

GENERAL TERMS AND CONDITIONS

Kemari is a trading name of Kemari B.V. with its registered office and principal place of business in Enschede, the Netherlands.

In these general terms and conditions the client is understood to be the other party to the agreement with Kemari.

ARTICLE 1 - APPLICABILITY OF KEMARI GENERAL TERMS AND CONDITIONS

1.1 These general terms and conditions and appendices (A/B) apply to all offers and agreements between Kemari and the client for the delivery of products or services, of whatever nature and however described, by Kemari to the client.

1.2 Deviations from and additions to these general terms and conditions shall only apply if and insofar as they have been agreed in writing between Kemari and the client.

1.3 These general terms and conditions apply to all offers and agreements between Kemari and the client to the exclusion of any purchase or other conditions of the client. These general terms and conditions shall also apply to any further or additional agreements to the exclusion of any other terms and conditions.

1.4 If any provisions of these general terms and conditions are inapplicable, for whatever reason, the other provisions of these general terms and conditions shall remain fully applicable. In that case Kemari and the client shall consult without delay with regard to any inapplicable provisions in order to replace them with applicable provisions. In doing so, Kemari and the client shall take into account the purpose and meaning of the original provisions as much as possible.

1.5 Kemari reserves the right to amend these general terms and conditions periodically.

1.6 Insofar as these general terms and conditions are translated to other languages than Dutch, the Dutch version of these general terms and conditions shall prevail at all times in case of a difference in interpretation.

ARTICLE 2 - OFFERS BY KEMARI

2.1 All offers by Kemari are made in writing. Kemari reserves the right to send offers as an attachment to an email to the client.

2.2 All offers made by Kemari are without obligation and must be confirmed by the client within the period of acceptance stated in the offer. All offers are accompanied by a copy of these general terms and conditions.

2.3 If and insofar as the client has provided Kemari with data on the basis of which Kemari has made an offer, the client guarantees the completeness and correctness of such data.

2.4 The content of any leaflets or printed matter provided by Kemari as promotional material, as well as texts on any website used by Kemari, shall not bind Kemari in any way.

ARTICLE 3 - AGREEMENTS

3.1 The agreement between Kemari and the client is concluded by the client's acceptance of the offer made by Kemari (refer to article 2). At the discretion of Kemari the offer can be accepted electronically (e.g. via the website of Kemari, email, telephone, SMS or similar technologies) or in writing (by signed letter or signed fax message) to Kemari. Acceptance by telephone shall be confirmed in writing forthwith by Kemari to the client.

3.2 The agreement between Kemari and the client is also concluded by the start of the performance of the agreement between Kemari and the client and/or commencement of the agreed work and/or submission by Kemari of the invoice for the agreement between Kemari and the client.

3.3 If the acceptance deviates from the content of the offer, even in minor details, Kemari shall not be bound thereto. In that case, the agreement shall not be concluded in accordance with such acceptance, unless Kemari explicitly indicates otherwise.

3.4 If, at any time during the performance of the agreement between Kemari and the client, it becomes apparent that it will be necessary to amend or supplement the

agreement in order to enable its proper performance, Vasquez shall notify the client thereof as soon as possible. In that case Kemari and the client shall consult without delay in order to agree on amending or supplementing the agreement. Any amendments or additions agreed between Kemari and the client shall be confirmed in writing by Kemari to the client (refer to article 3.1).

3.5 This provision applies in case the agreement between Kemari and the client is amended or supplemented (refer to article 3.4) because Kemari has to perform additional work ('extra work'). Work is considered extra work if the additional work results in the agreed budget being exceeded or if the additional work falls outside the functional scope of the assignment specified in the agreement between Kemari and the client. In case of extra work the costs shall be calculated according to the usual hourly rates of Kemari applicable in the period in which the work is performed, unless a different hourly rate has been agreed. In deviation from the provisions of article 3.4 of these general terms and conditions Kemari shall be entitled to perform said extra work without the prior written permission of the client, insofar as the (additional) costs thereof do not exceed 10% (ten per cent) of the price originally agreed for the performance of the assignment.

3.6 Depending on the specific nature of the agreement between Kemari and the client, the provisions of these general terms and conditions may be deviated from in the agreement.

3.7 Kemari shall endeavour to perform the assignment carefully and independently. Insofar as required for the performance of the assignment and agreed with the client, Kemari shall inform the client periodically of the progress of the work to be performed.

3.8 Unless explicitly agreed otherwise in advance, performing tests and assessing whether the instructions of the client comply with legal or quality standards are not part of the assignment given to Kemari.

3.9 Before proceeding to production, reproduction or publication Kemari and the client shall give each other the opportunity to check and approve the latest models, prototypes and samples with regard to the work under the agreement (refer to article 8). This opportunity will be given twice for each assignment, at times agreed between the parties.

3.10 Materials used for the performance of the agreement, such as designs, drawings, films, software, electronic files, reports, formats, etc., may be used by Kemari for its own promotion and/or publicity and shall remain the property of Kemari, regardless of whether these have been made available to the client or third parties at any time.

3.11 The client may not transfer any right arising from the agreement concluded with Kemari to third parties.

3.12 Kemari and the client shall treat as strictly confidential and keep secret all information they receive from each other in the context of the agreement, whether in oral, written, electronic or any other form, including but not limited to software, source code, programs, applications, client data, know-how, technical specifications and documents. Information shall be regarded as confidential if this has been communicated by the other party or if this follows from the nature of the information. Kemari and the client shall only use such confidential information for the purposes it has been provided for and to the extent necessary for the performance of the agreement.

ARTICLE 4 - THE CLIENT

4.1 The client undertakes to provide and keep up to date all information, such as contact and personal details and content reasonably required for the performance of the agreement between Kemari and the client.

4.2 The client undertakes to supply on time and in full all relevant materials for the performance of the agreement that must be provided by the client under the agreement. These materials are and shall remain for the account and risk of the client as far as errors and shortcomings in these materials are concerned.

4.3 As regards its systems and infrastructure the client must comply with the technical specifications set out by Vasquez in the agreement between Kemari and the client. In addition the client must take the security measures set out in the agreement between Kemari and the client, which must ensure an appropriate level of security, taking into account among other things the current state of technology and the confidentiality of information.

4.4 The client shall give Kemari or any third parties engaged

by Kemari the opportunity to perform work in the context of the performance of the agreement between Kemari and the client.

4.5 If the client fails to fully and unconditionally render the cooperation described in the previous paragraph of this article, the client shall be liable for all (additional) costs incurred and to be incurred in connection with any inconvenience experienced by Kemari and/or any delay in the performance of the agreement between Kemari and the client.

4.6 In case the client wishes to give an assignment simultaneously to one or more third parties, it shall inform Kemari thereof in advance. The client shall also be held to do so in case it has previously given a similar assignment to one or more third parties.

ARTICLE 5 - TERM OF THE AGREEMENT

5.1 Kemari enters into continuing performance agreements with her clients in the form of one or more subscriptions. For a full overview of the subscriptions offered by Kemari visit the website <https://www.Kemari.nl>. A subscription is entered into for the duration indicated in the agreement, with a minimum duration of one month. After expiry of the agreed term, the subscription is automatically renewed for the same duration, unless the subscription has been cancelled in writing in time. The notice period is one month before the end date of the (extended) term. Cancellation must be made in writing. After cancellation, the client is not entitled to a refund of payments already made by him and a payment obligation remains until the end of the agreed term (see article 10 and 11).

5.2 A subscription can only be cancelled at the end of the (extended) term, as described in article 5.1. A subscription may not be cancelled prematurely. If the client does cancel the subscription contrary to this, then the client must pay Kemari a lump sum to be determined by Kemari.

ARTICLE 6 - ENGAGEMENT OF THIRD PARTIES

6.1 Unless explicitly agreed otherwise in writing in advance, any assignments to third parties in connection with the performance of the agreement between Kemari and the client shall in principle be given by or on behalf of the client. At the request of the client Kemari can act as an authorised representative of the client, for the account and risk of the client. In that case Kemari and the client shall agree a separate fee for this for Kemari.

6.2 The client authorises Kemari to accept conditions stipulated by these third parties on its behalf, also if these conditions contain limitations of liability. The client shall also indemnify Kemari for all claims of these third parties related to claims of the client against these third parties. Kemari shall not be liable for any shortcomings of third parties engaged in the context of the performance of the assignment.

ARTICLE 7 - DELIVERY TERMS OF KEMARI

7.1 All delivery terms stated by Kemari are indicative.

7.2 Delivery terms stated by Kemari can never be considered strict deadlines.

7.3 In case delivery terms are exceeded, the client cannot derive any rights or claims therefrom towards Kemari, unless explicitly agreed otherwise in writing.

7.4 All deliveries to be made by Kemari under the agreement with the client shall take place in the agreed manner and within the agreed term.

7.5 If and insofar as it has been agreed that Kemari will provide services in phases, Kemari shall be entitled to postpone the commencement of the services that belong to a phase until the client has approved in writing the work or results of the previous phase (refer to article 8).

7.6 If the client at any time refuses a delivery by Kemari, or at least refuses to render its full and unconditional cooperation, including the refusal to provide information and/or instructions necessary for the delivery, then Kemari shall automatically be entitled to postpone the delivery until further notice without Kemari being liable towards the client in any way.

ARTICLE 8 - ACCEPTANCE

8.1 The client must inspect the work performed or products delivered by Kemari under the agreement between Kemari and the client immediately after the performance or delivery. In case Kemari has to install or implement one or more of the products delivered to the client under the agreement, the client must perform the said inspection immediately after the installation or implementation. The client shall confirm this in writing at the first request of Kemari.

ARTICLE 9 - COMPLAINTS

9.1 The client must report in writing any complaints regarding defects or faults in the products or services delivered by Kemari, within eight (8) days after delivery or (in case Kemari takes care of the installation or implementation) within eight (8) days after the installation or implementation. Furthermore, the nature and basis of complaints have to be specified in detail, all this on penalty of cancellation of all claims of the client.

9.2 If no defect or fault is reported within the period stated in the previous paragraph, the products delivered by Kemari under the agreement with the client shall be deemed to be accepted by the client, notwithstanding any warranties provided by Kemari (refer to article 17).

9.3 Any defects or faults discovered by the client during an inspection after the delivery and reported to Kemari in a timely manner in accordance with the first paragraph of this article, shall in principle be remedied by Kemari free of charge. Kemari shall not be obliged to remedy any defects or faults if and to the extent that they result from alterations or repairs by the client itself to the products delivered by Kemari under the agreement with the client. Nor shall Kemari be obliged to remedy any defects or faults if the client uses the products delivered by Kemari for purposes other than the normal business purposes.

ARTICLE 10 - FEE AND PRICES

10.1 The client shall pay the price (fee) for the products and/or services as specified in the agreement between Kemari and the client. If no fixed fee is agreed, the fee shall be determined on the basis of actual hours worked. The fee shall be calculated according to the usual hourly rates of Kemari applicable in the period in which the work is performed, unless a different hourly rate has been agreed.

10.2 All fees, rates and prices stated by Kemari are exclusive of turnover tax (VAT).

10.3 All fees, rates and prices stated by Kemari are in euro.

10.4 The agreement between Kemari and the client is concluded at the then applicable rates and prices, as set by Kemari, unless explicitly agreed otherwise in advance between Kemari and the client.

10.5 Kemari is entitled to increase its rates and prices on 1 January of each calendar year. Kemari shall notify the client forthwith of any increase. Kemari shall only be entitled to increase its prices within the meaning of this article on account of legal obligations applicable to Kemari, a rise in wage costs, inflation or on account of any other grounds not foreseeable at the time of the conclusion of the agreement.

10.6 Kemari may stipulate an advance payment when the agreement with the client is concluded. The advance payment amounts to up to 50% of the value of the assignment that the agreement between Kemari and the client pertains to. Kemari shall be entitled to request further advance payments during the performance of the agreement with the client. Invoicing and payment of the said advance payments shall be effected in accordance with article 11 of these general terms and conditions.

ARTICLE 11 - PAYMENT

11.1 Payment shall be made by the client after receipt of an invoice from Kemari, in the manner indicated on the invoice. Kemari reserves the right to send invoices as an attachment to an email to the client.

11.2 Payment by the client shall be made within fourteen

(14) days of the date of invoice, unless explicitly agreed otherwise in writing between Kemari and the client in advance.

11.3 The client is not entitled to suspend or set off any payments due to Kemari. Any complaints reported by the client to Kemari (refer to article 9) regarding the performance of the agreement between Kemari and the client and/or an invoice or invoice amount, do not give the client any right to suspension or set-off.

11.4 In case of late payment of an invoice the client shall be in default to Kemari by operation of law, without any notice of default by Kemari being required.

11.5 If, in the event that the client fails to make payment in full and on time, Kemari proceeds to the collection of one or more overdue invoices, Kemari may charge default interest at a rate of 8% per month or part of a month. Furthermore all judicial and extrajudicial costs incurred in connection with the collection of invoices shall be for the account of the client. The judicial costs claimed in case of legal proceedings to collect one or more overdue invoices shall not be limited to such procedural costs as are ordered to be settled, but shall be owed by the client in their entirety.

11.6 Payments made by the client to Kemari shall first be applied to settle any claims Kemari may have against the client. Thereafter payments made by the client shall serve to pay any interest due and costs incurred as referred to in article 11.5 and subsequently to pay outstanding invoices.

11.7 In the event that the client goes bankrupt, is granted a (provisional) suspension of payments or is liquidated, all amounts owed by the client to Kemari under the agreement shall be immediately due and payable.

11.8 The client must submit complaints regarding invoices in writing to Kemari, within fourteen (14) days of the date of invoice, on penalty of cancellation of all claims.

ARTICLE 12 - INTELLECTUAL PROPERTY

12.1 Unless explicitly agreed otherwise in writing, all intellectual property rights arising from the assignment shall belong to Vasquez. If and insofar as such a right can only be created by filing or registration, only Kemari is permitted

to take such steps.

12.2 Unless explicitly agreed otherwise in writing, nothing in the agreement between Kemari and the client is intended to transfer intellectual property rights from Vasquez to the client. Nor is anything in the agreement intended to transfer the results of services delivered by Kemari to the client in the performance of the agreement.

12.3 Unless explicitly agreed otherwise in writing, it is not part of the scope of the assignment given to Kemari as specified in the agreement between Kemari and the client to investigate the existence of any third-party intellectual property rights. The client shall indemnify Kemari in this regard against possible third-party claims in connection with the infringement of intellectual property rights in the context of the performance of the agreement between Kemari and the client.

12.4 Unless explicitly agreed otherwise in writing, the client is explicitly not permitted to remove or alter any designation of intellectual property rights from services (or the results therefrom) delivered by Kemari to the client in the performance of the agreement.

12.5 Vasquez does explicitly not waive its personality rights within the meaning of Article 25 of the Dutch Copyright Act. Kemari is in principle entitled to state or have stated its name on the services (or the results therefrom) delivered by Kemari in the performance of the agreement. Unless explicitly agreed otherwise in writing, the client is explicitly not permitted to remove or alter such name.

12.6 Unless explicitly agreed otherwise in writing, Kemari may use the services (or the results therefrom) delivered by Kemari in the performance of the agreement, as well as the materials used for the performance of the agreement, such as designs, drawings, films, software, electronic files, reports, formats, etc., for its own promotion and/or publicity.

ARTICLE 13 - USE AND LICENCE

13.1 Unless agreed otherwise the client shall only acquire non-exclusive, non-transferable user rights to the software, partitions, documents, reports, etc. developed, prepared or made available by Kemari to the client in the

context of the performance of the agreement between Kemari and the client, if and insofar as explicitly arranged in these general terms and conditions or otherwise explicitly granted in writing.

13.2 The client is explicitly not permitted, except with the prior written consent of Kemari, to have the products delivered by Kemari, such as software – including any changes made thereto by Kemari at the request of the client – used by third parties. The client is also not permitted, without the explicit prior written consent of Kemari, to copy, change or reproduce the said products.

ARTICLE 14 - PRIVACY

14.1 The client acknowledges and consents to the processing by Kemari of the personal data of the client, including its name, full address, email address and telephone number, when the client purchases products and/or services from Kemari. Kemari will store this data in a database that is used for the performance of the agreement between Kemari and the client. 'Performance of the agreement' is also deemed to include the taking of measures by Kemari to improve the service to the client and the provision of information and offers to the client.

14.2 The client has the right to access its personal data collected by Kemari and the right to have it corrected. The client can exercise these rights by submitting a written request to Kemari.

14.3 Kemari will treat the personal data of the client with due care and confidentiality. Kemari will never disclose this data to third parties, unless obliged to do so under the law or a court decision. Kemari complies with the provisions of the General Data Protection Regulation (GDPR).

14.4 The client acknowledges and consents to the processing by Kemari of the personal data of the client's customers, including their name, full address, email address and telephone number. Kemari will store this data in a database that is used for the performance of the agreement. Insofar as required the obligations of the client ('Controller') and Kemari ('Processor') are set out in more detail in a processing agreement, which (if applicable) will form an integral part of these general terms and conditions.

ARTICLE 15 - SECURITY

15.1 If Kemari is required to provide any form of information security under the agreement with the client, then this security shall meet the specifications set out in the agreement.

15.2 Kemari does not guarantee that the security of information is adequate and efficacious under all circumstances.

15.3 If and to the extent that security measures are not explicitly defined in the agreement between Kemari and the client, Kemari shall take security measures that, in its opinion and at its discretion, ensure an appropriate level of security, taking into account among other things the current state of technology and the confidentiality of information.

15.4 Access or identification codes and certificates provided by Kemari to the client for the performance of the agreement are deemed confidential and must be treated as such by the client. This means, among other things, that the client shall only disclose said codes and certificates to authorised personnel within its own organisation. Kemari has the right to change access or identification codes and certificates.

ARTICLE 16 - BACKUPS

16.1 Insofar as reasonably possible the client itself shall be responsible for making timely backups (copies of digital data and/or files). Kemari shall inform the client, at its first request, of the procedures required for the security of data (refer to article 15) and making backups.

16.2 Kemari shall make backups if and to the extent explicitly agreed in writing with the client.

16.3 After termination of the agreement between Kemari and the client, all data stored by Kemari for the client shall be retained until thirty (30) days after the termination of the agreement and shall be available to the client to download. After expiry of this period the said data will be deleted by Kemari, without any further notice to and without any claims for the client.

ARTICLE 17 - WARRANTIES

17.1 Kemari shall use its best endeavours to provide its services to the client with due care. All Kemari's services are provided on the basis of Kemari's obligation to perform to the best of its ability, unless specific obligations which are sufficiently determinable are specified in the agreement between Kemari and the client.

17.2 Only warranties explicitly agreed (if applicable) in the agreement between Kemari and the client shall apply to the products and/or services delivered by Kemari to the client under the agreement.

17.3 If products delivered to the client by Kemari under the agreement have a manufacturer's warranty, the relevant product warranty provisions of that manufacturer shall apply, to the exclusion of these general terms and conditions.

17.4 Any warranties provided by Kemari as referred to in article 17.2 shall lapse if the client makes alterations or repairs (or has them made) to the products delivered by Kemari, or if the client uses the products for purposes other than the normal business purposes.

17.5 The client acknowledges and accepts that Kemari cannot guarantee that all products delivered by Kemari under the agreement concluded with the client, in particular software, will function without any failures or incidents. 'Incidents' include but are not limited to interruptions and error messages (refer to article 21).

17.6 Kemari warrants it has an adequate quality monitoring system in place for its products and services, to be able to comply with its obligations set out in the agreement with the client.

ARTICLE 18 - LIABILITY

18.1 Without prejudice to the provisions of article 17 of these general terms and conditions Kemari excludes all liability to the client in connection with the performance of the agreement between Kemari and the client, for any and all damage, howsoever arising, including all direct and indirect damage, such as damage to products, loss of data, consequential damage and loss of profits.

18.2 Should Kemari nonetheless be liable for any damage

or loss suffered by the client, then the total contractual and non-contractual liability (except liability resulting from intent or gross negligence) of Kemari and its directors and employees (if applicable) shall be limited to the amount that would be paid out in the relevant circumstances under the liability insurance taken out by Kemari, increased by the excess amount under the terms of the relevant insurance. If the insurer does not pay out for whatever reason, the liability of Kemari shall be limited to the amount of the fee (including VAT) Kemari has charged for the performance of the assignment the claim is related to, which amount must have been paid by the client in the six (6) months prior to the written notice of liability by or on behalf of the client, up to a maximum of €10,000 (ten thousand euros).

18.3 If the client fails to lodge a claim for compensation against Kemari within one (1) year after the client discovered or should reasonably have discovered the damage, the said right of action shall lapse.

18.4 The client shall indemnify Kemari against any and all third-party claims due to damage arising as a result of or in connection with the performance of the agreement between Kemari and the client.

ARTICLE 19 - SUSPENSION

19.1 In addition to its rights conferred by law, Kemari has the right, at its discretion, to suspend compliance with its obligations under the agreement with the client, in particular if:

(a.) after the agreement with the client has been concluded, Kemari becomes aware of circumstances on the basis of which it has good grounds to fear that the client shall not or no longer fulfil its obligations under the agreement;

(b.) Kemari stipulated one or more advance payments when the agreement with the client was concluded, in order for the client to meet its payment obligations under the agreement (refer to article 10.6), and these advance payments have not been made in full and on time.

19.2 This applies without Kemari being liable to pay the client any compensation of any kind.

19.3 The right to suspend compliance with its obligations under the agreement is explicitly excluded for the client.

ARTICLE 20 - TERMINATION AND DISSOLUTION OF THE AGREEMENT

20.1 The parties may terminate the agreement at any time, provided that this is done in writing (by registered letter with return receipt requested), stating the reasons. A notice period of thirty (30) days must be observed. If the agreement is terminated prematurely by the client, Kemari shall be entitled to monetary compensation. The compensation shall consist of a fee for at least the actual hours worked by Kemari until the time of termination of the agreement at the usual hourly rates of Kemari applicable in the period in which the work is performed. The log files and records of Kemari shall constitute conclusive evidence of the actual hours worked by Kemari until the termination of the agreement. Furthermore the client shall be obliged, in the event of premature termination, to compensate Kemari for the costs incurred for work carried out up to that point. The provisional results of the work carried out up to that point shall be made available to the client after payment of all that is owed. Article 8 of these general terms and conditions shall apply mutatis mutandis in that event.

20.2 In addition to its other rights under the agreement with the client, under these general terms and conditions, and under the law, Kemari has the right to dissolve the agreement with the client in its entirety or the part of the agreement that has not been performed yet, without any further notice of default or judicial intervention being required, in particular if the client:

- (a.)** fails to comply with one or more obligations under the agreement between Kemari and the client;
- (b.)** is declared bankrupt;
- (c.)** applies for a (provisional) suspension of payments;
- (d.)** offers its creditors an arrangement;
- (e.)** ceases its business activities;
- (f.)** liquidates its company; or
- (h.)** if the assets of the client are attached within the meaning of Article 700 et. seq. of the Dutch Code of Civil Procedure; or
- (i.)** if the control of the company of the client changes, directly or indirectly.

20.3 Kemari may exercise the right described in the second

paragraph of this article without being liable to pay the client any compensation of any kind.

20.4 Dissolution of the agreement as referred to in the second paragraph of this article does not affect the right of Kemari to claim full compensation for the damage suffered by it in connection with the dissolution.

ARTICLE 21 - FORCE MAJEURE

21.1 In the event of force majeure Kemari has the right, at its discretion and without judicial intervention, to suspend the agreement for a period of not more than thirty (30) days, or to dissolve the agreement in its entirety or partly. This applies without Kemari being liable to pay the client any compensation of any kind.

21.2 For the purpose of this article 'force majeure' includes but is not limited to any circumstance beyond the control of Kemari, such as war, the threat of war, civil war, riots, wilful damage, fire, water damage, flooding, strikes, sit-ins, lockouts, government measures, mechanical faults, hardware breakdowns, disruptions to the energy supply, disruptions in telecommunication equipment, disruptions of internet connections, both at the business of Kemari and at the businesses of third parties from which Kemari obtains all or part of its materials or services, in addition to all other causes beyond the fault or control of Kemari.

ARTICLE 22 - APPLICABLE LAW

22.1 These general terms and conditions, as well as all offers and agreements falling under these general terms and conditions, are governed exclusively by Dutch law.

22.2 Any and all disputes between Kemari and the client shall in principle be submitted to the Court of Overijssel, location Almelo. This is without prejudice to the right of Kemari to submit a dispute to any other court or tribunal in certain cases.

APPENDIX A: WEBSITE & DEVELOPMENT

ARTICLE 23 - WEBSITE & DEVELOPMENT

23.1 The below provisions apply in full to websites designed and delivered by Kemari, or, if applicable, to websites developed by third parties and hosted by Kemari.

23.2 Kemari designs and develops the website of the client, possibly with a content management system to manage the content and layout of the website.

23.3 The website is developed on the basis of specifications set out in the agreement between Kemari and the client and using content and graphical data to be provided by the client to be used for the development.

23.4 Unless the agreement between Kemari and the client provides otherwise, Kemari is responsible for placing the draft texts and finalisation of the design.

23.5 If Kemari places and/or reads cookies for the client, the client warrants that Kemari complies with the applicable law and regulations, including the General Data Protection Regulation (GDPR).

ARTICLE 24 - WEBSITE & MANAGEMENT SERVICES

24.1 The client is responsible for the lawful use of the website, including the use of textual and graphical elements and the content. In this regard the client indemnifies Kemari against any and all third-party claims due to damage arising as a result of or in connection with the use of the website (refer to article 18).

24.2 Kemari can implement a content management system during the development of the website, the management of which is transferred to the client. In that case the management of the website is fully for the risk and account of the client.

24.3 Kemari and the client can conclude a webmaster service agreement in which they agree that Kemari will be responsible for the management of the website. The management services will consist of (a) processing requests from the client to make changes to the website, (b) making conceptual changes to the website, and (c) providing technical updates.

24.4 Kemari will provide the services referred to in the previous paragraph of this article under (a) and (b) after a written request thereto from the client.

24.5 In addition to the provisions of article 7.6 of these general terms and conditions the client will ensure a back-up is created of the most recent version of the website before the above-mentioned changes are made (refer to article 16).

24.6 In the context of the performance of the webmaster service agreement referred to in the second paragraph of this article, Kemari will:

(a.) inform the client about the availability of extensions and improvements for the website developed by Kemari in the form of new versions and releases of supporting software and services as referred to in article 24.3 under (c);

(b.) provide the client with new releases of software as soon as a stable version is available for the relevant hosting platform. The client will install these new releases itself after receipt or will have them installed by Kemari.

24.7 Management services do not include activities other than those described in article 24.3 and, in particular, activities as a result of:

(a.) incorrect functioning of the website as a result of imperfections in equipment or (system) software used by the client, on which or in connection with which the website is used;

(b.) incorrect functioning of the website if it is used in conjunction with software not supplied or recommended by Kemari (refer to article 23.3);

(c.) use of the website and/or the content management system contrary to any corresponding documentation or instructions of Kemari.

ARTICLE 25 - DOMAIN NAMES

25.1 Kemari is authorised to act and sign on behalf of the client in respect of the registration, extension, transfer and termination of domain names as well as the change of domain names and data. The client will provide an explicit written authorisation to that effect.

25.2 The client is the holder of the domain name and has the right to use the domain name registered with the registry (the organisation managing a database with the

details of domain name holders, administrative contacts and technical contacts).

25.3 In this regard the client indemnifies Kemari against any and all liability for the failure to register or renew domain names correctly, on time or at all.

25.4 The client is responsible for setting a redirect for the domain name. As long as the client has not set this redirect, Kemari may set its own redirect.

ARTIKEL 26 - WARRANTY

26.1 In addition to the provisions of the second paragraph of article 17 of these general terms and conditions, Kemari warrants the proper functioning of the website delivered for a period of fourteen (14) days after delivery.

26.2 For changes made after delivery of the website a warranty period of fourteen (14) days applies.

26.3 Kemari shall not be obliged to resolve issues regarding the functioning of the website that are discovered more than fourteen (14) days after delivery and that are, in the opinion of Kemari, due to, for example, changes in the environment or other technical factors (including browsers, hosting infrastructure, operation systems and modified standards).

APPENDIX B: HOSTING

ARTICLE 27 - HOSTING

27.1 If the agreement between Kemari and the client includes the storage and/or transmission of content supplied by the client for third parties, such as in the case of web hosting, virtual servers and email services, the provisions of article 27 up to and including 31 of this appendix to the general terms and conditions also apply.

27.2 As soon as possible after the conclusion of the agreement with the client, Kemari will set up a space for the performance of the services referred to in the first paragraph of this article.

27.3 If and to the extent agreed in the agreement with the client, Kemari shall send the login details for access to this space to the client forthwith.

27.4 In addition to the provisions of the first paragraph of article 17 of these general terms and conditions, Kemari shall endeavour to ensure adequate and uninterrupted availability of the services described in this article and the associated systems and networks. This also applies to the access of the client to the relevant data stored. However, Kemari explicitly offers no warranties as to the quality and/or availability in this regard, unless agreed otherwise in a Service Level Agreement (SLA) to be concluded separately with the client.

27.5 The client hereby grants to Kemari an unrestricted licence to distribute, store, transmit and/or copy all content shared by the client via the systems used by Kemari to perform the agreement, in any way deemed appropriate by Kemari.

ARTICLE 28 - RULES OF CONDUCT

28.1 The provisions of this article are in addition to the provisions of article 17.4 of these general terms and conditions.

28.2 It is strictly forbidden for the client, through the use of products and/or services delivered by Kemari:

(a.) to offer or distribute content that, in the opinion of Kemari, may infringe the rights of third parties, including but not limited to hacking tools and information inciting illegal behaviour ('cybercrime');

(b.) to offer or distribute content that contains harmful components such as viruses or spyware;

(c.) to offer or distribute content that contains hyperlinks, torrents or references to (sites of) material that, in the opinion of Kemari, manifestly infringes copyrights, trademark rights, portrait rights or any other third-party intellectual property rights;

(d.) to offer or distribute content that, in the opinion of Kemari, is manifestly defamatory, libellous, offensive, insulting and/or discriminating by nature and/or purport;

(e.) to offer or distribute content that, in the opinion of Kemari, may violate the privacy of third parties, including

in particular but not limited to the unauthorised or unnecessary disclosure of personal data;

(f.) to offer or distribute content that, in the opinion of Kemari, contains unsolicited commercial and/or idealistic content;

(g.) to offer or distribute content that contains (child) pornography or, in the opinion of Kemari, is aimed at helping find pornographic material.

28.3 If the client, in the opinion of Kemari, at any time during the performance of the agreement between Kemari and the client, fails to comply with the rules of conduct referred to in this article, Kemari shall have the unconditional right to take all legal and other actions it deems reasonably necessary. In that case the client shall be liable for any and all costs incurred by Kemari in that regard. The foregoing does not affect the right of Kemari to claim full compensation for any damage suffered by it in such case.

28.4 Kemari may take the actions described in the third paragraph of this article without being liable to pay the client any compensation of any kind.

ARTICLE 29 - STORAGE AND DATA LIMITS

29.1 Kemari is entitled to set a maximum for the storage capacity, bandwidth and/or data traffic that the client can use each period in the context of the performance of the agreement between Kemari and the client.

29.2 Any unused storage capacity, bandwidth and/or data traffic cannot be carried over to a subsequent period under the agreement between Kemari and the client, unless explicitly agreed otherwise in writing in advance.

29.3 If the client exceeds the limits referred to in the first paragraph of this article, Kemari shall immediately notify the client thereof by email. In that case Kemari shall be entitled to charge the client reasonable costs for such excess. Following on the provisions of article 10.1 of these general terms and conditions, the usual (service) rates of Kemari shall apply in that case.

29.4 The log files and records of Kemari shall constitute conclusive evidence of the storage capacity, bandwidth and/or data traffic used by the client.

ARTICLE 30 - WARRANTY

30.1 In addition to the provisions of article 17 of these general terms and conditions, Kemari warrants that (changes to) the configuration or software on its hosting infrastructure (including but not limited to in case of updates) will not adversely affect the operation of the hosted web applications. This warranty applies to the extent that the web applications were developed by Kemari and have been hosted by Kemari on its hosting infrastructure uninterruptedly since the delivery.

ARTICLE 31 - TERMINATION OF THE AGREEMENT

31.1 After termination of the agreement between Kemari and the client, all data stored by Kemari for the client shall be retained until thirty (30) days after the termination and shall be available to the client to download, without any further notice to and without any claims for the client.

31.2 After expiry of the period referred to in the previous paragraph the said data will be deleted by Kemari, without any further notice to and without any claims for the client.

March 2019 filed with the Chamber of Commerce for East Netherlands in Enschede under number 56945221.