

General Terms and Conditions of Mindwize B.V.

1. Definitions

In these general terms and conditions, "Mindwize" is defined as follows: The private limited company Mindwize B.V., with its registered office and principal place of business in (2132 HL) Hoofddorp, on the Planetenweg at no. 99 with Chamber of Commerce registration number: 34166529. "Client" refers to the party placing an order with Mindwize or with whom Mindwize enters into an agreement.

2. Applicability

All offers, agreements of/with and (follow-up) orders placed with Mindwize for the performance and/or delivery of services are exclusively governed by these general terms and conditions. The client's terms and conditions will apply only if explicitly accepted by Mindwize in writing.

3. Article 3 Offers

Any offer issued by Mindwize is subject to confirmation of the price, delivery time, or other items stated in the offer. Prices quoted by Mindwize are exclusive of value-added tax.

4. Formation of the agreement

4.1 Agreements are deemed formed from the day on which the agreement is signed by Mindwize or from the day on which written order confirmation is sent by Mindwize or from the day on which Mindwize actually executed the order placed by the client.

4.2 After formation of an agreement between the client and Mindwize, the amount stated in the offer and/or Mindwize's fee for fulfilment of this agreement and/or order shall remain payable in full by the client, even if the client were to revoke and/or cancel his order prior to, during, or after execution of the order by Mindwize.

5. Execution of the agreement

5.1 Mindwize shall always go to every effort to execute the agreement as carefully as possible, to look after the client's interests to the best of its knowledge, and to strive for the best possible result for the client. Insofar as necessary and/or desired, Mindwize shall keep the client posted on the progress of work for the execution of the agreement.

5.2 If and insofar as deemed necessary by Mindwize for the execution of the agreement, Mindwize reserves the right to have work performed by third parties on behalf of and for the account of the client.

5.3 Mail and telecommunications companies are not considered third parties brought in by Mindwize, but instead the client's own service providers.

6. Terms

6.1 Delivery times or schedules agreed for the execution of an agreement and/or order are subject to Mindwize's right to extend the term within which work will be completed, without being liable to pay any compensation or without Mindwize being held to lower its price, if Mindwize cannot be expected to complete the work within the agreed term due to force majeure, circumstances that can be attributed to the client, or a change to the agreement or the conditions for execution.

6.2 Circumstances that can be attributed to the client that will necessitate extension of the term include failure to provide or late provision of requested/correct information. Failure to provide or late provision of requested/correct information by co-service providers will also be attributed to the client and lead to extension of the term.

7. Guarantee

7.1 Mindwize cannot guarantee that the result sought by the client will be achieved through the work performed by Mindwize, without prejudice to Mindwize's commitment to always put in its best effort to achieve the best possible result for the client.

7.2 Although Mindwize does not issue guarantees on the services it delivers and executes or on the services used by Mindwize in the execution of its order, Mindwize does agree to deploy all resources available to it to, upon first request to that effect by the client, try to solve possible faults and/or defects.

8. Price

8.1 If a 'fixed' price is stated in the offer, this will be the agreed price. If the offer does not state a 'fixed' price, the amount payable by the client will be calculated based on actual costs using Mindwize's usual hourly rates.

8.2 Besides the agreed fixed price or fee-based price, costs incurred by Mindwize in the execution of the agreement shall also fall to the client.

9. Payment

9.1 Unless agreed otherwise or stated otherwise on the invoice, payment of the agreed price is due within 14 days of the invoice date. Notwithstanding the other provisions of this agreement, Mindwize reserves the right to require the client to make a down payment to an amount that is to be agreed by the parties. All completed orders, i.e. business finished by Mindwize, can be invoiced immediately.

9.2 If the client fails to pay within the agreed terms, he shall be liable to pay statutory commercial interest plus contractual interest of 2.5% for each calendar month from the invoice date, with part of a month considered a full calendar month, as well as any judicial and extrajudicial expenses relating to collection of the outstanding amount. Extrajudicial expenses are calculated as per the extrajudicial collection costs scale as published on www.rechtspraak.nl, with a minimum of €250.

9.3 Mindwize retains ownership of all items produced for the client until the client has paid the full price for the order.

10. Intellectual property

Unless agreed otherwise, all intellectual property rights ensuing from the order – including patent right, design right, and copyright – shall fall to Mindwize. Insofar as such rights can be acquired only through filing or registration, only Mindwize will be entitled to do so.

11. Liability and indemnity

11.1 Mindwize's liability, including trading loss, other (indirect) loss, which includes consequential loss, loss of profit and/or sales, savings missed out on, and loss due to business stagnation, as well as loss due to liability towards third parties, is excluded, except for in cases of intent or gross negligence on the part of Mindwize in the execution of the order.

11.2 The client bears full responsibility for the quality of items provided by him. The client guarantees that there are no third-party claims on any material provided by him and that only he can be held liable for this material.

Notwithstanding the other provisions of these terms and conditions, Mindwize cannot be held liable for losses caused by shortcomings in items provided by the client.

11.3 Mindwize cannot be held liable for losses resulting from mail and/or telecommunication issues. Sending and delivery are at the client's risk.

11.4 The client indemnifies Mindwize against any third-party claims, which also covers legal fees, relating to work performed for the client.

11.5 If a Court were to rule that Mindwize cannot rely on the stipulations from the preceding paragraphs, Mindwize's liability shall always be limited to the invoice amount, exclusive of value-added tax, for the work for which liability exists, or in any case to the part of the invoice amount to which the liability relates. Mindwize's liability will in any case be limited to an amount of €10,000.

11.6 In the event of legal proceedings, arbitration, or a binding third-party ruling in which the court, arbitration board, or third-party advisor(s) rules in Mindwize's favour, all legal expenses incurred by Mindwize in all reasonableness, including amounts not allocated in the ruling, will have to be borne by the client.

12. Termination

12.1 Mindwize is entitled to terminate the agreement in full or partially without notice of default if: a. the client has been granted a moratorium, the client has been admitted to a government debt management scheme, or the client has been declared bankrupt or filed for bankruptcy;

b. seizure, guardianship order, or another measure has caused the Client to lose power of disposition of his assets; or

c. the client fails to comply with any obligation under the agreement (on time or in full).

12.2 Mindwize will in these cases be entitled to, without being held to pay compensation and without prejudice to rights falling to Mindwize and without prior notice of default or judicial intervention being required:

a. declare the agreement terminated in full or partially by giving written notice to that effect to the client;

b. claim full payment of any amount payable by the client to Mindwize with immediate effect; and/or

c. require security from the client for timely compliance with its payment obligations prior to proceeding to further performance.

13. Material and software

13.1 Mindwize endeavours to make sure the material and software does not breach third-party rights, current legislation, rules of conduct, self-regulation rules and guidelines, insofar as Mindwize can or should be aware of these.

13.2 If the use of the material and software is limited or prohibited, Mindwize will, at its own discretion:

a. proceed to replacement to end the breach of third-party rights, or;

b. change or adapt material and software it uses to make sure they no longer breach third-party rights, or;

c. acquire a user licence for the client, with costs thereof falling to the client.

13.3 Notwithstanding the other provisions of these general terms and conditions, the client will in a situation as described in 13.2 not be entitled to revoke, cancel, or otherwise terminate the order and/or agreement, and neither be entitled to suspend payment.

14. Other provisions

14.1 The parties agree to treat confidentially any facts and circumstances they learn about as part of the agreement and/or order. Third parties involved in the execution of the agreement will be bound by the same confidentiality in relation to these facts and circumstances of the client.

14.2 Mindwize reserves the right to amend and/or add to its general terms and conditions. Amendments and additions to the general terms and conditions will also apply to existing agreements.

14.3 If one or several of the provisions of these general terms and conditions were to be void or voided, the other provisions shall retain their full effect. The parties agree to replace a void or voided provision with a provision that is valid and deviates from the void or voided provision as little as possible.

14.4 The agreement and any ensuing agreements are governed exclusively by Dutch law. The Netherlands Arbitration Institute is the only body authorised to hear disputes between Mindwize and the client.

14.5 These General Terms and Conditions have been filed with the Chamber of Commerce under number [...] and the terms and conditions can be sent on request and free of charge. They can also be consulted and downloaded online from the Mindwize website.