiliated companies' internal business only.

4.6 The parties agree that the overall responsibility for the functioning, design, manufacturing and later use of the products manufactured and/or sold by the Client and/or by any of its affiliates remains entirely with the Client, irrespective of whether and to what extent the Client uses the Services of VanBerlo for the later production.

4.7 If any third party or government authority raises any allegation, claim, proceeding or investigation against VanBerlo with respect to products designed, manufactured and/or sold by Client or by any of its affiliates, parent companies and subsidiaries (a "Third Party Claim"), Client shall indemnify and hold harmless VanBerlo from such Third Party Claim, including any related costs, damages, liabilities, fees and expenses. Client shall not be obliged to indemnify and hold VanBerlo harmless if and to the extent the Third-Party Claim is directly caused by a defect in the Services for which Client can hold VanBerlo liable for damages.

5 USE OF FONTS

5.1 Client is responsible for acquiring licenses from third parties for copyrighted material that will be used in the result. Copyrighted material includes fonts, software, corporate identity elements, photos and (music) compositions. For the material proposed by VanBerlo to be used in the result, VanBerlo may, if required, request a cost estimate from the relevant supplier.

5.2 Client shall indemnify VanBerlo from claims of third parties in respect of licenses of these third parties.

6 RETENTION OF TITLE

6.1 All moveable property and IPR supplied to Client by VanBerlo in the context of the order will remain the property of VanBerlo until Client has fully met all obligations arising from the Agreement or legal relationship with VanBerlo.

6.2 Client must always do all that may be reasonably expected of him to secure the goods delivered under retention of title. This means in any case that Client will not sell, pledge, process and/or add

them to a different product or otherwise encumber the goods delivered under retention of title of VanBerlo.

6.3 Client is obliged to insure and keep insured the goods delivered under retention of title.

7 CONFIDENTIALITY

7.1 VanBerlo and Client must exercise confidentiality in respect of all of other confidential information used for the performance of the order and / or which is expressly designated by them as confidential.

7.2 VanBerlo and Client impose this duty of confidentiality on all third parties whom they involve in the performance of the Agreement.

7.3 The confidentiality obligation does not apply to information that:

i. is (or has become) part of the public domain;

ii. has been lawfully obtained from a third party who is not bound by a similar obligation of confidentiality;

iii. has been independently obtained, regardless of transfer of information from the other party;

iv. has been released with permission of the other party.

7.4 An infringement of the confidentiality obligation is an attributable failure to comply with the Agreement.

7.5 The confidentiality obligation terminates three years after the commencement of the order, or at a time or the occurrence of a specific circumstance agreed on between VanBerlo and Client.

7.6 In the event of early termination of the agreement between VanBerlo and Client for whatever reason in whatever manner, the confidentiality mentioned in this article remains in full force.

8 CANCELLATION AND TERMINATION

8.1 When Client terminates the agreement with VanBerlo, in addition to compensation, he is also liable to VanBerlo for the fee and the costs incurred with respect to the Services carried out until the termination.

8.2 Both Client and VanBerlo have the right to terminate the Agreement with immediate effect in the event of bankruptcy or (provisional) suspension of payments of the other party. This does not release Client from his (payment) obligations.

8.3 If Client fails to meet his obligations arising from the Agreement (and this failure justifies termination), then VanBerlo is entitled to terminate the Agreement with immediate effect without any obligation to pay compensation or to indemnify Client for any losses, whilst Client as a result of his default is liable to pay compensation and to indemnify VanBerlo for all losses.

8.4 The compensation referred to in 8.1 and 8.3 covers at least the costs incurred by VanBerlo for contractual commitments entered into with third parties for the fulfilment of the Agreement, and at least 30% of the remaining part of the fee that Client would owe on full completion of the order.

8.5 If Client terminates the Agreement due an attributable failure on the part of VanBerlo to meet its obligations, the Services already delivered by VanBerlo and the associated payment obligations on the part of Client will not form part of the cancellation, unless Client contests that VanBerlo is in default in respect of that particular service. Any amount VanBerlo has invoiced prior to termination with respect to the Services satisfactorily delivered or goods supplied by VanBerlo, remains due, in compliance with the provision stated in the previous sentence, and becomes payable immediately at moment of the termination.

8.6 In the event of early termination and termination of the agreement by Client, Client is not entitled to the transfer of IPR that are wholly or partially the result of performance of the order by VanBerlo.

8.7 Article 7:408 (1) of the Dutch Civil Code shall not be applicable.

9 COMPLIANCE WITH LAWS

Each party will retain responsibility for compliance with all laws and regulations applicable to their respective businesses. Each party shall retain responsibility for its compliance with all applicable export control laws and economic sanctions programs relating to its respective business, facilities, and provision of services to third parties. VanBerlo shall not be required by the terms of the Agreement to be directly or indirectly involved in the provision of goods, software, services and/or technical data that

may be prohibited by applicable export control or economic sanctions programs if performed by VanBerlo. Prior to providing VanBerlo any goods, software or technical data subject to export controls, Client will provide written notice to VanBerlo specifying the nature of the controls and any relevant export control classification numbers.

10 LIABILITY

10.1 VanBerlo's total liability under or in connection with the Agreement whether arising from negligence, breach of contract, tort or otherwise, is limited to the payment of direct damages, not to exceed (in the aggregate) an amount equal to the total fees (excluding VAT) payable by Client under the applicable Agreement. In the event of an agreement with a term of more than one year, the liability under such agreement shall be limited to the total amount of the fees (excluding VAT) payable by Client under the applicable agreement during the period of twelve (12) months immediately prior to the moment that such direct damages were caused. Nothing in the Agreement excludes or limits the liability for deliberate recklessness (*bewuste roekeloosheid*) or intent (*opzet*).

10.2 VanBerlo's liability for indirect damage, including but not limited to consequential, special or indirect loss, loss of profits or business, anticipated profits, missed savings, goodwill, damage to the other party's reputation and damage due to business stagnation, is hereby excluded.

10 APPLICABLE LAW AND COMPETENT COURT

10.1 The legal relationship between Client and VanBerlo and the application of these conditions shall be governed by Dutch law.

10.2 Disputes between the parties shall be settled exclusively by the competent court in 's-Hertogenbosch.

11 OTHER CONDITIONS

11.1 VanBerlo reserves the right to modify and/or supplement these conditions. Amended conditions are deemed to be accepted if they are not explicitly rejected by Client within 14 days.

11.2 The CISG is expressly excluded.

11.3 These conditions have been drawn up in Dutch and English. In case of any discrepancy between the English and Dutch text, the Dutch text shall prevail.

11.4 If one or more of the articles of the Agreement is invalid or unenforceable in any way, this shall not affect the validity or enforceability of the other articles of the Agreement. If any of those provisions is void or unenforceable but would be valid or enforceable if some part of the provision was modified, the provision in question shall apply with such modification as may be necessary to make it valid or enforceable.

ADDITIONAL GENERAL DELIVERY CONDITIONS
FOR DIGITAL APPLICATIONS
WITHOUT PREJUDICE TO THE APPLICABILITY OF THE OTHER PROVISIONS OF THESE GENERAL CONDITIONS, THE FOLLOWING CONDITIONS APPLY IF THE ORDER COMPLETELY OR PARTIALLY CONCERNS THE DEVELOPMENT OF (INTERNET) SOFTWARE, INCLUDING, (INTERACTIVE) APPLICATIONS, MOBILE, DESKTOP, TABLET OR EMBEDDED (OR A COMBINATION OF THE AFOREMENTIONED ELEMENTS), OR OTHER MULTIMEDIA APPLICATIONS.

12 IP RIGHTS

12.1 VanBerlo will retain the IPR of the Client software developed for. Client obtains a license for the use of the software for the purpose for which the order was awarded.

12.2 If VanBerlo is prepared to undertake to transfer an IPR, such an intent shall only be entered into expressly in writing. If the parties agree in writing that the IPR with respect to specific software, websites, databases, equipment or other materials developed for Client shall be transferred to Client, this shall not affect the right or ability of VanBerlo to use and/or exploit underlying parts, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols,

standards and the like, without limitation, for other purposes, either for themselves or for third parties. Nor shall the transfer of an IPR affect the right of VanBerlo to develop software for the benefit of themselves or a third party that is similar to or derived from those for Client.

12.3 Client indemnifies and holds VanBerlo harmless against any claim by a third party that is based on the assertion that provision, use, adaptation, installation or incorporation infringes any right of a third party.

12.4 If and to the extent that the delivered software is based on open source and associated licenses, those licenses shall prevail over the provisions of these terms and conditions if those provisions are inconsistent with open source licenses. Client declares to be familiar with the risks of open source and indemnifies VanBerlo of all third-party claims relating to IPR related to the used open source software. This indemnification also extends to costs, damages and any summons to proceedings.

13 DEVELOPMENT, MAINTENANCE, AND RISK MANAGEMENT

13.1 Client bears the risk of the selection, use, application and management in its organization of the equipment, software, websites, databases and other products and materials and the services to be provided by VanBerlo. Client itself is responsible for the proper installation, assembly and commissioning and the correct settings of the software.

13.2 The development of the Services by VanBerlo is always carried out on the basis of a best efforts obligation, unless and to the extent the written Agreement with VanBerlo expressly promised a result and the concerning result has been described with sufficient definiteness.

13.3 VanBerlo will deliver the software on the agreed type and format of data carriers to Client.

13.4 Only if agreed in writing between the parties, shall VanBerlo install the software at Client. In the absence of express agreements, Client will install and set - up the software itself.

13.5 VanBerlo is, after completion, not required to continue to maintain and develop the software.

13.6 VanBerlo shall perform the order to the best of its abilities in compliance with the then - current state of technology. VanBerlo cannot guarantee that the result will work in all environments without interruption or errors. The result and the display can depend on external factors such as systems, browsers, screen resolutions or operating systems, as well as of (unexpected) peak loads in the number of visitors.

13.7 In the case of an order for a website, VanBerlo shall repair defects in the software that are reported by Client in writing within 14 days after installation or going live. This only applies to the extent these defects are caused by VanBerlo not meeting the requirements and specifications.

13.8 VanBerlo does not need to repair defects in the software if they are caused by Client, by third parties or changes in circumstances, of which the contractor at the time of conclusion of the agreement did not know or ought to know.

13.9 VanBerlo does not guarantee that the software works properly with all types or new versions of the Web, Internet browsers and operating systems, or when using Third Party Apps (APIs) and any other software. VanBerlo also does not guarantee that the equipment works well in conjunction with other equipment.

13.10 Hosting, maintenance and support must always be arranged in a separate agreement. The content and scope of the maintenance and support is then determined by the separate agreement and/or SLA (Service Level Agreement).

13.11 Without express written agreement, VanBerlo is not responsible for vulnerabilities, updates and upgrades of (open source) software as referred to in the preceding paragraph.

13.12 If during the execution of the Agreement, computer, data or telecommunication facilities are used, including the Internet, Client is responsible for the proper selection of required resources and for the timely and complete availability of those, except for those facilities which are the direct use and management responsibilities of Client. VanBerlo is never liable for damage or expenses due to transmission errors, malfunctions or non - availability of these facilities, unless Client proves that this damage or costs are the result of intentional or deliberate recklessness of VanBerlo.

14 ACCEPTANCE

14.1 The parties may agree prior to the conclusion of the Agreement that an acceptance test will be performed on the software delivered by VanBerlo, with respect to predefined acceptance criteria. If an acceptance test has been agreed on, the test period will constitute 5 days after delivery, unless otherwise agreed in writing.

14.2 During the test period, Client is not allowed to use the delivered software or productive or operational purposes. If Client during the test period before the moment of acceptance makes any use of the delivered software for productive and/or operational purposes, the software shall be considered fully accepted from the start of that use.

14.3 If during the performance of the acceptance test, the delivered software contains errors, Client shall immediately and no later than the last day of the test period notify VanBerlo through a written and detailed test report. VanBerlo shall use its best efforts to repair the identified errors within a reasonable period. Errors include a substantial failure to meet the functional and/or technical specifications agreed by the parties in writing. An error occurs only if Client can prove it and if it is reproducible.

14.4 Acceptance may not be refused on grounds unrelated to the specifications expressly agreed between parties. Moreover, acceptance may not be refused because of the existence of minor errors, i.e. errors that do not hinder operational - and / or productive use of the delivered software, notwithstanding the obligation of VanBerlo to repair these minor errors under the warranty, if applicable.

14.5 If the parties have not agreed that an acceptance test shall be performed, Client shall accept the software in the condition of the time of delivery, and therefore with all visible and invisible defects. In this case, the software shall be construed as being accepted at the moment of delivery.

OTHER PROVISIONS FOR THE PROVISION OF SOFTWARE TO CLIENT BASED ON (USER) LICENSE.

15 RIGHT OF USE

15.1 VanBerlo grants the right to use certain computer programs and the corresponding user documentation to Client, hereinafter 'Software'.

15.2 Unless otherwise agreed, the duty only extends to providing (the use of) the so-called object code of the software. The right to use Client does not extend to the source code of the Software, unless otherwise agreed between the parties in the Agreement. If VanBerlo is convicted in court to make the technical documentation and/or source code available to Client, VanBerlo can charge a reasonable fee for this provision.

15.3 Unless otherwise agreed in writing, VanBerlo is not obliged to make any other program or data libraries available other than the concerned software, even if they needed for the use and/or maintenance of the software. If, notwithstanding the foregoing, VanBerlo must also make other program or data libraries available, VanBerlo may require Client to conclude a separate written agreement for this purpose.

16 DELIVERY OF SOFTWARE OF THIRD-PARTY SUPPLIERS

16.1 If VanBerlo acts as a mediator in the realization of a (license) agreement between a third-party provider and Client, Client accepts the concerning conditions of that third-party supplier. VanBerlo is not responsible for maintenance and support, as Client must conclude an agreement with the third-party supplier for this, unless otherwise agreed in writing.

17 DELIVERY AND INSTALLATION

Unless VanBerlo shall host the software under the Agreement, VanBerlo shall deliver the software to Client on a data carrier in a form to be determined.