

General Terms and Conditions GrowCreate Netherlands B.V.
(registered with the Chamber of Commerce under number 67788998)

Article 1 Applicability

1. These general terms and conditions (**General Terms and Conditions**) apply to every assignment, including any follow-up, changed or additional order, given to GrowCreate Netherlands B.V. (**Growcreate**) by a customer (**Customer**), as well as to all legal relations resulting from or related to the assignment.
2. These General Terms and Conditions have been drawn up in Dutch and English. In case of inconsistency between these versions, the Dutch version shall prevail.

Article 2 Agreement

1. The agreement for the execution of an assignment (**Agreement**) only comes into effect after the assignment has been accepted in writing by Growcreate.
2. Growcreate has the right to engage third parties. The applicability of Articles 7:404 and 7:407 (2) of the Dutch Civil Code is excluded. All stipulations in these General Terms and Conditions have not only been stipulated for the benefit of Growcreate, but also for the benefit of third parties that have been contracted by Growcreate in connection with the execution of an Agreement.
3. The obligation resulting from the Agreement consists of an effort to the best of one's ability, based on the information provided by Customer and the nature of the assignment, unless the assignment explicitly provides for a result. Customer is obliged to provide all facts and circumstances that may be important for the correct execution of the assignment, as well as all data and information required by Growcreate. Customer guarantees the correctness and completeness of all data and information provided to Growcreate.
4. Growcreate strives to deliver all items and/or services at the agreed dates and/or within the agreed periods. Agreed dates and/or periods are indicative and never a strict deadline.

Article 3 Prices and payment

1. Customer shall pay the amounts invoiced by Growcreate within the agreed term of payment and in the absence of an explicitly agreed term, within 30 (thirty) days from the invoice date, without any right to suspension and/or settlement.
2. If an invoice is not paid within the term of payment, Growcreate has the right to suspend its activities. Growcreate cannot be held liable for any damage resulting from this suspension.

Article 4 Liability

1. Growcreate has contracted a (professional) liability insurance. All liability with regard to the execution of an Agreement or otherwise, is limited to a maximum of the amount paid out by the insurer in the matter at issue, increased by the excess applicable to the matter at issue.
2. If for any reason whatsoever no payment is made by the insurer, all liability shall be limited to direct damages and to a maximum of the amount of the price (exclusive of VAT) stipulated for that Agreement. If the Agreement is primarily a long-term contract with a term of more than 1 (one) year, the price stipulated for that Agreement shall be set at the total of the fees (exclusive of VAT) stipulated for 1 (one) year.
3. A condition for the existence of any right to compensation is always that Customer reports both complaints and damages to Growcreate in writing as soon as possible, but no later than 10 (ten) days after they arose, or after Customer could reasonably have become aware of them. All claims for damages against Growcreate lapse after a period of 1 (one) year from the date on which the claim arose.

Article 5 Intellectual property

1. All intellectual property rights to programs, software, websites, data files, equipment or other materials made available to Customer are vested exclusively in Growcreate, its licensors or its suppliers.
2. Growcreate shall grant Customer full user rights to the programs,

software or websites developed for Customer. At the request of Customer, Growcreate shall also provide the source code developed during the performance of the Agreement, unless agreed otherwise or if the licensing conditions of a third party do not permit this. A right of use granted to Customer is non-exclusive and may not be sub-licensed.

3. If the parties agree (in deviation of 5.1 and 5.2) that Customer is or will become the owner of an intellectual property right with regard to programs, software, websites, data files, equipment or other materials developed for the Customer, Growcreate has the right to use and/or exploit the underlying ideas, designs, documentation and the like, without any restriction, for other purposes, either for itself or for third parties. Growcreate also has the right to do developments for itself or a third party that are similar or derived from those developed or to be developed for Customer.

Article 6 Confidentiality

1. The parties (including their officers, directors, employees, agents and affiliates) are bound to the complete confidentiality of each other's confidential information and will use it only for the performance of the Agreement.

Article 7 Data and privacy

1. Parties shall at all times comply with all obligations under Dutch data protection law and all other relevant (national, European and international) data protection regulations (the **Privacy Acts**) that are applicable to the execution of the Agreement. Both parties shall (i) take appropriate security measures to protect the confidentiality of the (personal) data provided by the other party, (ii) inform the other party, upon request, of the security measures taken in relation to the foregoing, and (iii) notify the other party of any breach of personal data in accordance with and within the time limit set forth in the Privacy Acts. If applicable, the parties shall enter into a processing agreement.

Article 8 Applicable law and disputes

1. Dutch law exclusively applies to all legal relations to which Growcreate is a party. Disputes between Growcreate and Customer shall exclusively be submitted to the competent court in the district of Oost-Brabant, unless the law imperatively stipulates otherwise. However, with respect to a Customer that is located in the United Kingdom, a dispute shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by two independent arbitrators appointed in accordance with the said Rules. The place of arbitration shall be The Hague, the Netherlands. All arbitral proceedings shall be conducted in the English language.