

GENERAL TERMS AND CONDITIONS OF SALEMATE B.V.

1. DEFINITIONS

- 1.1 The following definitions shall apply to these general terms and conditions:
- A. **Affiliate** means any entity Controlling or Controlled by a Party or under common Control with a Party, whereby “Control” means the actual power to direct, either directly or indirectly through the use of one or more intermediaries to determine the management and policy of a company in a decisive way, whether through the direct or indirect ownership of more than fifty per cent (50 %) of the shares or by contractual voting rights.
- B. **Client** means the private person or legal entity purchasing Services from SALEMATE B.V.
- C. **Cooperation Agreement** means the agreement to be concluded between Client and SALEMATE B.V. in view of the performance of the Services.
- D. **General Terms** mean these general terms and conditions used by SALEMATE B.V.
- E. **Results** mean the results of the Services.
- F. **Services** mean the services to be rendered by SALEMATE B.V. to Client, as detailed in the Cooperation Agreement.
- G. **Party** or **Parties** mean the party/parties to the Cooperation Agreement.
- H. **SALEMATE BV** means the Dutch limited liability company SALEMATE B.V., having offices in (5616 LZ) Eindhoven, the Netherlands, at Kastanjelaan 400.

2. APPLICABILITY

- 2.1 These General Terms shall cover and form part of all offers and agreements, either made orally, in writing or in any other form, concerning the supply of Services by SALEMATE B.V. to Client.
- 2.2 These General Terms also apply to Services partly or wholly obtained by SALEMATE B.V. from a third party, which are delivered to Client, as well as to Services required for the execution of any offer or agreement in the relation between SALEMATE B.V. and Client.
- 2.3 Deviations from these General Terms shall only apply if and to the extent that they have been explicitly agreed between SALEMATE B.V. and Client.

- 2.4 SALEMATE B.V. explicitly rejects the applicability of general terms used by Client.
- 2.5 If and to the extent that any provision contained in these General Terms proves not valid for whatever reason, the other provisions of these General Terms shall remain in full force and effect.

3. OFFER AND AGREEMENT

- 3.1 All offers made by SALEMATE B.V. shall be without any obligation, unless explicitly stated otherwise in writing.
- 3.2 All offers are valid for the period mentioned in the offer concerned. If no period is mentioned, the offer will be valid for fourteen (14) days after the date mentioned in the offer.
- 3.3 The Cooperation Agreement with respect to the Services to be supplied by SALEMATE B.V. shall have been concluded as soon as Client accepts SALEMATE B.V.’s offer in writing.
- 3.4 Any other party than Client cannot derive any rights from the Cooperation Agreement.

4. CONFIDENTIALITY

- 4.1 Subject to the exceptions set forth in article 4.4, all information disclosed by one Party (“the Disclosing Party”) to the other Party (“the Receiving Party”) under the Cooperation Agreement, whether disclosed orally or in written, graphic or electronic form, shall be “Confidential Information” of the Disclosing Party. In particular, Confidential Information shall include, but not be limited to, the Disclosing Party’s business, scientific or technical information, such as business plans and strategies, business operations and systems, information concerning employees, customers, competitors and/or licensees and Results.
- 4.2 Client authorizes SALEMATE B.V. to use the Confidential Information received under the Cooperation Agreement for rendering the Services, provided that SALEMATE B.V. shall keep confidential said Confidential Information and it shall instruct third parties involved in rendering the Services to do the same

- 4.3 In deviation from article 4.2 and unless otherwise agreed, SALEMATE B.V. shall be at liberty to publish a short description of the Services rendered on its website, in order to demonstrate its capabilities.
- 4.4 The term “Confidential Information” shall not be deemed to include information which the Receiving Party can demonstrate by competent written proof: (a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, in the public domain; (b) is known by the Receiving Party at the time of receiving such information, as evidenced by its records; (c) is independently developed by or for the Receiving Party by employees or contractors who did not have access to the Confidential Information; or (d) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure.

5. OWNERSHIP OF RESULTS AND INTELLECTUAL PROPERTY RIGHTS

- 5.1 Subject to article 5.2 and after full payment of the amounts due for the Services, Client shall acquire the ownership of the Results.
- 5.2 SALEMATE B.V. may use the Results for internal purposes in order to further develop its services portfolio and it shall own any rights of intellectual property embodied in the technologies and methodologies used when rendering the Services, as well as any improvements thereof.
- 5.3 Client shall refrain from any infringement of the intellectual property rights owned by SALEMATE B.V.
- 5.4 Any Intellectual Property Rights related to Client’s technology, methodology, services or software shall remain the property of Client.

6. COMPLAINTS

- 6.1 If Client is of the opinion that the Services supplied do not meet the agreed conditions, Client must notify SALEMATE B.V. thereof in writing within fourteen (14) days of delivery, or fourteen (14) days from which Client could reasonably be aware of the alleged shortcoming. Otherwise Client will be deemed to have acknowledged that the Services were supplied in conformity with the agreed conditions.

- 6.2 If and when the Services supplied caused damage, regarding which Client claims compensation, Client shall report any such damage to SALEMATE B.V. within five (5) days after becoming aware of such damage.
- 6.3 For any valid claim regarding the Services, Client and SALEMATE B.V. shall discuss in good faith how such complaint could best be remedied.
- 6.4 All of Client’s objections, if any, against SALEMATE B.V.’s invoices must be mentioned within fourteen (14) days upon receipt thereof, after which term the amount concerned is considered to be acknowledged for payment in due time.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 7.1 The liability of SALEMATE B.V. due to an attributable failure to perform under the Cooperation Agreement will be limited to compensation for direct damages.
- 7.2 Any liability of SALEMATE B.V. for consequential or indirect damage, including but not limited to loss of profits, loss of turnover, loss of prospective profits or anticipated sales or goodwill is excluded.
- 7.3 Furthermore, SALEMATE B.V. shall not be liable for damages, including but not limited to the infringement of third-party intellectual property rights resulting from the use of the Results by Client, safe for gross negligence (“bewuste roekeloosheid”) or malicious intent (“opzet”).
- 7.4 The liability of SALEMATE B.V. shall, safe for gross negligence or malicious intent, never exceeds twice the sum stipulated as fee for the Services to which the failure pertains.
- 7.5 Client agrees to indemnify, defend SALEMATE B.V. and hold SALEMATE B.V. harmless against any and all claims and/or damages resulting from (i) the exercise of any rights granted by SALEMATE B.V. to Client under the Cooperation Agreement and these General Terms, (ii) Client’s breach of any of the terms contained in the Cooperation Agreement and/or these General Terms and (iii) any infringement of third-party intellectual property rights by Client when using the Results.

8. MISCELLANEOUS

- 8.1 The Cooperation Agreement and these General Terms may not be transferred or assigned in any form by either Party without the prior written consent of the other Party except by SALEMATE B.V. to any of its Affiliates. In such case, SALEMATE B.V., in its sole discretion and without having to obtain the prior consent of Client, may assign its rights and obligations under the Cooperation Agreement and these General Terms while providing written notice to Client. Any permitted assignment shall be binding on the successors of the assigning Party. Any unauthorized transfer or assignment shall be void.
- 8.2 No dispute shall be deemed to have arisen out of or in connection with these General Terms unless either SALEMATE B.V. provides written notice thereof to Client or vice versa. In such case, the Parties shall first use their mutual good faith efforts to resolve such dispute amicably within 60 (sixty) days from the date of such notice.
- 8.3 If the Parties, in spite of their mutual good faith efforts, do not manage to reach an amicable solution as referred to in article 8.2 above, the dispute shall be exclusively submitted to the competent Court Den Bosch, The Netherlands.
- 8.4 Articles 1, 4, 5, 7 and 8 shall survive the expiration or termination of the Cooperation Agreement for any reason and continue thereafter in full force and effect.