



## General Terms and Conditions of Addax Data Science

Addax Data Science (hereinafter: Addax Data Science) is registered with the Chamber of Commerce under number 91094720 and is located at Lange Nieuwstraat 16 (3512 PH) in Utrecht, the Netherlands.

### Article 1 - Definitions

In these general terms and conditions, the following terms are used in the following sense unless expressly stated otherwise.

1. **Offer:** any offer or quotation to Client for the provision of Services by Addax Data Science.
2. **Software:** the software programmed for the Client.
3. **Services:** The Services offered by Addax Data Science are programming (developing software) of software (customized), providing project management, consulting based on statistical data, as well as maintenance of the software.
4. **Service Provider:** Addax Data Science provides services to Client hereinafter referred to as Addax Data Science.
5. **Client:** the natural or legal person acting in the exercise of profession or and business who has appointed Addax Data Science, granted projects to Addax Data Science for Services performed by Addax Data Science, or to whom Addax Data Science has made a proposal under an Agreement.
6. **Agreement:** any Agreement and other obligations between Client and Addax Data Science, as well as proposals by Addax Data Science for Services provided by Addax Data Science to Client and accepted by Client and accepted and performed by Addax Data Science with which these general terms and conditions form an indissoluble whole.



## Article 2 - Applicability

1. These general terms and conditions shall apply to any Offer of Addax Data Science, any Agreement between Addax Data Science and Client and to any Service offered by Addax Data Science.
2. Before an Agreement (at a distance) is concluded, Client shall be provided with these general terms and conditions. If this is not reasonably possible, Addax Data Science will indicate to Client in what way Client can inspect the general terms and conditions.
3. Deviation from these general terms and conditions is not possible. In exceptional situations the general terms and conditions may be deviated from if explicitly agreed upon in writing with Addax Data Science. The terms and conditions of Client are explicitly not applicable.
4. These general terms and conditions also apply to additional, amended and follow-up assignments from the Client.
5. The general terms and conditions of the Client are excluded.
6. If one or more provisions of these general terms and conditions are partially or entirely void or nullified, the remaining provisions of these general terms and conditions shall remain in force, and the void/ nullified provision(s) shall be replaced by a provision with the same purport as the original provision.
7. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained according to the spirit of these general terms and conditions. The agreements in the Agreement are leading and take precedence over these general terms and conditions.
8. The applicability of Sections 7:404 and 7:407 (2) of the Dutch Civil Code is explicitly excluded.
9. The rights and obligations under the Agreement between the Parties cannot be transferred by Client to a third party unless Addax Data Science gives express and prior consent to Client. Addax Data Science is free to attach further conditions to this.
10. Where reference is made in these General Terms and Conditions to, she/he/him, this shall also be construed as a reference to he/him/his, if and to the extent applicable.
11. In case Addax Data Science has not always demanded compliance with these general terms and conditions, it shall retain its right to demand full or partial compliance with these general terms and conditions.

## Article 3 - The Offer

1. All Offers made by Addax Data Science are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this shall be expressly stated in the Offer.
2. Addax Data Science shall only be bound to an Offer/Quote if the acceptance thereof is confirmed by Client in writing within 30 days. Nevertheless, Addax Data Science shall have the right to refuse an Agreement with a potential Client for a valid reason for Addax Data Science.
3. The Offer contains a description of the Services offered. The description is detailed enough to enable the Client to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer



cannot bind Addax Data Science. Any images and data in the Offer are only an indication and cannot be a ground for any compensation or dissolution of the Agreement. All Offers are further made on data provided by Client. Offers will expire if Client's data are incorrect or incomplete.

4. Offers or quotations do not automatically apply to follow-up orders.
5. Delivery times and deadlines in Addax Data Science's offer are indicative and exceeding them shall not entitle Client to dissolution or damages, unless expressly agreed otherwise.
6. A compound quotation shall not oblige Addax Data Science to deliver a part of the items included in the offer or quotation at a Corresponding part of the quoted price.

#### **Article 4 - Establishment of the Agreement**

1. The Agreement is established at the moment that Client has accepted an Offer and/or Agreement of Addax Data Science by returning a signed copy (scanned or original) to Addax Data Science or gives an explicit and unambiguous agreement to the Offer by e-mail.
2. Addax Data Science is not bound to an Offer if Client could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or clerical error. Client cannot derive any rights from this mistake or slip of the pen.
3. Any Agreement entered with Addax Data Science, or any project awarded to Addax Data Science by Client shall reside with the Company and not with any individual associated with Addax Data Science.
4. The Client's right of withdrawal is excluded.
5. If the Agreement is entered into by more than one Principal, each Principal shall be individually jointly and severally liable for the fulfillment of all obligations arising from the Agreement.

#### **Article 5 - Duration of the Agreement**

1. The Agreement is entered into for a definite period, unless otherwise expressly agreed upon. The duration of an Agreement relating to programming depends on the duration of development as well as any (changed) wishes of the Client.
2. The Fixed Term Agreement is not terminable early unless otherwise agreed.
3. In the event of premature termination by Client, Client shall owe Addax Data Science the full compensation specified in the Offer. If no hours have been agreed upon, Client shall be charged a fee based on the hours realized up to the time of premature termination divided by the number of months of the duration of the Agreement up to the time of premature termination and this number of hours shall be multiplied by the remaining number of months of the original duration of Agreement, unless otherwise agreed upon. Addax Data Science's records of hours are leading.
4. The Fixed Term Agreement shall be tacitly renewed each time by the originally agreed term unless Client or Addax Data Science has terminated the Agreement in writing with one month's notice before the end of the agreed term.
5. The Agreement for an indefinite period is terminable in writing with a notice period of three months.



6. Both Client and Addax Data Science may dissolve the Agreement on the grounds of an attributable failure in the fulfillment of the Agreement if the other party has been given notice of default in writing, and he has been given a reasonable time to fulfill his obligations, and he fails to do so attributably. This also includes the Customer's payment and cooperation obligations.
7. Dissolution of the Agreement shall not affect the payment obligations of Client if Addax Data Science has performed work or delivered performance at the time of dissolution.
8. Both Client and Addax Data Science may, without further notice of default, terminate the Agreement in writing in whole or in part with immediate effect if one of the Parties is in suspension of payment, bankruptcy is filed, or the relevant company ends by liquidation or other than the merger or reconstruction of the company. If a situation as mentioned above occurs, Addax Data Science shall never be held to refund any monies already received and/or compensation for damages.
9. All post-contractual obligations from these terms and conditions and the Agreement that by their nature are intended to continue even after dissolution of the Agreement shall survive dissolution. This concerns in any case the provisions on confidentiality, intellectual property rights, liability the dispute resolution and choice of law provision.

## **Article 6 - Execution of the Agreement**

1. Addax Data Science shall endeavor to perform the Agreement with the utmost care as may be expected of a good contractor. All Services shall be performed based on an obligation to perform to the best of one's ability, unless a result has been explicitly agreed upon in writing and described in detail.
2. In performing the Services, Addax Data Science shall not be obliged or required to follow the instructions of Client if this changes the content or scope of the agreed Services. If the directions result in additional work for Addax Data Science, Client shall be obliged to compensate Addax Data Science for the additional or additional costs accordingly.
3. Addax Data Science shall be entitled to engage third parties at its discretion for the performance of the Services.
4. If Addax Data Science, pursuant to a request or order of a governmental authority and/or a legal obligation, performs work on Client's data, the associated costs shall be borne solely by Client.
5. In case of changes, Addax Data Science may continue the implementation of the Service with the modified version of the software. Addax Data Science shall never be held or obliged to maintain, modify, or add certain functionalities and/or specific features.
6. Both Client and Addax Data Science may make changes to the scope and/or content of the purchased Service. The additional costs associated with this shall be borne by Client. Client will be informed about this as soon as possible. If Client does not agree, Parties should consult with each other. Client may only terminate the Agreement in writing against the date on which the change comes into effect if the changes are not related to changes in relevant laws or regulations or Addax Data Science bears the costs of the change.



7. If pursuant to the Agreement Addax Data Science also backs up Client's data, Addax Data Science shall back up in accordance with the Agreement at regular intervals and store in accordance with the agreed term. However, Client is himself responsible for complying with the legal storage and administration obligations applicable to him.
8. Addax Data Science shall be entitled, but never obliged, to examine the correctness, completeness or coherence of the source materials, requirements or specifications placed at its disposal and, upon discovery of any imperfections, to suspend the agreed work until Client has removed the imperfections in question.
9. Addax Data Science is entitled to include and describe these services (the performed assignment) in the portfolio included on the Addax Data Science website.

## **Article 7 - Obligations of Client**

1. Client shall be obliged to provide all information requested by Addax Data Science as well as relevant attachments and related information and data in time and/or before the start of the work and in the desired form for a correct and efficient execution of the Agreement. Failure to do so may prevent Addax Data Science from being able to realize a complete execution and/or delivery of the relevant documents. The consequences of such a situation shall always be at the expense and risk of Client.
2. Addax Data Science is not obliged to check the accuracy and/or completeness of the information provided to it or to update Client regarding the information if it has changed over time, nor is Addax Data Science responsible for the accuracy and completeness of the information compiled by Addax Data Science for third parties and/or provided to third parties in the context of the Agreement.
3. Addax Data Science may, if necessary for the execution of the Agreement, request additional information. Failing this, Addax Data Science shall be entitled to suspend its work until the information is received, without being obliged to pay any compensation for damages on any account whatsoever to Client. In case of changed circumstances, Client shall notify Addax Data Science thereof immediately, or at the latest 5 working days after the change has become known.
4. Client is obliged to protect all technical protections and other provisions of Addax Data Science's software, and to respect the intellectual property rights resting on the software.
5. Client shall provide suitable equipment and an environment for use.

## **Article 8 - Software**

1. Addax Data Science may draw up an advice, plan of action, planning and/or reporting for the purpose of the services. The content thereof is non-binding and of an advisory nature only, but Addax Data Science shall observe its duty of care. Client decides on its own responsibility whether to follow the advice.



2. Client is obliged to provide all necessary information in a timely, complete, correct and desired form for the purpose of programming (which also includes data files, software, documentation, advice, reports, analyses and designs).
3. The parties shall record in writing all features, functionalities, characteristics and more of the software to be developed. Programming shall be carried out solely based on these agreements agreed upon in writing. If the arrangements made are too brief to meet the Client's requirements, the parties should consult and adjust the arrangements or the Agreement accordingly.
4. Addax Data Science shall always be entitled to require Client's approval before any work developed by him is delivered.
5. The Services performed by Addax Data Science are delivered when Client has signed or explicitly approved the software within a maximum period of 7 calendar days, unless a further period has been agreed upon. To this end, Client may check the written agreements. After the unused expiration of this period, Customer is deemed to have agreed to the software. Any repairs made after this period will be considered additional costs.
6. The parties may agree on a test period during which the Client shall identify any errors and/or defects. These defects must be reported in writing to Addax Data Science. The repair of these shall be at the expense of Addax Data Science, unless there are user errors or faults that are not attributable to Addax Data Science. The rectification period concerns a reasonable period, at least 7 days after the defects have been reported or confirmed by Addax Data Science.
7. If changes must be made after the test period and/or delivery, whether or not at the request of the Client, which have not previously been agreed in writing, the changes must be made based on a new order. The Client is only entitled to a limited number of revision rounds which will be agreed upon in the Agreement.
8. Client shall be obliged at Addax Data Science's first request to evaluate proposals provided by Addax Data Science, at least within the agreed period. If Addax Data Science is delayed in its work, due to Client's failure to provide an assessment on a proposal made by Addax Data Science, or to do so in a timely manner, Client shall always be responsible for the resulting consequences, such as delay.
9. The nature of the services entails that the result is partly dependent on external factors that may influence the development, such as the quality, accuracy and timely delivery of required information and data from the Client and/or its employees. Client is responsible for the quality and for the timely and correct delivery of the necessary data and information.

## **Article 9 - Project Management**

1. If the services are aimed at project management, the execution of project work shall always be performed by third parties with whom Client has entered into an agreement directly and by itself. Addax Data Science is in no way involved in the execution of this agreement by the third party in question.



2. Addax Data Science can only advise and manage the project but is never involved in the actual execution by these third parties, unless otherwise agreed upon.
3. If and insofar as goods are supplied by a third party, this shall be done exclusively within the scope of the agreement between this third party and the Client, in accordance with the terms and conditions of this third party. If and insofar as any guarantee is thereby given, such guarantee shall be enforceable only against such third party. Claims shall be submitted directly to the third party unless agreement has been reached between all parties involved that Addax Data Science is authorized to submit claims on behalf of Client.

## **Article 10 - Opinions**

1. Addax Data Science may, if so commissioned, prepare an advice, plan of action, design, reporting, planning and/or reporting for the purpose of the services. The content thereof is non-binding and of an advisory nature only, but Addax Data Science shall observe its duty of care. Client shall decide on its own responsibility whether to follow the advice.
2. Client shall be obliged at Addax Data Science's first request to evaluate proposals provided by it. If Addax Data Science is delayed in its work, due to Client's failure to provide an assessment or timely assessment on a proposal made by Addax Data Science, Client shall always be responsible for the resulting consequences, such as delay.
3. The nature of the services implies that the result is always dependent on external factors that may influence the reports and opinions of Addax Data Science, such as the quality, accuracy and timely delivery of required information and data from Client and its employees. Client guarantees the quality and the timely and correct delivery of the required data and information.
4. Client shall notify Addax Data Science in writing prior to the commencement of the work of any circumstances that are or may be relevant including any items and priorities for which Client wishes attention.

## **Article 11 - Delivery**

1. If the commencement, progress or delivery of the Services is delayed because, for example, Client has not or not timely provided all requested information, insufficient cooperation, the advance payment has not been received in time by Addax Data Science or due to other circumstances, which are for the account and risk of Client, Addax Data Science shall be entitled to a reasonable extension of the (delivery) period. Under no circumstances shall the stated terms be deadlines, nor can Addax Data Science be held liable for exceeding the agreed term.
2. All damages and additional costs resulting from delay due to a cause mentioned in paragraph 1 shall be for the account and risk of Client and shall be charged to Client by Addax Data Science.
3. If Client must give approval, Addax Data Science shall be entitled to suspend the execution of the Agreement until Client has given its approval.



4. Addax Data Science shall make every effort to realize the services within the agreed time period, as far as this can be reasonably expected of it. If there is urgency, Client shall be obliged to reimburse Addax Data Science for the additional costs involved.
5. Addax Data Science endeavors to provide the Service as much as possible in accordance with the Offer.
6. If Parties agree on a partial delivery, Addax Data Science shall continue programming as soon as Client has shared its comments and remarks in writing and Addax Data Science has confirmed these changes. These changes may affect the delivery date as well as already agreed budget.

## **Article 12 - Risk transition**

The risk of theft and loss, embezzlement or damage of data, documents, software, data files and/or items that are used, made or delivered within the framework of the execution of the Agreement shall pass to Client at the moment they are actually put at the disposal of Client, or at the time of the first moment of commissioning of the Software. If and insofar as any damage is thereby incurred by Client, Addax Data Science shall be obliged to deliver replacement Software at the cost price of the data carriers. Reinstallation and/or implementation shall be at the agreed rate unless otherwise agreed.

## **Article 13 - Warranties**

1. Addax Data Science shall perform the Services in accordance with the standards applicable in the industry. If any warranty is thereby given, it shall be limited to what has been expressly agreed upon in writing. During the warranty period, Addax Data Science shall vouch for a sound and usual quality of the (delivered) Services.
2. Client may only invoke the guarantee given by Addax Data Science if Client has fully fulfilled its payment obligations.
3. If Client rightly invokes the warranty, Addax Data Science shall be obliged to carry out a repair or replacement free of charge. If, in addition, there is any additional damage, the applicable liability provisions of these general terms and conditions shall apply.
4. Addax Data Science does not warrant that the software functions without errors. Addax Data Science shall make every effort to repair errors in the software within a reasonable time. The recovery shall only cover that which has been developed by Addax Data Science itself, and the defects have been timely reported by Client. Addax Data Science shall be entitled to postpone repair until a new version of the software is put into use. Defects in software not developed by Addax Data Science may be repaired by mutual agreement at Client's expense and risk.
5. Client accepts the software "as is," unless otherwise agreed.
6. Client shall notify Addax Data Science immediately and in detail of an identified defect in writing in a manner that enables Addax Data Science to reproduce and repair the defects. The defect is





reported at the time Client receives from Addax Data Science an acknowledgment of receipt of the report.

7. Repair also means providing temporary solutions. The warranty never includes the recovery of mutilated or lost data. Addax Data Science shall not be obliged to restore such data. If agreed, Addax Data Science may provide reasonable cooperation, but shall never be responsible nor obliged to restore any mutilated and/or lost data. Client shall always take measures to prevent and limit failures, defects, mutilation and/or loss of data, whether or not based on information provided by Addax Data Science.
8. Addax Data Science shall not be responsible for errors and/or irregularities in the functionality of the software and shall not be liable for the unavailability of the software for any reason unless expressly agreed upon.
9. During the warranty period, Client shall only be entitled to invoke this warranty provision and Addax Data Science shall not be liable for any damages arising from the defects found during the warranty period.
10. If a defect during the warranty period is not covered by the free of charge repair, Client shall reimburse the relevant costs.
11. Addax Data Science does not guarantee that the software to be made available, within the framework of the SaaS service, will be adapted in a timely manner to changes in relevant laws and regulations, but shall make every effort to realize this as timely as possible.

## **Article 14 - Use of software**

1. Addax Data Science shall make the agreed and developed software/software available to Client based on a user license for use during the term of the Agreement. The right to use the software is non-exclusive, non-transferable, non-possessable and non-sublicensable and limited to these terms and conditions, unless otherwise agreed upon.
2. Client shall be obliged to report any defects, errors, or other malfunctions in the software in writing to Addax Data Science after which Addax Data Science shall, in accordance with its usual procedures, repair the errors to the best of its ability and/or make improvements. If desirable, Addax Data Science shall be entitled to apply temporary solutions first, after which a structural solution can be devised and implemented in consultation with Client.
3. Client shall be obliged to provide its cooperation to Addax Data Science upon first request.
4. Any agreements regarding a service level (Service Level Agreement) shall only be expressly agreed in writing. Client shall always be obliged to inform Addax Data Science without delay of all circumstances that affect or may affect the service level and its availability.
5. Addax Data Science shall be entitled to make changes in the technology of the data network or telecommunications network and other changes in the services offered by Addax Data Science. These changes may possibly affect the peripheral equipment used by Client, for which Addax Data Science shall not be liable to pay any compensation.



## Article 15 - Maintenance

1. If agreed upon, Addax Data Science shall perform maintenance to the software. The scope of the maintenance obligation extends to what has been explicitly agreed by Parties. Even if not explicitly agreed, Addax Data Science may perform maintenance work, or interrupt the execution of its Services if it deems this necessary for the purpose of being able to perform maintenance. Doing maintenance can also cause interruptions in the execution of the Services, which for Client does not justify a right to compensation.
2. Client shall be obliged to report any defects, errors, or other malfunctions in the software in writing to Addax Data Science, after which Addax Data Science shall, in accordance with its usual procedures, repair the errors to the best of its ability and/or make improvements. If desired, Addax Data Science shall be entitled to apply temporary solutions first, after which a structural solution can be devised and implemented in consultation with Client.
3. Notwithstanding the agreed maintenance obligations of Addax Data Science, Client has an independent responsibility for the management and use of the Software.
4. For maintenance, Addax Data Science is authorized to check (data) files for, among other things, computer attacks, computer viruses and unsafe and/or illegal actions, as well as to perform other actions necessary for the purpose of maintenance. Client is also responsible for the instruction to and use of the software by third parties engaged by Client.
5. Maintenance shall in principle include the following Services (i) corrective, (ii) preventive and (iii) adaptive maintenance. In case of corrective, preventive and/or adaptive maintenance, Addax Data Science shall be entitled to take the Service and the SaaS Service completely or partially (temporarily) out of service. Client shall not be entitled to any compensation during this interruption. Addax Data Science will allow the interruption to take place as much as possible outside office hours and no longer than necessary for the maintenance.

## Article 16 - Additional work and changes

1. If during the execution of the Agreement it appears that the Agreement needs to be modified, or at the request of the Client further work is required to achieve the desired result of the Client, the Client shall be obliged to compensate this additional work according to the agreed rate. Addax Data Science shall not be obliged to comply with this request and may require Client to enter into a separate Agreement for this purpose.
2. The Customer may make changes (or have changes made) to the scope and/or content of the Service. The additional costs associated with this will be borne by the Customer. The Customer will be informed about this as soon as possible. If the Customer does not agree with this, the Parties must consult with each other. The Client may only terminate the Agreement in writing by the date on which the change takes effect if the changes are not related to changes in relevant laws or regulations or Addax Data Science bears the costs of the change.



## **Article 17 - Prices**

1. All prices are displayed exclusive of sales tax (VAT).
2. Addax Data Science shall perform its Services in accordance with the agreed tariff. The cost of the Services shall be calculated in arrears, based on the registration of hours prepared by Addax Data Science (subsequent calculation).
3. Travel time on behalf of Client, and travel-related expenses will be charged to Client unless otherwise agreed.
4. Client is obliged to fully reimburse third party's costs unless expressly agreed otherwise.
5. The parties may agree that the Client is required to make an advance payment. If an advance payment has been agreed, the Client must pay the advance payment in full before the performance of services is commenced.
6. The Client cannot derive any rights or expectations from an estimate issued in advance unless the Parties have expressly agreed otherwise.
7. Addax Data Science shall be entitled to increase the applicable prices and rates annually in accordance with the applicable inflation rates. Other price changes during the Agreement shall only be possible if and insofar as they are expressly stipulated in the Agreement.
8. Client shall pay these charges in a lump sum, without setoff or suspension, within the specified payment period of no later than 30 days as stated on the invoice to the account number and details of Addax Data Science made known to it.
9. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation, or petition for payment against Client, payment and all other obligations of Client under the Agreement shall become immediately due and payable.

## **Article 18 - Collection policy**

1. All payment terms set by Addax Data Science are deadlines. If Client fails to meet her payment obligation and has not fulfilled her obligation within the 30-day payment period set for this purpose, Client shall be in default by operation of law.
2. From the date Client is in default, Addax Data Science shall without further notice of default claim the statutory (commercial) interest from the first day of default until full payment, and compensation of the extrajudicial costs according to article 6:96 BW to be calculated according to the graduated scale from the Decree on compensation for extrajudicial collection costs of July 1, 2012.
3. If Addax Data Science has incurred more or higher costs which are reasonably necessary, these costs shall be eligible for reimbursement. Judicial and execution costs incurred shall also be borne by Client.

## **Article 19 - Privacy, data processing and security**

1. Addax Data Science will treat the (personal) data of Client with care and will only use them in accordance with the privacy statement. If requested, Addax Data Science will inform the data



subject. Questions about the processing of personal data and further information can be asked by e-mail.

2. Client is solely responsible for the processing of data processed using a Service of Addax Data Science. Client also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. In this context, Client shall indemnify Addax Data Science against any (legal) claim related to these data or the execution of the Agreement.
3. If Addax Data Science is required under the Agreement to provide security of information, such security shall comply with the agreed specifications and a level of security that is not unreasonable given the state of the art, the sensitivity of the data, and the associated costs.
4. Parties shall act in accordance with the General Data Protection Regulation and comply with the obligations arising therefrom as well as other applicable laws and regulations. Parties shall enter into a processing agreement for this purpose.
5. Client has obligations to third parties under the General Data Protection Regulation. These include, but are not limited to, the obligation to provide information, to allow inspection, to correct and to delete personal data of data subjects. Client itself is solely and fully responsible for the correct fulfillment of these obligations. Addax Data Science is with respect to these personal data "Processor" in the sense of the AVG. Addax Data Science will provide support as much as technically possible.

## **Article 20 - Suspension**

1. Addax Data Science shall have the right to retain the data, data files, software and more received or realized by it if Client has not yet (fully) fulfilled its payment obligations, even if it had been paid, would be obliged to do so.
2. Addax Data Science shall be authorized to suspend the fulfillment of its obligations as soon as Client is in default with the fulfillment of any obligation resulting from the Agreement, including late payment of its invoices. The suspension shall immediately be confirmed to Client in writing. Addax Data Science shall in such case not be liable for any damage, in whatever form, resulting from the suspension of its work.

## **Article 21 - Force majeure**

1. Addax Data Science shall not be liable if it cannot fulfill its obligations under the Agreement due to a force majeure situation.
2. Force majeure on the part of Addax Data Science shall in any case include, but not be limited to: (i) force majeure of Addax Data Science's suppliers, (ii) failure to properly fulfill obligations of suppliers prescribed or recommended to Addax Data Science by Client, (iii) defectiveness of goods, equipment, software or materials of third parties, (iv) government measures, (v) electricity failure, (vi) failure of internet, data network and telecommunication facilities (e.g. due to: cybercrime, hacking and DDoS attacks), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems and (x)



other situations which, in the opinion of Addax Data Science, are beyond its sphere of influence that temporarily or permanently prevent the fulfillment of its obligations.

3. If a force majeure situation lasts longer than two months, the Agreement may be rescinded in writing by either Party. In such a case, if any performance has already been made under the Agreement, it shall be settled proportionately without any indebtedness of each Party to the other.
4. If Addax Data Science has already partially fulfilled its obligations at the start of the force majeure, or can only partially fulfill its obligations, it shall be entitled to separately invoice the already delivered the deliverable part, and Client shall be bound to pay this invoice. However, this does not apply if the part already delivered and/or deliverable part has no independent value.

## **Article 22 - Limitation of liability**

1. If there is an attributable shortcoming of Addax Data Science, Addax Data Science shall only be obliged to pay any compensation if Client has given Addax Data Science notice of default within 14 days after discovery of the shortcoming, and Addax Data Science has subsequently failed to remedy this shortcoming within the reasonable period stated in the notice of default. The notice of default must be submitted in writing and contain such a precise description of the deficiency or deficiency that Addax Data Science is able to respond adequately.
2. If the performance of Services by Addax Data Science leads to liability of Addax Data Science, such liability shall be limited to the costs charged in connection with the Service with respect to direct damage. Direct damage is defined as: reasonable costs incurred to limit or prevent direct damage, the determination of the cause of damage, the direct damage, the liability, and the manner of recovery as well as the costs of emergency provisions.
3. Addax Data Science shall not be liable for consequential damage, indirect damage, business damage, loss of profits and/or losses suffered, missed savings, damage due to business stagnation and damage resulting from the use of Services provided by Addax Data Science, damage due to loss of data, damage due to exceeding delivery deadlines, consequential and delay damage, and interest damage.
4. Addax Data Science's liability is further limited to the amount paid by its insurance company per event per year.
5. Addax Data Science is not liable for damages that are or may be the result of any act or omission as a result of (imperfect and/or incorrect) information on its website or those of linked websites.
6. Addax Data Science is not responsible for errors and/or irregularities in the functionality of the software. Should the software not function and "go flat" Addax Data Science shall not be liable.
7. Addax Data Science shall not be liable for any damage caused as a result of, or in connection with, changes made, or work done in or to the software of Addax Data Science that has taken place without the express consent of Addax Data Science.
8. Client shall indemnify Addax Data Science for all claims of third parties due to a defect as a result of a service provided by Client to a third party that consisted in part of Services provided by Addax



Data Science, unless Client can prove that the damage was caused solely by Addax Data Science's service.

9. Any advice delivered by Addax Data Science, based on incomplete and/or incorrect information provided by Client, shall never constitute grounds for liability of Addax Data Science. The content of the advice provided by Addax Data Science is non-binding and of an advisory nature only. Client decides on its own responsibility whether to follow the proposals and herein mentioned advice of Addax Data Science. All consequences resulting from following the advice shall be for the account and risk of Client. Client shall always be free to make its own choices that deviate from the (delivered) advice of Addax Data Science. Addax Data Science shall not be held to any form of refund if this is the case.
10. Client is responsible for the proper security of its own devices on which the Software is installed, security of passwords and more. Under no circumstances is Addax Data Science liable.
11. Addax Data Science does not guarantee the correct and complete transmission of the content of, and e-mail sent by/on behalf of Addax Data Science, nor its timely receipt.
12. The Client guarantees the accuracy and completeness of the information and wishes provided by him regarding the Service.
13. All claims of Client for shortcomings on the part of Addax Data Science shall lapse if these have not been reported to Addax Data Science in writing with justification. Any claim for damages against Addax Data Science shall always be reported in writing, but at the latest within one year after Client was aware or could reasonably have been aware of the facts on which he bases his claims. The liability of Addax Data Science shall in any case end after the expiry of one year after the termination of the Agreement between Parties.

## **Article 23 - Secrecy**

1. Addax Data Science and Client undertake to keep confidential all (confidential) information obtained in the context of an Agreement. Confidentiality arises from the Agreement, or which can reasonably be expected to be confidential information. The parties will observe strict confidentiality with respect to all information they obtain about each other and from each other. All information and data carriers of the other Party shall not be made available to third parties and shall remain strictly confidential unless the other Party has given prior express written consent to do so.
2. Client shall be obliged to keep all data and other materials provided by Addax Data Science confidential, not to disclose them to third parties or give them for use, unless Addax Data Science has given its express consent.
3. If Addax Data Science is bound by a statutory provision or a judicial decision to (communicate) the confidential information to a third party designated by the law or a competent court or indicated third party, and Addax Data Science cannot invoke a right to privilege, Addax Data Science shall not be held to any damages and Client shall not be entitled to dissolve the Agreement.
4. The confidentiality obligation shall also impose on Addax Data Science and Client the third parties to be engaged by them.



## Article 24 - Intellectual Property Rights

1. The Intellectual Property Rights of the agreement is owned by Addax Data Science and Client unless otherwise agreed. This includes designs, analyses, reports, documentations, software, and equipment.
2. Addax Data Science is prohibited from disclosing and/or reproducing, modifying or making available to third parties all documents and software subject to the IP rights and copyrights of Client without the express prior written consent of Client.
3. Client shall be prohibited from disclosing and/or reproducing, modifying or making available to third parties all documents and software subject to Addax Data Science's IP rights and copyrights without Addax Data Science's express prior written consent.
4. Addax Data Science is prohibited from using the products subject to the intellectual property rights of Client other than as agreed in the Agreement.
5. Client is prohibited from using the products subject to Addax Data Science's intellectual property rights other than as agreed in the Agreement.
6. The parties will inform each other and act jointly against any infringement of the Client's IP rights.

## Article 25 - Indemnification and accuracy of information

1. Client is himself responsible for the accuracy, reliability and completeness of all data, information, documents and/or records he provides to Addax Data Science within the framework of the Agreement. Even if these data originate from third parties, Client is responsible for this.
2. Client shall indemnify Addax Data Science from any liability due to failure to fulfill the obligations in the previous paragraph or failure to do so in a timely manner.
3. Client shall indemnify Addax Data Science for claims of third parties regarding intellectual property rights on the data and information provided by Client, which may be used in the performance of the Agreement, as well as regarding the content of the advice and reports prepared by Addax Data Science.
4. If Client provides electronic files, Website or information carriers to Addax Data Science, Client guarantees that they are free of viruses and defects.

## Article 26 - Complaints

1. If Client is dissatisfied with the service or products of Addax Data Science or otherwise has complaints about the execution of the Agreement, Client shall be obliged to report these complaints as soon as possible, but no later than 14 days after the relevant occasion that led to the complaint. Complaints can be reported in writing with the subject line "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by Client for Addax Data Science to be able to handle the complaint.



3. Addax Data Science will respond substantively to the complaint as soon as possible, but no later than 14 days after receipt of the complaint.
4. The parties will try to reach a solution jointly.

### **Article 27 - Applicable law**

1. The legal relationship between Addax Data Science and Client shall be governed by Dutch law.
2. Addax Data Science may unilaterally modify these general terms and conditions. The most current version can be found on the website.
3. All disputes arising out of or in connection with the Agreement between Addax Data Science and Client shall be settled by the competent court of the District Court of Midden-Nederland, location Utrecht, unless provisions of mandatory law designate another competent court.

These general terms and conditions can be found via the website <https://addaxdatascience.com/general-terms-and-conditions>.

*Utrecht, The Netherlands, 4 November, 2023.*

