



2MAKE IT WORK

GENERAL TERMS AND CONDITIONS



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GENERAL PROVISIONS

Article 1 Applicability

- 1.1 The following General Terms and Conditions apply to every tender, offer and Agreement between 2MakeITwork B.V. (hereinafter referred to as '2makeITwork') and a Customer. Derogations from and/or addendums to these General Terms and Conditions shall only have effect if these have been agreed In Writing.
- 1.2 2makeITwork shall be entitled to amend its (General) Terms and Conditions. The amendments shall come into effect four weeks after the notification or at a later date set out by 2makeITwork in the notification. If the Customer does not agree to an amendment, the Customer can terminate the Agreement In Writing with commencement on the date on which the new General Terms and Conditions shall come into effect. The notice of termination must have been received by 2makeITwork prior to the commencement date of the amendment.
- 1.3 The present General Terms and Conditions also apply to the Agreements with 2makeITwork for the performance of which third parties must be involved by 2makeITwork.
- 1.4 The applicability of purchase terms and conditions, invitation to tender terms and conditions, or other terms and conditions of the Customer related to current or future tenders, offers and Agreements is expressly excluded.
- 1.5 Even if 2makeITwork does not, or has not, always required compliance with the General Terms and Conditions, 2makeITwork shall never lose the right to require compliance with the General Terms and Conditions.
- 1.6 If one or more provisions of these General Terms and Conditions were at any time to be wholly or in part null and void or declared void, the remaining provisions of these General Terms and Conditions shall continue to be fully applicable. In that event 2makeITwork and the Customer shall enter into consultation in order to agree to new provisions for the replacement of the null and void or voided provisions, in the course of which the objective and the meaning and effect of the original provisions shall be observed as much as possible.

- 1.7 These General Terms and Conditions replace all previous versions of the General Terms and Conditions of 2makeITwork.

Article 2 Definitions of terms and definitions

In the General Terms and Conditions and Agreements with 2makeITwork, the following definitions shall pertain:

- a. 2makeITwork: the legal entity as referred to above, which has declared the applicability of these General Terms and Conditions to an offer to or an Agreement with the Customer.
- b. General Terms and Conditions: these general terms and conditions.
- c. Customer: those to whom 2makeITwork delivers Services and/or Products on the basis of an Agreement or as the case may be, to whom a right of use is provided.
- d. Agreement: the Agreement concluded between 2makeITwork and the Customer, to which these General Terms and Conditions apply. The Agreement can relate to the delivery of Products, the provision of Services and/or the provision of a Licence.
- e. In Writing: by (registered) mail or by email.
- f. Configuration: the combination of Hardware, Software and settings aligned and composed in accordance with the wishes of the Customer.
- g. Software: the program that applies to standard software as well as tailor-made software, for which the Customer acquires a Licence under the Agreement.
- h. Hardware: all physical electronic and mechanical parts in and around computer systems.
- i. Licence: the right to be given by 2makeITwork to the Customer to be permitted to make use of the Software developed and owned by 2makeITwork, or the Software that is developed by third parties.
- j. Licence Agreement: the Agreement that contains the conditions of the Licence.
- k. Products: all products delivered by 2makeITwork to the Customer as agreed in the Agreement and/or the offer.
- l. Services: the service(s) as provided by 2makeITwork to the Customer and

- specified in the Agreement and/or the offer.
- m. System: the entirety of Hardware and Software, whether or not configured, which shall be delivered to the Customer on the basis of the Agreement.
 - n. Defect or error: the failure of a delivered Product and/or Service to meet the agreed specifications.

Article 3 Price, invoicing and payment

- 3.1 The tenders and offers from 2makeITwork are without obligation and valid for 14 days after dispatch, unless otherwise stated in the offers. Tenders can be made subject to the simultaneous proviso of approval by the management.
- 3.2 The amounts referred to in the tenders and offers from 2makeITwork are excluding VAT and other duties and contribution made mandatory by the government, unless expressly stated otherwise.
- 3.3 The amounts referred to in the tenders and offers from 2makeITwork are set out in Euros (€), unless another currency is expressly stated.
- 3.4 In the event of the slightest doubt regarding the accuracy of the tender or offer, the Customer shall be obliged to submit this to 2makeITwork for verification. 2makeITwork cannot be bound by obvious mistakes and clerical errors in tenders and offers.
- 3.5 The Agreement shall come into effect as soon as a tender or offer from 2makeITwork is accepted by the Customer and this acceptance has been received by 2makeITwork. 2makeITwork requires in all cases that the concluded Agreement is recorded In Writing.
- 3.6 If the tenders or offers are (partly) based on the cost price of goods and services of third parties, and this cost price is increased after the coming into effect of the Agreement, 2makeITwork retains the right to pass this increased cost on to the Customer.
- 3.7 If a Product and/or Service has not yet been delivered, or no fixed price has been stipulated, 2makeITwork retains the right to adjust its rates in accordance with the Consumer Price Index with base year 2006 (CPI 2006 = 100), unless agreed otherwise. The prices can be annually adjusted on the basis of the index with effect from 1 January.

- 3.8 Payment must take place within 30 days after the invoice date, in the manner to be stated by 2makeITwork and in the currency in which it is invoiced, unless otherwise stated In Writing by 2makeITwork.
- 3.9 If the Customer remains in default of payment of an invoice in a timely manner, the Customer shall be in default by operation of law. In that case the Customer shall owe the statutory (commercial) interest from the due date of the invoice.
- 3.10 In the event that payment is not made in a timely manner, the Customer shall be obliged, in addition to the amount owed and the associated interest, to payment in full of the extrajudicial collection costs in conformity with the Extrajudicial Collection Costs (Fees) Decree, or as the case may be, an arrangement that has replaced it, as well as the fees of lawyers, bailiffs and/or collection agencies. Any judicial and enforcement costs incurred shall also be recovered from the Customer.
- 3.11 2makeITwork has the right to apply the payments made by the Customer firstly to settle the costs, subsequently to settle the interest arrears and lastly to settle the principal sum and the accrued interest.
- 3.12 Objections to the sums stated on an invoice shall not suspend the payment obligation. Customers who are not permitted to rely on Part 6.5.3 (Sections 231 up to and including 247 of Book 6) of the Civil Code shall also not be entitled to suspend payment of an invoice for another reason.
- 3.13 In all events, 2makeITwork has the right to stipulate advance payment for the delivery of Services and Products.
- 3.14 If a Product has been ordered, extra costs can be charged per order related to the dispatch and/or administrative records. At the delivery of the Product the invoicing shall take place simultaneously with the dispatch.
- 3.15 The Customer shall never be entitled to set-off of the amounts owed by the Customer to 2makeITwork.

Article 4 Delivery and delivery period

- 4.1 The Agreement between 2makeITwork and the Customer is entered into for an indefinite period, unless the nature of the Agreement implies otherwise, or if parties expressly agree otherwise In Writing. The rights derived by the Customer from the Agreement, are not transferable to third

parties, unless 2makeITwork has agreed to this In Writing.

- 4.2 2makeITwork shall perform the Agreement to the best of its knowledge and ability and in accordance with high standards, all this on the basis of the state of knowledge at that time.
- 4.3 The delivery of Products and/or Services or as the case may be the execution of work shall take place as soon as possible, unless agreed otherwise.
- 4.4 All dates and periods are target dates and periods, unless a fixed date or period has been expressly agreed.
- 4.5 Unless agreed otherwise In Writing, 2makeITwork shall be entitled to perform the Agreement in various stages and to invoice separately for the part thus performed.
- 4.6 2makeITwork shall execute the agreed work on the basis of the information and data provided by the Customer. The Customer shall be responsible for ensuring the correct delivery in a timely manner of the information and data regarding which 2makeITwork states that these are necessary, or regarding which the Customer reasonably ought to understand that these are necessary for the performance of the Agreement. The execution period does not commence until after the Customer has made all relevant information and data available to 2makeITwork. 2makeITwork shall not be liable for damage, of whatever nature, even if this is the direct or immediate result of a failure in the performance of the Agreement, if this failure is the direct or indirect result of incorrect or late delivery of the information and data referred to in the previous sentence. 2makeITwork shall have the right to suspend the performance of the Agreement if the information and the data required for the performance of the Agreement are not provided to 2makeITwork in a timely manner.
- 4.7 If during the performance of the Agreement it appears that it is necessary for the proper performance thereof to amend and/or add to the Agreement, parties shall in a timely manner and in mutual consultation proceed with adjustment of the Agreement. If the nature, extent or contents of the Agreement, whether or not on the request or instructions of the Customer, is amended and as a result the Agreement is changed from a qualitative and/or quantitative point of view, this can have consequences for the contents of the

Agreement. The Customer accepts the possibility of amendment of the Agreement, including the amendment of the price and performance period.

- 4.8 2makeITwork retains the right to only perform an amended Agreement, or an Agreement that has been added to, after the Customer has stated In Writing to agree to the new General Terms and Conditions.

Article 5 Retention of title

- 5.1. All Products delivered and to be delivered by 2makeITwork remain under all circumstances the property of 2makeITwork, for as long as the Customer has not paid any claim of 2makeITwork, including in any event the claims referred to in Section 92, subsection 2, Book 3 of the Civil Code.
- 5.2. The Customer shall be obliged to keep the Products delivered subject to retention of title with due care and as recognisably the property of 2makeITwork. The Customer shall be obliged to insure the Products for the duration of the retention of title against fire, explosion and water damage as well as against theft and to provide the policies of these insurances on first request to 2makeITwork for perusal. All claims of the Customer against the insurers of the Products on the basis of the insurances referred to shall be pledged by the Customer to 2makeITwork, as soon as 2makeITwork makes it known that it wishes this, and in the manner set out in Section 239 Book 3 of the Civil Code, as additional security for the claims of 2makeITwork against the Customer.
- 5.3. The Customer shall not be entitled to pledge, otherwise encumber, or to transfer wholly or partly, the Products delivered subject to retention of title to third parties, for as long as the ownership thereof has not been transferred to the Customer, with the exception of insofar as this transfer takes place for the exercise of the usual business activities of the Customer.
- 5.4. In the event of credit sale, the Customer shall be obliged to stipulate retention of title towards its Customers, which retention of title shall be identical to the retention of title included in this article. In the event of breach of this subclause, the purchase price shall be immediately due and payable in full.
- 5.5. If the Customer fails on the fulfilment of the Customer's payment obligations towards 2makeITwork, or if 2makeITwork has good

grounds to fear that the Customer will fail in these obligations, 2makeITwork shall be entitled to collect the Products delivered subject to retention of title. The Customer shall provide 2makeITwork at all times with free access to its sites and/or buildings for inspection of the Products and/or for the exercising of the rights of 2makeITwork. After the collection, the Customer shall be credited for the market value, which under no circumstances can be higher than the original price, which had been agreed by the Customer with 2makeITwork, minus the costs ensuing from the collection for 2makeITwork.

Article 6 Complaints and submitting complaints

- 6.1 The Products and/or Services to be delivered by 2makeITwork meet the usual requirements and standards, which can be reasonably set out for this at the time of the delivery and for which they are intended during normal use.
- 6.2 If there is an incorrect delivery, incorrect or defective functioning of the delivered Software or Service, or incorrect invoicing by 2makeITwork, the Customer shall be obliged to inform 2makeITwork of this In Writing within seven working days.
- 6.3 The return consignment of a Product shall only be accepted within seven days after receipt of the Product and with permission in writing from 2makeITwork.
- 6.4 If the Customer complains in a timely manner, this shall not suspend the Customer's payment obligation. In that case the Customer also remains obliged to purchase and payment of the other ordered Products and Services, alternatively that for which the Customer has given a 2makeITwork an assignment.
- 6.5 If a Defect is reported later, the Customer shall no longer have any right to repair, replacement or compensation in that case. The same applies in the event that the complaint was caused by the negligence of the Customer.
- 6.6 If it has been established between 2makeITwork and the Customer that a Product is defective and a complaint was made in a timely manner related to this, 2makeITwork shall replace or arrange the repair of the defective Product within a reasonable period after the return thereof. If returning is not reasonably possible, notification of the Defect In Writing by the

Customer shall suffice, in derogation from the above.

Article 7 Non-performance, suspension and termination

- 7.1 In the event of non-payment (late payment), 2makeITwork shall have the right to suspend the goods and services still to be delivered until the Customer has entirely fulfilled all obligations, or to terminate the Agreement.
- 7.2 2makeITwork shall have the right, without further notice of default, to make all outstanding claims immediately due and payable and/or to declare the Agreement terminated and/or to suspend its obligations, without prejudice to the right to claim compensation, if:
 - a. the Customer is declared bankrupt or goes into liquidation, submits an application for moratorium, or debt restructuring, or attachment is levied on the whole or a part of the Customer's assets;
 - b. the Customer dies;
 - c. the Customer ceases its business or transfers it, wholly or in part, or merges it in a company to be founded or an already existing company, or proceeds with amendment of the objectives of its company.
 - d. the Purchaser uses websites, as referred to in article 10.7, or circumvents blockades against this;
 - e. the Purchaser acts in any manner whatsoever in conflict with the Agreement;
- 7.3 If one of the events referred to in this article occurs, the rights to performance shall remain in effect. 2makeITwork can also not be held liable for payment of compensation.
- 7.4 If non-performance of the Agreement is pending, the Customer shall be obliged to report this to 2makeITwork.
- 7.5 In the event of the termination of an Agreement between 2makeITwork and the Customer, the rights, obligations and activities shall cease to exist. The Customer shall cease the use of the Products and Services of 2makeITwork and shall return all the materials that the Customer has in loan for use to 2makeITwork.

Article 8 Intellectual property

- 8.1 2makeITwork retains the rights and entitlements, which are vested in 2makeITwork on the basis of the Copyright

Act and other intellectual property legislation and regulations, related to the protection of rights to creations of the human mind. 2makeITwork has the right to also use the knowledge acquired on its part through the performance of an Agreement for other purposes, insofar as hereby no strictly confidential information of the Customer is disclosed to third parties.

- 8.2 The Customer shall be entitled to use the Services and Products of 2makeITwork for the Customer personally, subject to the Customer having fulfilled the financial obligations towards 2makeITwork. Any other form of use by the Customer is not permitted, except as permitted in writing by 2makeITwork.
- 8.3 In the event of breach of the provisions of this article, the Customer shall be obliged to pay a financial penalty of € 10,000 per breach, as well as € 500 per day for every day during which the breach continues.

Article 9 Confidentiality

- 9.1 The Customer undertakes to maintain the confidentiality of all that which comes to the Customer's knowledge concerning the Products and Services that are purchased, such as ideas, product features, processes, working methods, work, knowhow and intellectual property rights. This duty of confidentiality also applies to (the contents of) the Agreement.
- 9.2 The duty of confidentiality applies to all persons working in the company of the Customer as well as of 2makeITwork. The duty of confidentiality applies to all persons working on behalf of, or on the instructions of, the Customer as well as of 2makeITwork.
- 9.3 The duty of confidentiality shall continue until two years after the end of the Agreement, except as permitted in writing by 2makeITwork and with the exception of any statutory duty of disclosure.
- 9.4 In the event of breach of the provisions of this article, the Customer shall be obliged to pay a financial penalty of € 10,000 per breach, without prejudice to the right of 2makeITwork to claim compensation.

Article 10 Liability

- 10.1 If 2makeITwork might be liable, this liability shall be limited to that which has been arranged in this provision.
- 10.2 2makeITwork shall not be liable for damage, of whatsoever nature, arisen due

to the fact that 2makeITwork has proceeded from incorrect and/or incomplete data provided by or on behalf of the Customer.

- 10.3 2makeITwork shall be exclusively liable for direct damage. Liability for indirect damage, including consequential loss, lost profit, lost savings, reduced goodwill, loss due to business interruption or damage as a result of claims of clients of the Customer is excluded. Direct damage exclusively includes the reasonable costs to ascertain the cause and the extent of the damage, insofar as the ascertaining relates to the damage within the meaning of these terms and conditions, any reasonable costs incurred to have the defective performance of 2makeITwork conform with the Agreement, insofar as this can be attributed to 2makeITwork, and reasonable costs, incurred for the prevention and limitation of damage, insofar as the other party demonstrates that these costs have resulted in limitation of direct damage as referred to in these General Terms and Conditions.
- 10.4 If 2makeITwork might be liable for any damage whatsoever, the liability of 2makeITwork shall be limited to direct damage as a result of a failure in the performance up to a maximum of the agreed price for the delivered Product or Service, whereby periodical premiums are added up for the duration of a maximum of one year, or as the case may be a maximum of the invoice amount of the Agreement (contract amount), or at least up to that part of the Agreement to which the liability relates.
- 10.5 The liability of 2makeITwork is in all cases limited to the amount that its insurer pays per (claim) incident.
- 10.6 2makeITwork shall not be liable for damage, if and insofar as the Customer has taken out insurance for the damage concerned, or as the case may be could have insured this in all reasonableness.
- 10.7 For the limitation of risks inter alia in the field of cybercrime, 2makeITwork retains the right to restrict access to specific websites on the internet by means of raising electronic blockades. It thereby concerns inter alia the following categories: adult themes, adware, insulting or libellous use of language, discrimination, drugs, freeware and shareware, violence, gambling, hack programmes, hatred, illegal activities and downloads, lingerie and bikinis, lotteries, military, nudeness,

plagiarism, pornography, sex education, sexuality, games, terrorism, weapons and web spam. 2makeITwork will not be liable for damage of whatsoever nature caused by the blockades, referred to in the previous sentence, as well as for damage caused by the circumvention thereof.

- 10.8 Insofar as 2makeITwork uses the Services of third parties during the performance of the Agreement, and these third parties have limited their liability, all assignments given to 2makeITwork contain the authority to also accept such limitations of liability on behalf of the Customer.
- 10.9 The Customer indemnifies 2makeITwork against possible claims by third parties, who in connection with the performance of the Agreement suffer damage and the cause of which can be attributed to another than 2makeITwork.
- 10.10 Under no circumstances shall 2makeITwork be liable for costs and damage resulting from the change, destruction, or loss of programs, files and/or data, which was or shall be saved on any information carrier, having regard to the fact that pursuant to these General Terms and Conditions the Customer is obliged to ensure that the Customer retains at all times a back-up of these programs, files and data.

Article 11 Force majeure

- 11.1 2makeITwork will not be obliged to fulfilment of any obligation vis-à-vis the Purchaser if 2makeITwork is prevented from this as a result of force majeure, i.e. a circumstance that is not attributable to fault, which 2makeITwork is not accountable for by law, a legal act, or according to generally accepted standards.
- 11.2 Force majeure also includes in these General Terms and Conditions, in addition to that which is included concerning this in law and case law, all external causes, foreseen or unforeseen, beyond the control of 2makeITwork, but as a result of which 2makeITwork is not capable of fulfilling its obligations. This includes inter alia situations of riot, war, government interferences, national disturbances or insurrections, strike actions, interruptions of work or lockouts, cybercrime, inter alia to be taken to mean digital attacks with computer viruses and ransomware, pandemics, epidemics, fire, explosion,

transport delay, equipment failure, accidents, weather conditions and, more in general, all events that, beyond the control and/or without fault on the part of 2makeITwork, temporarily or permanently prevent the further execution of the work. Force majeure also includes unforeseen circumstances with regard to personnel and/or material, which 2makeITwork uses or tends to use in the performance of the Agreement, which are of such a nature that the performance of the Agreement becomes impossible or to such an extent onerous and/or disproportionately costly, that further performance of the Agreement can no longer be reasonably expected from 2makeITwork. 2makeITwork can claim force majeure during and after the period during which the work must or had to be executed on the basis of the Agreement.

- 11.3 If a force majeure situation occurs, 2makeITwork shall be entitled to terminate the Agreement, without any obligation of payment of compensation of damage to the Customer. During the period of the continuation of the force majeure 2makeITwork can halt the execution of the agreed work and suspend its obligations under the Agreement for a maximum of 6 months.
- 11.4 Insofar as at the time of the occurrence of force majeure 2makeITwork has already partly performed its obligations under the Agreement or shall be able to fulfil these, 2makeITwork shall be entitled to separately invoice for the part already fulfilled or to be fulfilled. The Customer shall be obliged to pay this invoice as if this is a separate Agreement.

Article 12 Contact

The contact between the Customer and 2makeITwork shall run via one or more contact person or persons to be designated by 2makeITwork. Incidents and breakdowns must be reported as soon as possible by means of the incident management system made available by 2makeITwork.

Article 13 Applicable law, the language and disputes

- 13.1 Dutch law exclusively applies to all legal relationships, which 2makeITwork is party to, also if an obligation is wholly or partly fulfilled abroad or if the party involved in the legal relationship has its place of business

abroad. The applicability of the Vienna Sales Convention is excluded.

- 13.2 The court in district of the place of business of 2makeITwork has exclusive jurisdiction to hear and determine disputes, unless mandatory legal provisions prescribe otherwise. Nevertheless, 2makeITwork has the right to submit the dispute to the court with jurisdiction in accordance with the law.
- 13.3 These General Terms and Conditions have been drawn up in the Dutch and the English language. In the event of disputes regarding the interpretation of the provisions of the terms and conditions the Dutch text shall take precedence.
- 13.4 Parties shall only apply to the court after they have made best endeavours to resolve the dispute in mutual consultation.

Article 14 Solicitation clause

- 14.1 The Customer is not permitted to recruit, in an active or passive manner, the personnel of 2makeITwork, or to offer them an employment contract, or to have them work, directly or indirectly, for the Customer in another manner, unless express permission In Writing has been given for this by 2makeITwork.
- 14.2 The provisions above shall no longer apply if a staff member of 2makeITwork has not worked for 2makeITwork for a period of more than 1 month.
- 14.3 In the event of breach of the provisions of this article the Client shall owe an immediately due and payable financial penalty of six gross monthly salaries of the employee concerned, based on fulltime employment, with a minimum of € 10,000.

Article 15 Privacy and data protection

2makeITwork is committed to dealing with privacy sensitive information in a responsible manner.

- 2makeITwork shall do everything to safeguard the privacy of Customers, employees and users as much as possible. 2makeITwork likes to ensure that information/data that you provide to us shall be dealt with confidentially.
- Access to computer data only takes place of course if necessary for the execution of the work or after an assignment from the Customer.

- 2makeITwork shall never save, use, copy for personal use, or disclose the data files of Customers.

If 2makeITwork acts as the processor of personal data on the assignment from the Customer as the controller, the processing agreement, which is enclosed as an appendix to these General Terms and Conditions and which forms an an integral part of the Agreement (“Data Protection Statement”), shall apply.

These General Terms and Conditions are filed with the Chamber of Commerce under number 72272961.

ADDITIONAL PROVISIONS IF SERVICES MUST BE PROVIDED ON ASSIGNMENT

Article 16 Provision of the Service

- 16.1 If 2makeITwork provides Services, there shall be an Agreement for Services between 2makeITwork as the contractor and the Customer as the client.
- 16.2 All work, which is executed by 2makeITwork on the assignment In Writing from the Customer, shall qualify as Services.
- 16.3 2makeITwork shall perform the Agreement to the best of its knowledge and ability and in accordance with high standards, all this on the basis of the state of knowledge at that time.
- 16.4 All dates and periods are target dates and periods and are therefore never a final deadline, unless a fixed date or period has been expressly agreed.
- 16.5 If a period for execution has been agreed, this shall be extended by the period during which a hindering circumstance occurs, or as the case may be if the Customer does not fulfil the obligations in conformity with the concluded Agreement, or as the case may be if the Customer is in creditor's default.
- 16.6 2makeITwork shall be entitled at any time to use third parties during the performance of the Agreement. Sections 404 and 407, subsection 2, and 409 Book 7 of the Civil Code do not apply.
- 16.7 If tenders or offers are (partly) based on the cost price of goods and services of third parties, and this cost price is increased after the coming into effect of the Agreement, 2makeITwork retains the right to pass on the increase to the Customer.

Article 17 Installation and Configuration

- 17.1 2makeITwork shall in conformity with the offer proceed with Configuration and Installation of Hardware and Software for the benefit of the Customer, in order to achieve a working System.
- 17.2 2makeITwork shall give instructions to the Customer regarding the required Configuration, but the choice, purchase and management of the Hardware, Software and network environment within which the Configuration and Installation shall take place are exclusively and entirely the responsibility of the Customer.
- 17.3 If 2makeITwork executes work at an external location, the Customer shall be responsible for ensuring a working environment that complies with all the rules set out by legislation and regulations with regard to working conditions and safety requirements related to the execution of work. The Customer shall inform 2makeITwork regarding these regulations and requirements and shall ensure that these are complied with in the working environment by all persons and organisations present. Furthermore, the Customer shall be obliged to comply with the safety regulations given by 2makeITwork and to immediately follow the safety instructions of 2makeITwork personnel. The facilities to be made available by the Customer for the provision of the Services must be suitable, safe and secured against theft.
- 17.4 The locations where 2makeITwork shall execute work must be accessible for 2makeITwork and available without any hindrance.

Article 18 Duration of the Agreement

- 18.1 The Agreement for Services is entered into for a period of 12 months, unless agreed otherwise.
- 18.2 After the period referred to under 18.1, the Agreement shall be tacitly continued and shall be terminable on a monthly basis. The notice of termination must take place In Writing with effect from the end of the month. A notice period of one month applies. The notice of termination must be sent In Writing, by email, or by registered mail to 2makeITwork.
- 18.3 2makeITwork can terminate the Agreement in the events referred to in article 7 of these General Terms and Conditions.

- 18.4 The Agreement can be terminated by mutual consent, provided that both parties agree In Writing to this termination.

Article 19 Invoicing

- 19.1 The invoicing shall take place per month, unless agreed otherwise. Payment must take place within 30 days after the invoice date.
- 19.2 The invoice for a new period for the provision of the agreed Services shall be sent to the Customer thirty days prior to the commencement of this new period.
- 19.3 Reference is made to the Agreement signed by parties for the amount of the hourly rate applied by 2makeITwork and the costs of surcharges and contract extras.

Article 20 Production of photo and film material and copywriting

- 20.1 If photos and/or videos are made, or as the case may be texts are written by 2makeITwork on the assignment from the Customer, 2makeITwork shall never be the owner of the produced materials.
- 20.2 The Customer has the right to reproduce and disseminate the produced materials for the purposes that the Customer envisaged at the entering into of the Agreement.

Article 21 Maintenance

- 21.1 Maintenance of the System consists of having the existing Hardware and/or Software function in conformity with the Agreement and the repair of errors.
- 21.2 2makeITwork shall endeavour to repair errors in the configured and installed Hardware and Software. In this context, 2makeITwork is dependent on its supplier(s) and third parties for updates, error repair software or spare parts.
- 21.3 If the maintenance shall essentially change the functionality of the Software, 2makeITwork shall consult with the Customer in advance regarding this.
- 21.4 2makeITwork endeavours to limit as much as possible the times of unavailability and/or no access to the System. The Customer has no right to claim compensation in the unlikely event that a situation occurs during which the System is not accessible or available.

21.5 If the Customer wishes to personally make a change in the Hardware or Software configured or installed by 2makeITwork, this shall be entirely at the risk and responsibility of the Customer, unless 2makeITwork has approved the proposed change In Writing, possibly subject to certain conditions.

Article 22 Helpdesk, accessibility

Remote assistance shall be provided by telephone or email, unless otherwise agreed.

Article 23 Changes

23.1 Changes in the assignment provided by the Customer, or as the case may be additional assignments, shall only have effect if these have been agreed with consent from 2makeITwork. Changes in the assignment can have consequences for the conditions under which the original assignment was accepted.

23.2 In the event of a change of or addition to the assignment, 2makeITwork shall be entitled to require a higher price and to adjust the periods/times.

Article 24 Procedure after the termination of the Agreement

After the termination of the Agreement as a result of cancellation or notice of termination, all data saved for the Customer shall be kept available until one week after the date of the termination, in order for the Customer to be able to save the data personally. After this period the data saved by 2makeITwork shall be deleted, unless otherwise agreed between parties.

Article 25 Withdrawal of the assignment

If an assignment is withdrawn or cancelled by the Customer, all costs incurred and any resulting lost profit of the assignment shall be at the Customer's expense. Furthermore, 2makeITwork shall have the right towards the Customer to claim compensation of the damage that has arisen due to the withdrawal.

ADDITIONAL PROVISIONS IF PRODUCTS ARE DELIVERED

Article 26 Guarantees

26.1 2makeITwork guarantees that the delivered Products shall meet the usual requirements and standards, which can be

reasonably set out for this and for which they are intended during normal use.

26.2 The guarantee referred to in 26.1 applies for a period of one year after delivery. If the guarantee provided by 2makeITwork concerns a Product that was produced by a third party, the guarantee shall be limited to the guarantee that is provided for this by the producer.

26.3 Every form of guarantee shall lapse if a Defect has arisen as a result of the usual wear and tear, improper or incompetent use, incorrect storage, incorrect maintenance, or self-repairing. The guarantee shall also lapse if the guaranteed Products are adjusted or modified.

Article 27 Inspection

27.1 The Customer shall be obliged to inspect the delivered Product for defects immediately on receipt. The Customer shall inspect whether the quality and/or quantity of the delivery are/is in conformity with the Agreement. Any defects must be reported In Writing to 2makeITwork within seven days after delivery.

27.2 2makeITwork shall inspect a complaint that has been submitted in a timely manner. If it has been established that a Product is defective, 2makeITwork shall replace, repair or refund the Product. In the event of replacement of a Product 2makeITwork shall become the owner of the replaced Product.

27.3 In the event of an unfounded complaint the costs of the inspection and dispatch shall be at the Customer's expense.

Article 28 Complaint and return consignment

28.1 If the Customer complains in a timely manner this shall not suspend the Customer's payment obligation. In that event the Customer remains obliged to purchase and payment of the other ordered Products and/or Services.

28.2 The tailor-made Products, or Products adjusted on request from the Customer, cannot be returned. Other Products - provided that these are in an unused and original condition - can be returned within seven days if this has been agreed between parties In Writing. The dispatch costs shall be at the Customer's expense.

Article 29 Risk transfer

The risk of loss, damage or decrease in value transfers to the Customer at the time at which goods are brought under the control of the Customer.

ADDITIONAL PROVISIONS IF A LICENCE AGREEMENT IS AGREED

Article 30 Right of use

- 30.1 The right of use that is provided by 2makeITwork to the Customer contains the limited right to use the Software issued under the Licence for the duration of the concluded Agreement in exchange for advance payment. 2makeITwork hereby provides the Customer with the non-exclusive, non-transferable right of use, which right the Customer hereby accepts, for the Software for the duration of the Agreement and under the conditions hereinafter referred to. 2makeITwork shall perform the Agreement to the best of its knowledge and ability and in accordance with high standards, all this on the basis of the state of knowledge at that time.
- 30.2 The exact extent of the right of use shall be further specified in the Licence Agreement to be concluded between parties.
- 30.3 If and insofar as 2makeITwork makes third parties available to the Customer, the (licence) conditions of the third party concerned shall apply, setting aside the provisions derogating therefrom in these General Terms and Conditions.

Article 31 Duration of the Licence Agreement

- 31.1 The Licence Agreement is entered into for a period of 12 months, unless agreed otherwise.
- 31.2 After the period referred to under 31.1 the Licence Agreement shall be tacitly continued and shall be terminable on a monthly basis. The notice of termination must be given In Writing with effect from the end of the month. A notice period of one month applies. The notice of termination must be sent In Writing, by email, or by registered mail to 2makeITwork.
- 31.3 2makeITwork can terminate the Licence Agreement in the events referred to in article 7 of these General Terms and Conditions.
- 31.4 The Licence Agreement can be terminated by mutual consent, provided

that both parties agree to termination, In Writing.

Article 32 Remuneration, invoicing and payment

- 32.1 Invoicing takes place per month, unless agreed otherwise. Payment must take place within 30 days after the invoice date.
- 32.2 The invoice for a new period for the making available of the agreed Licence(s) shall be sent to the Customer thirty days prior to the commencement of this new period.
- 32.3 Reference is made to the Licence Agreement signed by parties for the amount of the hourly rate applied by 2makeITwork and the costs of surcharges and contract extras.

Article 33 Transferability

- 33.1 The Customer is not permitted to transfer the rights and duties under the Licence Agreement to a third party, or to dispose, lease, or issue these under a sublicense without prior permission in writing from 2makeITwork.
- 33.2 The Customer is not permitted to give the rights and duties under the Licence Agreement into the use of a third party without prior permission in writing from 2makeITwork. 2makeITwork shall be entitled to attach conditions to providing this permission.
- 33.3 The transfer of the rights and duties under the Licence Agreement shall never release the Customer from the obligations that the Customer has towards 2makeITwork on the basis of the Licence Agreement.
- 33.4 The Customer shall be liable for all damage that 2makeITwork suffers as a result of non-compliance by the Customer with the present article and the Customer must compensate 2makeITwork as a consequence thereof.

Article 34 The use of the System and the obligations on the part of the Customer

- 34.1 The Customer shall be obliged to use the System and the Licence in the correct manner, i.e. in accordance with the associated purpose and with due regard to the manual and the General Terms and Conditions of 2makeITwork. The use of the

System and Licences is fully at the risk of the Customer.

- 34.2 The Customer shall be obliged to use the personal user name(s) and password(s) to log into the System. This data is not transferable to third parties and must be kept secret. It is possible to change the user name and the password in consultation with 2makeITwork.
- 34.3 The Customer is prohibited from breaking the security of the System.
- 34.4 The Customer is prohibited from copying, reproducing, multiplying, imitating, reconstructing, translating the System and/or the Software, or as the case may be, to imitate or change this in another manner.
- 34.5 The Customer shall be responsible for ensuring the correct installation and the correct functioning of the Customer's own personal computer, network, Internet Connection and other equipment and connections, required for the use of the System and/or the Software, all this free from viruses (worms, Trojan horses, logic bombs, etc.) and secured against computer crime and unlawful use by third parties.
- 34.6 The Customer shall be obliged to immediately report to 2makeITwork if peculiarities occur with regard to the System and/or the Software, including the situation during which the Customer can no longer comply, or does not comply, with the provisions referred to in this article.
- 34.7 The Customer shall be obliged to report to 2makeITwork if new users shall start to use the System and/or the Software, or as the case may be if the Agreement is extended in another manner.
- 34.8 The Customer shall be obliged to provide 2makeITwork with all information that is necessary to be able to guarantee the permanent good use and the permanent good functioning of the System and/or the Software, including personal data and other data that can fall under legislation and regulations that protect personal privacy.
- 34.9 If the Customer does not comply with the rules in the present article, 2makeITwork shall be entitled to block the Customer from using the System and/or the Software. The Customer shall be liable for all damage that 2makeITwork suffers as a result of non-compliance by the Customer with the present article and the Customer must compensate 2makeITwork as a consequence thereof.

Article 35 Obligations on the part of 2makeITwork

- 35.1 2makeITwork endeavours to ensure the optimal availability of and access to the System and/or the Software for the Customer.
- 35.2 2makeITwork is permitted to limit the availability of and the access to the System and/or the Software if this is strictly necessary for the adjustment, improvement, (preventive) maintenance, security and protection of the System and/or the Software and the data.
- 35.3 2makeITwork endeavours to protect the entered data as much as possible against theft, loss, unauthorised access and changes.
- 35.4 2makeITwork is not obliged to restore corrupt and/or lost data, or to replace the same, if the cause cannot be attributed to 2makeITwork (for example in the event of unauthorised or incorrect use in accordance with this Agreement on the basis of article 34).
- 35.5 2makeITwork shall not inspect the data entered by the Customer, or make such data available to third parties, unless access to the data is necessary for customer support and/or work and/or adjustments of the System and/or the Software. 2makeITwork shall deal with the personal data and other data, which fall under legislation and regulations that protect personal privacy, in accordance with the legislation and regulations concerned.
- 35.6 2makeITwork endeavours to limit as much as possible the times of unavailability and/or no access to the System and/or the Software. The Customer has no right to claim compensation in the unlikely event that a situation occurs during which the System and/or the Software are/is not accessible or available.

Article 36 Data (details)

- 36.1 2makeITwork retains the right to save the data entered by the Customer in a manner chosen by 2makeITwork. 2makeITwork can thereby use a data base that is managed by a third party. The conditions that apply between 2makeITwork and the third party shall be the same as the conditions that apply between 2makeITwork and the Customer.

- 36.2 The Customer shall remain the owner of the data entered by the Customer.
- 36.3 If the System and/or the Software are/is blocked as a result of an act or omission on the part of the Customer, 2makeITwork shall arrange the reactivation of the System and/or the Software at the time when the Customer has eliminated the cause of the blocking.
- 36.4 After the termination of the Licence Agreement the data shall be saved for one week, unless agreed otherwise.

Article 37 Intellectual property

- 37.1 All rights concerning the intellectual property of the Software (including copyright) remain at all times and under all circumstances vested in 2makeITwork.
- 37.2 If it appears that the Software breaches intellectual property rights of third parties, 2makeITwork retains the right to adjust the Software.
- 37.3 2makeITwork does not accept any responsibility for breaches of intellectual property rights of third parties that are caused by the use of the Software and the data placed therein by the Customer.

Article 38 Liability

- 38.1 2makeITwork cannot be held liable for:
- direct or indirect damage related to non-compliance with the Agreement by 2makeITwork, unless there is an intentional act or gross negligence.
 - damage due to changes of or additions to the System and/or the Software made by the Customer.
 - damage to processed data files caused by the Customer.
 - damage due to the temporary unavailability or inaccessibility of the System and/or the Software.
 - damage due to the non-functioning of the personal hardware and software and internet connections of the Customer.
- 38.2 The Customer acknowledges that the System and/or the Software of 2makeITwork can contain imperfections. 2makeITwork shall make efforts at all times to limit the existence thereof to a minimum.
- 38.3 The Customer indemnifies 2makeITwork against claims by third parties ensuing from, or related to, the Agreement, unless the Customer is able to substantiate these claims with regard to 2makeITwork with due regard to this article if the Customer

would have suffered the damage personally.

- 38.4 Any liability of 2makeITwork can only arise after notice of default. Furthermore, any liability of 2makeITwork is limited to the amount referred to in the General Terms and Conditions.
- 38.5 There shall be no right to compensation if the Customer has not taken measures for the limitation or further prevention of damage and in the event of a breach by the Customer of the obligation to notify and/or the obligation to provide information.
- 38.6 The liability of 2makeITwork is limited to the maximum referred to in the General Terms and Conditions of 2makeITwork.

Article 39 Amendments

In the event of an amendment of or addition to the Licence Agreement, 2makeITwork shall be entitled to require a higher price and to adjust the periods/times.