

## General terms and conditions of Liones

### Part 1 General provisions

#### 1. Definitions

In these General Terms and Conditions, the following terms defined below are used with an initial capital letter:

- 1.1. **Acceptance Test:** the test(s) with which it can be demonstrated that the Deliverables have been delivered in accordance with the Specifications.
- 1.2. **Acceptance:** the determination by Customer that the Deliverables comply with the Specifications.
- 1.3. **Agreement:** the written document (in the form of a quotation, offer or separate agreement) from Liones describing the Services and/or Deliverables to be supplied or made available by Liones and to which these General Terms and Conditions apply.
- 1.4. **Confidential information:** has the meaning defined in Clause 13.1.
- 1.5. **Customer:** the natural person or entity with whom Liones has concluded an Agreement.
- 1.6. **Data:** all data (including text, photo, video, sound files, illustrations and other information) that Customer stores, distributes or otherwise processes using the Software.
- 1.7. **Defect:** the demonstrable and reproducible failure of a Service and/or a Deliverables to comply with the Specifications.
- 1.8. **Deliverables:** means the items, documents, tailor-made software and other materials to be delivered by Liones under the Agreement and as specified in the Agreement or in a Schedule.
- 1.9. **General Terms and Conditions:** these general terms and conditions of Liones.
- 1.10. **Liones:** Liones B.V. or the relevant subsidiary or group company that supplies the Services or makes these available to Customer.
- 1.11. **Party:** a Party to the Agreement.
- 1.12. **Parties:** Liones and Customer
- 1.13. **Schedule(s):** Schedule(s) to the Agreement that are part of the Agreement.
- 1.14. **Services:** the work to be performed by Liones as described in the Agreement.
- 1.15. **SLA:** the Service Level Agreement attached to the Agreement as a Schedule.
- 1.16. **Software:** the computer software licensed by Fonto Group B.V. to Customer under the terms of an End User License Agreement.
- 1.17. **Specifications:** the agreed (functional and technical) requirements with regard to the Services and / or Deliverables as further specified in the Agreement or in a Schedule.
- 1.18. **User:** an employee of Customer or other person authorized by Customer to use the Software.

#### 2. Applicability / ranking in the event of conflict

- 2.1. These General Terms and Conditions apply to all Agreements and orders executed by Liones and to all (legal) acts between Liones and Customer. Deviations from or additions to these General Terms and Conditions are only valid if they have been agreed in writing between the Parties. Unless expressly agreed otherwise, the applicability of Customer's general purchase and/or payment terms or other general or special terms and conditions is expressly excluded.

- 2.2. By entering into the Agreement or by the actual use of the Services by Customer, Customer agrees to the content of these General Terms and Conditions.
- 2.3. In the event of any conflict between the content of an Agreement and these General Terms and Conditions, these General Terms and Conditions prevail unless the Agreement expressly deviates from these General Terms and Conditions. In the event of any conflict between the provisions of this Part 1 with the General Provisions and any part containing specific provisions, the relevant specific provisions prevail.
- 2.4. These General Terms and Conditions are also stipulated for the benefit of those (legal) persons and third parties engaged by Liones in the delivery of the Services.
- 2.5. With regard to the products provided by Liones that Liones purchases and delivers from third parties, only the terms and conditions of the relevant third parties as stated in the Agreement apply.

### **3. Offer, formation and amendment of the Agreement**

- 3.1. All quotations and offers are valid for a period of fourteen (14) days, unless otherwise stipulated in the quotation or offer. In the event of a change in an offer or quotation, the previous offer or quotation expires.
- 3.2. All quotations and offers are drawn up to the best of our knowledge and ability on the basis of information provided by Customer. Customer guarantees the correctness and completeness of this information.
- 3.3. An Agreement is concluded by written acceptance of the quotation or offer by Customer, or by the actual start of the execution of the delivery of the Services by Liones at the request of Customer.
- 3.4. Deviations from the Agreement are only valid if they have been agreed in writing between the Parties. Liones cannot be bound by any quotation or offer if Customer should reasonably understand that such quotation or offer contains an obvious mistake or error.

### **4. Delivery**

- 4.1. Delivery terms stated by Liones are determined to the best of its knowledge and belief on the basis of the information known to Liones at the time of entering into the Agreement and will be observed to the extent possible.
- 4.2. Agreed delivery terms only take effect if and in so far as Customer provided all required data, information, materials, facilities and other supplies to Liones and any payments payable prior to the start of the delivery of the Services have been received by Liones.
- 4.3. Changes to the Specifications requested by Customer must be recorded in writing and may lead to a change in the delivery terms and/or a change in the agreed fees.
- 4.4. The mere fact that a delivery term has been exceeded does not mean that Liones is in default and does not give Customer the right to terminate the Agreement. In the event of a delivery term being exceeded, Liones is only in default after a written notice of default with an additional and reasonable term.
- 4.5. If there is a risk that any term will be exceeded, Liones will inform Customer accordingly. The parties will then enter into consultation as soon as possible in order to determine a new delivery term.

**5. Services**

- 5.1. Liones will endeavour to the best of its ability to provide the Services and/or Deliverables in accordance with the Agreement and with the care and degree of professionalism that may reasonably be expected within the sector. Any agreements regarding a certain service level or quality level shall apply if and in so far as they have been explicitly agreed in writing in the Agreement or in an SLA.
- 5.2. If it has been agreed that the Services and/or Deliverables will be provided in different and separate phases, Liones is entitled to postpone the commencement of the Services and/or Deliverables belonging to a subsequent phase until Customer has accepted the delivery of the Services and/or Deliverables from the previous phase stage and paid all fees due in respect of a previous phase.
- 5.3. Liones is not liable for the resolutions or decisions made by Customer on the basis of the Services and/or Deliverables and any resulting consequences.
- 5.4. Liones is not obliged to follow instructions that change or extend the content or scope of the agreed Services and/or Deliverables.
- 5.5. If the Agreement has been concluded for certain Services to be provided by a particular person, Liones will always be entitled to replace that person with one or more other equally qualified persons.

**6. Training**

- 6.1. If mentioned in the Agreement, Liones will train Users in the use and operation of the functionalities of the Software as part of the delivery of the Services. All training courses are provided subject to the terms and conditions and fees set out in the Agreement.
- 6.2. Any training in the use and operation of the functionalities of the Software to additional Users or any additional training will be delivered on then agreed terms and conditions and rates.

**7. Cooperation by Customer**

- 7.1. Customer will at all times provide to Liones in a timely manner all data, information, materials, (technical) facilities and other supplies required for the proper execution of the Agreement and will provide the required cooperation.
- 7.2. Customer guarantees Liones that it is entitled to provide Liones with the data, information, materials, facilities and other supplies and indemnifies Liones against all claims in this respect.
- 7.3. If the resources required for the delivery of the Services have not been provided to Liones, or not in time or not in full as agreed, or if Customer fails to fulfil any of its other obligations, Liones is entitled to suspend the delivery of the Services and to charge any costs incurred as a result in accordance with the then applicable rates.
- 7.4. If employees of Liones and/or third parties are required to perform work at the location of Customer or at another location designated by Customer in order to deliver the Services, Customer will provide the facilities reasonably required free of charge, such as but not limited to a workspace with telecommunication and data communication connections.
- 7.5. Customer is liable for damage suffered by employees of Liones and/or third parties in connection with the performance of the aforementioned work as a result of acts or omissions by Customer and/or of unsafe situations at its location or at the location designated by Customer, and will indemnify Liones against any claims in this respect.

- 7.6. Customer is liable for loss of or damage to any goods of Liones made available to Customer as part of the delivery of the Services.
- 7.7. Customer will in a timely manner arrange for the purchase, management and maintenance of the software and/or products necessary for the use of the Deliverables.
- 7.8. In the event that Liones carries out work within the context of the performance of this Agreement that requires Liones to use software licensed by Customer from a third party, Customer warrants that it is entitled to provide such software to Liones and will indemnify and hold Liones harmless in respect of any claims by third parties.

## **8. Acceptance**

- 8.1. If an Acceptance Test has been agreed in the Agreement, after completion of a certain milestone, phase or part of the Services Customer will have the opportunity to test the Deliverables by performing an Acceptance Test. The Acceptance Test must be completed within ten (10) working days after completion of the Services, unless otherwise stipulated in the Agreement or agreed upon by the Parties. If no Acceptance Test has been agreed, the Deliverables will be deemed to be accepted by Customer upon delivery.
- 8.2. Immediately after the Acceptance Test, a test report will be drawn up and signed by the Parties stating whether or not the Deliverables have been accepted by Customer. In the event of Acceptance, the date stated in the test report is considered to be the date of Acceptance. If Defects are found during an Acceptance test by Customer, Liones will make every reasonable effort to repair the Defects mentioned in the test report within a reasonable period, including by providing temporary solutions, software bypasses or emergency work-arounds. Non-acceptance of a particular milestone, phase or part of the Services will not have any effect on the acceptance of a previous milestone, phase or part of the Services.
- 8.3. After repair of Defects as referred to in Clause 8.2, Customer has the possibility to perform an Acceptance Test, in accordance with Clauses 8.1 and 8.2. Such a subsequent Acceptance Test exclusively relates to the Defects found during the previous Acceptance Test(s).
- 8.4. Customer shall notify Liones in writing as soon as possible of any Defects found during an Acceptance Test.
- 8.5. Defects that do not impede the operational use of the Deliverables will not constitute a reason for withholding Acceptance, without prejudice to Liones's obligation to endeavour to remedy such Defects.
- 8.6. The Deliverables will be deemed to have been accepted by Customer if the Acceptance Test has not been started and completed within the period referred to in Clause 7.1, if Customer has not notified Liones of any Defects immediately after the Acceptance Test, or if Customer started using the Deliverables other than for testing purposes.

## **9. Complaints**

- 9.1. Complaints must be submitted to Liones in writing no later than ten (10) working days after delivery of the Deliverables. Failure to do so will constitute a waiver of Customer's right.
- 9.2. If a complaint is found valid by Liones, the relevant Deliverables may be returned to Liones and Liones will deliver replacement Deliverables available free of charge or redeliver the Services without Customer being able to claim any right to compensation from Liones.
- 9.3. Submitting complaints does not suspend Customer's payment obligations. A complaint has no consequences for other Services and/or Deliverables already delivered or for Services and/or Deliverables to be delivered.

**10. Warranty**

- 10.1. Liones declares that upon delivery the Deliverables contain the functionality and features as agreed upon in the Specifications.
- 10.2. During the warranty period of three (3) months after delivery of the Deliverables, Liones will remedy any Defects in the Deliverables to the best of its ability within a reasonable period of time if the Principal has described such Defects in detail and has reported them to Liones in writing within the aforementioned warranty period. Defects may also be remedied by means of providing temporary solutions, software bypasses or emergency work-arounds. After the expiry of the aforementioned warranty period, Customer will only be entitled to remedy of Defects if maintenance has been concluded between the Parties.
- 10.3. Liones does not warrant that (a) the Deliverables will meet Customer's objectives with respect to the use of the Deliverables; (b) the Deliverables will be error free or otherwise operate without interruption and without failure or Defect; or (c) all Defects can be remedied.
- 10.4. Liones is not responsible for Defects, or otherwise for malfunctions or errors in the access to or use of the Deliverables and/or the unavailability of the Deliverables as a result of malfunctions or errors in the equipment, software or data communication connections of Customer or third parties engaged by Customer.
- 10.5. The warranty lapses in the event of improper, careless use and/or use contrary to these General Terms and Conditions, the Agreement and the Documentation, and in the event that Customer has made changes to the Deliverables or has had such made by a third party without Liones' permission.
- 10.6. Recovery of data as a result of Defects or any other cause is not covered by the warranty and is at the Customer's expense and risk.

**11. Fees and rates**

- 11.1. The fees and rates payable by Customer for the Services and Deliverables are specified in the Agreement or in a Schedule. If not specified in the Agreement or in a Schedule, travel time, travel and accommodation costs and transport and shipping costs and other expenses incurred in providing the Services and/or Deliverables will be charged separately. All fees and rates are exclusive of turnover tax (VAT) and other levies imposed by the government.
- 11.2. Services that are not specified in the Agreement will be regarded as additional work. Services delivered outside office hours (i.e. Monday to Friday from 9 a.m. to 5 p.m., with the exception of public holidays recognised in the Netherlands) are regarded as overtime. Additional work and overtime must be agreed in writing and Liones is never obliged to accept any additional work and/or overtime.
- 11.3. Liones has the right to adjust the fees and rates annually on 1 January in accordance with the price index for business services as published from time to time by the CBS (Statistics Netherlands) by means of a written notification to Customer and with a term of thirty (30) days.
- 11.4. Liones is also entitled to adjust the fees and rates if one of the cost-determining factors of a Service or a Deliverable changes in the period between the date on which the Agreement was concluded and the date of delivery (in any event including: increase in material, purchase and transport prices, levies, taxes and/or currency changes) without this being attributable to Liones or foreseeable for Liones at the time the Agreement was concluded.

**12. Payment**

- 12.1. Customer will pay the fees and rates in accordance with the currency and in accordance with the payment method and term as stated in the Agreement.
- 12.2. If no payment terms are stated in the Agreement, a payment term of thirty (30) days counting from the invoice date will apply and Liones will invoice the fees as follows:
  - a. one-off fees are invoiced immediately prior to the delivery of the Services and/or Deliverables;
  - b. periodic fees are invoiced prior to the relevant period;
  - c. additional work is invoiced immediately after delivery;
  - d. other fees are invoiced monthly in arrears based on subsequent calculation.
- 12.3. If Customer fails to pay due invoices, Customer is in default by operation of law without a prior demand or notice of default from Liones being required, and Customer is liable to pay statutory commercial interest on the outstanding amount as referred to in Clause 6:119a of the Dutch Civil Code.
- 12.4. If Customer continues to fail to pay the claim after notice of default, Liones may pass the claim on for collection, in which case Customer is obliged to pay, in addition to the amount then due, all judicial and extrajudicial costs, without prejudice to all other rights of Liones.
- 12.5. If any payment term is exceeded, Liones is entitled to suspend its obligations under the Agreement and any other current agreements until full payment has been made, without prejudice to Liones's right to compensation and without being obliged to compensate Customer for any damage. In that event, (a) Customer is no longer entitled to use the Software, and (b) Liones is entitled to deactivate any rights to use the Software.
- 12.6. Customer waives any right to set off any claim and all payments due to Liones will be made without any set-off, deduction or withholding.
- 12.7. Any goods, materials, equipment and the like made available by Customer to Liones, even if they are the property of third parties, will only be returned after all payments owed by Customer have been made in full.
- 12.8. Liones is at all times entitled to require Customer to make a full or partial advance payment and/or (additional or otherwise) security for payment of the price. Liones is not obliged to commence or continue the execution of the Agreement until the required advance payment has been made or security has been provided. The costs associated with the provision of security are borne by Customer.
- 12.9. Liones retains ownership of a Deliverable until Customer has fully complied with all its obligations under the Agreement on the basis of which the Deliverables were delivered, as well as the costs of additional services and/or claims by Liones in connection with Customer's failure to perform the Agreement. Until then, Customer is only entitled to use the Deliverables for the purpose of its normal business operations. Rights are only granted or transferred to Customer under the condition that Customer pays the agreed fees on time and in full.

### **13. Confidentiality**

- 13.1. Each Party will (i) treat the Confidential Information of the other Party confidentially, (ii) use it only for the purpose for which the Confidential Information was received, (iii) not make it available to third parties or otherwise disclose it to third parties without prior written consent from the other Party, and (iv) make it available to its personnel only to the extent necessary for the performance of the Agreement.
- 13.2. Confidential Information is understood to mean: all written, electronic, verbal or other information received directly or indirectly that has in any way been designated as confidential

and/or regarding which the recipient knows or should reasonably understand that such information is confidential, including in any event information about Services, Deliverables, personal data, business information, technical information and financial information.

- 13.3. The rights in respect of the Confidential Information remain with the Party that provided the Confidential Information and will not be transferred to the receiving Party.
- 13.4. The Parties will take all necessary measures to safeguard the confidentiality of the Confidential Information or any part or any copy thereof and to prevent the disclosure, use, copying, publication or dissemination of the same to a third party. The Parties shall impose the confidentiality obligations upon its respective employees and authorized third parties by written agreement and shall see to it that its employees and authorized third parties shall at all times fully comply with such obligations.
- 13.5. The Parties undertake not to use the Confidential Information obtained from the other Party for any purpose or in any way other than for the purpose for which and the manner in which the information and data were provided or became known to it during the execution of the Agreement.
- 13.6. The obligations from this Clause do not apply to that Confidential Information that is (a) generally known or accessible to the public; (b) already known to the receiving Party without an obligation of confidentiality; (c) collected by the receiving Party independently of the providing Party; (d) lawfully acquired by the receiving Party without an obligation of confidentiality from a third party; or (e) disclosed pursuant to a statutory obligation or order.
- 13.7. The receiving Party will return or destroy the Confidential Information at the providing Party's first request.
- 13.8. Liones is at all times entitled to mention the fact that Customer is one of its clients in advertisements, advertising or otherwise within the framework of its marketing activities.

#### **14. Intellectual property rights and license**

- 14.1. All copyrights and all other intellectual and/or industrial property regarding the Deliverables as well as all parts and copies thereof shall remain solely vested in Liones or its licensors and shall not be assigned to Customer. Customer acknowledges these rights and shall refrain from any form of direct or indirect violation of these rights and shall not remove from or change in the Deliverables any designation concerning copyrights, trademarks or other intellectual and / or industrial property rights, including any indications concerning the confidential nature of the Deliverables.
- 14.2. Customer will only acquire the rights expressly granted to it by virtue of these General Terms and Conditions or an Agreement. Without prior written consent from Liones, Customer is not entitled to use the Deliverables in any other way and/or to grant any rights, or to transfer and/or license any rights to third parties in whole or in part.
- 14.3. Subject to Customer's compliance with these General Terms and Conditions or an Agreement and payment of the fees, Liones hereby grants Customer a non-exclusive, non-transferable right to use the Deliverables for its own internal business purposes.
- 14.4. Except as expressly permitted under these General Terms and Conditions or an Agreement, Customer is not entitled to (a) rent, lend, lease, assign, sub-license, resell, redistribute or otherwise make available, alter, modify or translate the Deliverables or any copy of it in any form to any third party nor create any derivative works from it; (b) remove from or change in the Deliverables any designation concerning copyrights, trademarks or other intellectual and / or industrial property rights, including any indications concerning the confidential nature of the Deliverables (c) decompile, reverse engineer, disassemble, or seek to reconstruct or



discover any humanly readable form of code of the Deliverables except to the extent allowed by applicable law (d) use the Software to operate a services bureau or to provide hosting services, use the Deliverables to operate as an outsourcer, use the Deliverables in a time-sharing arrangement; (e) attempt to disable or circumvent any of the licensing mechanisms or restrictions within the Deliverables.

- 14.5. Liones indemnifies Customer against third party claims that Customer's use of the Deliverables infringes the intellectual property rights of such third party, provided that Customer (a) promptly notifies Liones in writing of any infringement or alleged infringement; (b) makes no admissions without Liones' prior written consent; (c) allows Liones to conduct any negotiations or litigation and/or settle any claim; and (d) provides Liones all reasonable assistance with regard to such claim.
- 14.6. Liones shall have no liability for any claim of infringement of any intellectual property rights if the (alleged) infringement (i) is related to changes made to the Deliverables made by or at the behalf of Customer (ii) relates to the use of the Deliverables not in accordance with these General Terms and Conditions, the Agreement or is attributable to an act or omission by Customer; (iii) is related to the use or combination of the Deliverables with software, hardware or other materials not approved by Liones.
- 14.7. If Customer's use of the Deliverables is or, to the judgment of Liones, could be prohibited by a judgement or an injunction Liones may, in addition to the aforementioned indemnification, (i) acquire the right for Customer to continue using the Deliverables, (ii) replace or modify the Deliverables in a way that does not infringe or, if the aforementioned alternatives prove not to be commercially feasible, (iii) terminate the use of the Deliverables in whole or in part.
- 14.8. Any further liability on the part of Liones with regard to infringement of the intellectual property rights of third parties is expressly excluded.

## **15. Liability**

- 15.1. Liones shall only be liable for direct damages incurred by the Customer limited to the amount of fees paid by Customer for the Services or Deliverables in the six (6) months prior to the event giving rise to such damages with a maximum of EUR 100,000 (in words one hundred thousand euros).
- 15.2. For the purpose of these General Terms and Conditions "direct damages" shall mean exclusively and exhaustively: (a) the reasonable expenses incurred by Customer to have Liones's performance comply with the Agreement; however, this damage will not be compensated if Customer has terminated the Agreement; (b) the reasonable expenses of unavoidable emergency measures; (c) the reasonable expenses incurred by Customer in order to prevent or reduce damage that could be expected as a result of the event causing liability; (d) the reasonable expenses incurred by Customer in order to assess the cause of damage, the liability, the direct damage and the means of repair.
- 15.3. Liones's liability for damages other than direct damages is excluded, including but not limited to consequential damages, lost profits, lost savings, damage due to business stagnation and/or goodwill of Customer, and damage due to loss of or damage to Data.
- 15.4. The total liability of Liones for damage caused by death or bodily injury is limited to EUR 1,000,000 (in words: one million euros) per event, in which a series of related events counts as one event.
- 15.5. The limitations of liability set out in this Clause do not apply if and to the extent that the damages are the result of intentional acts or omissions (opzet) or gross negligence (grove schuld) by Liones.



- 15.6. Liones's liability only arises if Customer immediately and properly gives Liones notice of default in writing, including a reasonable period for Liones to still fulfil its obligations, and Liones continues to imputably fail to fulfil its obligations even after that period. The notice of default must contain a detailed description of the failure, so that Liones is in a position to respond adequately.
- 15.7. Under penalty of forfeiture of the right to damages, a claim for damages must be made within six (6) months after the moment at which Customer became aware or could reasonably have become aware of the existence of the damage.

## **16. Force Majeure**

- 16.1. If a Party is prevented or delayed by force majeure from performing any of its obligations under the Agreement and notifies the other party, specifying the matters constituting force majeure and specifying the period for which it is estimated that the prevention or delay will continue, then the party affected shall not be liable to the other for failure to perform or for delay in performing such obligations but shall nevertheless use all reasonable efforts to resume full performance of its obligations.
- 16.2. Force majeure will in any case include: strikes, blockades, embargoes, government measures, war, revolution and/or any similar situation, power failures, disruptions in the (data) communication connections, fire, explosion, water damage, flooding and/or earthquake, lack or illness of Liones personnel, as well as delays, non-performance or force majeure on the part of Liones' suppliers.
- 16.3. If the situation of force majeure has lasted three (3) months or as soon as it has been established that the situation of force majeure will last longer than three (3) months, either Party is entitled to terminate the Agreement in whole or in part in writing prematurely without notice.

## **17. Use of third parties / Third-party Products and Services**

- 17.1. Liones is entitled to make use of third parties for the performance of its obligations, including external consultants and/or facilities.
- 17.2. In the event that Liones engages third parties, Liones remains fully responsible for the performance of its obligations in respect of Customer.
- 17.3. In the event that Customer explicitly requests Liones to make use of third parties and Liones consents in writing, Liones will cooperate in this in a reasonable manner and Customer is fully responsible for the acts and omissions of such third party.
- 17.4. In the event that Liones makes use of third parties, any additional costs thereof will be borne by Liones, except in the event that Customer explicitly requests Liones to make use of third parties.
- 17.5. If a supplier of Liones terminates, fails to comply with or suspends an agreement with Liones, Liones is entitled to replace the products or services to be supplied and/or delivered by this supplier with an equivalent product or service or, if replacement is not commercially feasible, to terminate the Agreement in whole or in part with immediate effect. In that event, Customer is not entitled to compensation.

## **18. Commencement date, term and termination**

- 18.1. Unless otherwise stipulated in the Agreement, the Agreement is entered into for an initial period of one (1) year. Customer may not terminate the Agreement prematurely during this initial period. After expiry of this initial period, the Agreement shall automatically renew for subsequent periods of one (1) year until or unless terminated by either party giving to the other not less than three (3) months prior written notice.
- 18.2. Each of the Parties is entitled to terminate the Agreement in whole or in part by means of a registered extrajudicial letter with immediate effect, if the other Party, even after demand is made in writing with a reasonable term, fails to fulfil its obligations under the Agreement.
- 18.3. Liones is also entitled to terminate the Agreement in whole or in part, without any reminder or notice of default being required, out of court and with immediate effect if (a) Customer fails to pay the agreed fees within the agreed period; (b) Customer applies for or is granted suspension of payments; (c) Customer applies for bankruptcy or is declared bankrupt; (d) Customer's business is wound up; (e) Customer ceases its current business or professional activities; or (f) control of Customer changes or if Customer acquires a business or cooperates with a business against which Liones has objections.
- 18.4. If, at the time of termination, Liones has already performed services in execution of the Agreement, the services and related payment obligations are immediately due and payable. Amounts that Liones has invoiced before the termination in connection with what it has already performed or delivered in the execution of the Agreement will remain due and payable in full and will become immediately due and payable at the time of termination.
- 18.5. In the event of dissolution of the Agreement, there will be obligations to undo with regard to the Services delivered by Liones that have already been paid or charged.
- 18.6. Expiration or termination of the Agreement, for whatever reason shall not prejudice the provisions which by their nature must be deemed to survive expiration or termination, including but not limited to clauses regarding intellectual property, confidentiality, limitation of liability, applicable law and governing law and disputes.

## **19. Applicable law and dispute resolution**

- 19.1. These General Terms and Conditions, an Agreement and all disputes arising out of or in connection with the Agreement and/or these General Terms will be governed by the laws of the Netherlands. The applicability of the 1980 Vienna Sales Convention (CISG) is expressly excluded.
- 19.2. Parties shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to this Agreement or breach thereof. If the Parties cannot reach an amicable settlement, all disputes arising in connection with this Agreement shall be referred to the competent civil court of The Hague in the Netherlands.

## **20. Miscellaneous**

- 20.1. In the cases not provided for in these General Terms and Conditions, or if an amendment of these General Terms and Conditions is necessary, the Parties will consult with each other to this end. Amendments to these General Terms and Conditions or supplements thereto are only valid in so far as they have been agreed in writing.
- 20.2. If one of the provisions of these General Terms and Conditions is null and void or is annulled, the other provisions of these General Terms and Conditions will remain in force and the Parties will agree on a replacement provision in mutual consultation.

- 20.3. The Agreement contains all agreements between Liones and Customer with regard to the delivery of Services by Liones and takes the place of all previous verbal or written agreements between the Parties.
- 20.4. The Schedules to the Agreement and the documents referred to therein form an integral part of the Agreement.
- 20.5. Notifications that the Parties will make to each other on the basis of these General Terms and Conditions and/or the Agreement will be made in writing. Verbal statements, promises or agreements have no legal force unless they have been confirmed in writing. In these General Terms and Conditions, written also includes a message by electronic means of communication.
- 20.6. Customer is not permitted to transfer the rights under the Agreement to a third party. Customer is also not permitted to have the Services used by a third party for the benefit of Customer.
- 20.7. Liones is entitled to transfer its rights and obligations under these General Terms and Conditions to a third party, to which transfer Customer cooperates and consents in advance.
- 20.8. Failure by one of the Parties to require performance of any provision within a period stated in these General Terms and Conditions will not affect the right to demand performance unless the Party concerned has expressly agreed to the non-performance in writing.
- 20.9. For the duration of the Agreement and for a period of twelve (12) months after its expiry, Customer will not in any way, directly or indirectly employ any employees of Liones to the extent that they have been involved in the performance of the Agreement.
- 20.10. These Terms and Conditions are subject to change by Liones. Changes will not take effect until after fourteen (14) days after Customer has been informed.
- 20.11. The indications/headings of the Clauses in these General Terms and Conditions serve only as a reference and are not decisive for the interpretation of the Clauses in these General Terms and Conditions.