GENERAL TERMS AND CONDITIONS OF AD HOC DATA BV, ESTABLISHED IN THE HAGUE

Please note that this document is an English translation of our terms and conditions provided to you as an additional service. However, no rights can be derived from this document. Our official Dutch version (Algemene Voorwaarden) is registered with the Chamber of Commerce and is the only version that applies and from which rights can be derived.

1. DEFINITIONS

Client - the counterparty of Ad Hoc Data mentioned in the Agreement.

Service (s) - the activities to be performed by Ad Hoc Data on the basis of the Agreement for a specific need of the Client.

Data - All data (including personal data) to which Ad Hoc Data grants a (sub) license.

Goods - all goods and property rights within the meaning of article 516 et seq. of the Civil Code.

Delivery (s) - Data and / or Services delivered to the Client by Ad Hoc Data based of the Agreement.

Agreement (s) - All that has been concluded between Ad Hoc Data and the Client in the agreement concerning the delivery of Goods, the provision of Services or the Data delivery, including associated appendices.

License - The right to use the Data delivered or made available by Ad Hoc Data.

AVG - General Data Protection Regulation (95/46 / EC).

Parties - Ad Hoc Data and Client.

2. APPLICABILITY

2.1. These general terms and conditions apply to all offers and Agreements, however named, whereby Ad Hoc provides Data Services of any kind or Data, or Goods to Client, even if these Services, Data or Goods are not (further) described in these general terms and conditions.

2.2. By instructing the Client in writing or electronically, the Client accepts the applicability of these general terms and conditions at the same time the Client accepts the exclusion of any general (purchase) conditions applied by the Client. The general (purchase) conditions of the Client are hereby expressly rejected by Ad Hoc Data. If the Client refers to his general (purchase) conditions, these general (purchase) conditions of the client do not apply. This is only different if and insofar as the applicability of the general (purchase) conditions of the Client has been explicitly accepted by Ad Hoc Data and insofar as the general terms and conditions of the Client do not conflict with the provisions of these general terms and conditions.

2.3. Deviations of these general terms and conditions are only valid if expressly agreed in writing or electronically.

2.4. If any provision of these general terms and conditions is void or is nullified, the other provisions of these general terms and conditions will remain in full power and Ad Hoc Data and the Client will consult in order to agree on new provisions to replace the null and void or nullified provisions, taking into account as much as possible the purpose and the tenor of the void or nullified provision.

3. ESTABLISHMENT AND DURATION OF THE AGREEMENT

3.1. All offers, quotations and price estimates made by Ad Hoc Data are without obligations, unless expressly stated otherwise in the offer.

3.2. An Agreement is concluded at the moment that the Client instructs Ad Hoc Data in writing or electronically to deliver Services and / or Data, which agreement is in principle by Ad Hoc Data in writing, by fax or electronically to the Client. confirmed. Furthermore, an Agreement is in any case concluded because Ad Hoc Data has started with the execution of the order.

3.3. Any additional agreements and / or commitments, made and / or done by Ad Hoc Data employees or created and / or done by other persons acting as representatives on behalf of Ad Hoc Data, only bind Ad Hoc Data if these agreements and / or commitments are the directors of Ad Hoc Data, authorized for representation, have been confirmed in writing or by electronic means.

3.4. An Agreement concluded between Ad Hoc Data and the Client is entered for an indefinite period of time, unless the Parties have expressly agreed otherwise in writing or electronically.

3.5. A fixed-term contract is automatically renewed for an indefinite period of time after expiry of the term of the agreement.

4. RIGHT OF USE

4.1. By concluding an Agreement for the delivery of Data, Ad Hoc Data grants the Client a non-transferable and non-exclusive right of use and / or (sub) License (right) for the Services and / or Data, within the terms set by Ad Hoc Data.

4.2. The property rights to the Services and / or Data remain with Ad Hoc Data and / or its supplier. The Agreement does not imply any transfer of patent, copyright or trademark rights or any other intellectual property right.

4.3. The Client is not permitted to publish the Services and / or Data in such a way that they can be obtained free of charge or for a fee from third parties without prior written permission by Ad Hoc Data.

4.4. The username and password are personal. The Client is not permitted to sell, rent and / or give his or her username and / or password to third parties, neither for a fee nor for any other reason, unless Ad Hoc Data has given express written permission for this.

4.5. The Client is obliged, during the term of the Agreement and 90 days thereafter, to cooperate in the removal and / or completion of Data. The removal and / or completion of Data will in any case occur if third parties and / or data subjects have requested this or if this is desirable of a social and / or privacy (legal) perspective. In the case of a request of a data subject or his / her legal representative, rectification of personal data, non-profiling, deletion of personal data or the overfilling of personal data. Ad Hoc Data will quickly provide (technical) instructions for this, if and as far as applicable.

4.6. The Client is obliged, after termination of the agreement, to remove all Data and copies thereof licensed by Ad Hoc Data within 90 days.

5. TERMINATION

5.1. A Contract for a definite period can not be prematurely terminated.

5.2. All Agreements can not be terminated during the first year.

5.3. If an Agreement has been renewed for an indefinite period of time, the Client can terminate it by electronic means at the end of the month

by means of a written cancellation or termination, with due observance of a notice period of one (1) month, unless otherwise agreed in writing.

5.4. Ad Hoc Data has the right, without any obligation to pay damages and without prejudice to the rights to Ad Hoc Data and without notice of default being required to terminate the Delivery and / or the Agreement without terminating a notice period, to terminate and / or deny Client access to the Data if:

- There is a suspicion of violation of the laws or regulations regarding privacy and / or the AVG and / or the law on the Data Leaks and / or the Privacy Act (at least such (privacy))legislation);
- There is a payment arrears;
- There is an application for bankruptcy, an application for bankruptcy is present or a claim has been placed on the Client;
- If there is a transfer of the Client's business;
- A situation arises whereby the (execution of the) Agreement has become impossible, or if maintenance of the Agreement can not reasonably be requested.

5.5. In the event of an acceptance of an interim termination by the Client, Ad Hoc Data shall be entitled to make a final invoice amounting to 50% of the amounts owed to Ad Hoc Data by the Client for the remaining term of the Agreement.

6. CHANGE IN THE ASSIGNMENT

6.1. If the Parties reach an agreement about changes in the execution of the assignment, these changes must be made known to Ad Hoc Data in a timely manner, in writing or electronically. The risk for the implementation of the change (s) expressly communicated in writing or by electronic means in the assignment is at the expense of the Client.

7. EXECUTION

7.1. Ad Hoc Data delivers its Data in a secure digital environment. This environment is only accessible to the Client with the password created by the Client. Ad Hoc Data is free to determine and change the layout and further layout of this digital environment. The Client can not derive any rights from Ad Hoc Data from that digital environment and any amendment thereof.

7.2. Ad Hoc Data has the right to process changes or additions to information in its Data, without prior instruction or authorization of the Client or third parties.

7.3. Ad Hoc Data has the right to record the Data in a form to be determined by Ad Hoc Data, without an assignment or authorization of the Client and without Ad Hoc Data being required to pay any compensation to the Client.

7.4. Ad Hoc Data has the right to increase or decrease the update frequencies of the Data.

8. INTELLECTUAL PROPERTY

8.1. The Client is in no way the owner of Data relating to the Agreement (of assignment). Because the right of ownership does not rest with the Client, the Client is prohibited: presentation, sale, republishing, provision of Data to third parties, the provision of passwords to third parties with regard to the digital environment and / or Services of Ad Hoc Data and / or the whether or not for payment to a third party, or to duplicate and / or make public of Data. Client acknowledges these rights and will refrain from any infringement. All Data of the Ad Hoc Data products are protected. Ad Hoc Data grants the Client an individual license that can be split up and is not subject to alienation, encumbrance or sublicense.

8.2. With every violation of Art. 4 and art. 8 of these general terms and conditions by the Client, the Client will owe by law an immediately due and payable fine of € 25,000 to Ad Hoc Data, or - at the free choice of Ad Hoc Data - € 50 - per data per violation. A single violation is in any case, but not limited to, the misuse of a single data record or data line or data cell, etc. of the provisions in art. 4 and art. 8 mentioned dates. This is therefore all seen as a single violation.

8.3. If the Client violates the laws or regulations regarding privacy and / or the AVG and / or the law on the Data Leaks and / or the Privacy Act (or at least such (privacy) legislation) and this leads to a request and / or a fine of one (semi) government statement the Client owes the fine from article 8 or an amount equal to the fine imposed by the (semi) governmental institution. If a (semi) governmental institution does not impose a fine on Ad Hoc Data but makes a request, the penalty referred to in article 8 will be moderated to the costs reasonably incurred by Ad Hoc Data.

9. PRICES

9.1. The prices of Ad Hoc Data are, unless explicitly agreed otherwise in writing or by electronic means, excluding turnover tax.

9.2. Ad Hoc Data reserves the right, if after the date on which the Agreement comes about, an increase in one or more of the cost factors occurs, to charge these increases to the Client. In the event of a price increase, the Client has the right to dissolve the Agreement for one (1) month after the conclusion of the Agreement.

9.3. If an Agreement is automatically renewed for a period, Ad Hoc Data has the right to apply a price indexation to the originally agreed price. No permission from the Client is required for the validity of a new indexed price. In the event of a price increase, the Client is entitled to dissolve the Agreement for one (1) month after the price increase takes effect.

10. RECLAMATION

10.1. Defects must be notified to Ad Hoc Data in writing or by electronic means within a reasonable period, but no later than within seven (7) days after the discovery of these defects.

10.2. Any claim by the Client on Ad Hoc Data, relating to defects in the assignment performed by Ad Hoc Data, will lapse if:

- the defects in the service are not within the terms set in this article and / or not in the manner specified in this article. Ad Hoc Data have been brought to the notice;
- Client gives Ad Hoc Data no or insufficient cooperation with regard to an investigation into the merits of the complaints;
- The Client has used and / or maintained the delivered products in contravention of the regulations at least in a non-normal manner.

11. PAYMENT

11.1. Payment of the amounts owed by the Client to Ad Hoc Data in respect of the concluded Agreement shall take place by means of direct debit. By concluding the Agreement, the Client grants Ad Hoc Data the authorization to debit the amounts due from the Client's bank account. This authorization applies throughout the duration of the Agreement. The Client may not withdraw this authorization during the term of the Agreement. Ad Hoc Data is entitled to charge € 25 in costs, if the direct debit mandate is nevertheless withdrawn, or if there is insufficient balance in the exercise of the direct debit mandate, or otherwise a cashed payment by the bank is reversed. The above applies unless explicitly agreed otherwise. The foregoing also applies if Ad Hoc Data is

granted a direct debit authorization in any other way. If no direct debit has been agreed, payment must be made within fourteen (14) days of the invoice date. In that case, payment must be made by transfer to the account (IBAN) of Ad Hoc Data, as stated in the Agreement and / or on the invoice, in euros, without discount or setoff.

11.2. If payment is not received by Ad Hoc Data within the agreed period, the Client shall be in default by operation of law and the Client will owe Ad Hoc Data an interest of 1% per month, calculated on the amount due as from the due date, without any notice or notice of default will be required, without prejudice to the right of Ad Hoc Data to claim the amount due with interest and costs of extrajudicial or judicial collection immediately.

11.3. If Ad Hoc Data sends a reminder to the Client and payment is still not forthcoming, Ad Hoc Data will first charge € 25 for administration costs. The other costs of extrajudicial collection are fixed by the parties at 15% of the amount due, with a minimum of € 250. If Ad Hoc Data can demonstrate that it has incurred higher costs, which were reasonably necessary, these will also be eligible for compensation by the Client. This explicitly deviates from the Law on the amicable collection of debts of the consumer.

11.4. In addition, in the event of default, or at least a payment arrears by the Client, Ad Hoc Data has the right to suspend the fulfillment of all its obligations towards the Client.

12. LIABILITY

12.1. Only if the Agreement has not been executed in accordance with the order and there is an attributable shortcoming on the part of Ad Hoc Data, can the Client assert claims against Ad Hoc Data. The liability of Ad Hoc Data is in that case limited to at most an amount equal to the price agreed for the assignment, at least for what has been offered.

12.2. Liability in respect of advice or other services or delivery of Services is limited to at most an amount equal to the price agreed for the assignment.

12.3. Ad Hoc Data is never liable for direct or indirect damage and consequential damage - in any form whatsoever - caused by the fact that the Data contains incorrect or incomplete information.

12.4. Ad Hoc Data is never liable for the consequences of the use and / or processing of the Data, by the Client or a third party. The Client indemnifies Ad Hoc Data against these consequences.

12.5. Ad Hoc Data is never liable for damage as a result of defects if these defects are caused by third parties engaged. This also applies if these engaged third parties cause damage through advice given.

12.6. The Client is aware of its legal rights and obligations with regard to the use of Data delivered by Ad Hoc Data to the Client, in particular legal obligations arising from the applicable laws and regulations regarding privacy and the protection of personal data, including (but not exclusively)) the AVG and the Privacy Act. The Client is independent when using Data from Ad Hoc Data to comply with all applicable legal obligations and indemnifies Ad Hoc Data for claims of third parties and / or measures of a competent regulator in connection with (the consequences of) a possible violation of this. obligations by the Client.

12.7. The Data and / or Services provided by Ad Hoc Data do not offer any guarantee with regard to commercial and / or other risks of any nature whatsoever. Ad Hoc Data and / or its suppliers is (are) not liable for damage resulting from any actions and / or omissions of its (their) employees and / or as a result of (unforeseen) circumstances beyond its (their) power located at the receiving and forwarding Data and / or Services.

12.8. If the Client makes use of Data originating from Ad Hoc Data when approaching third parties (irrespective whether they are commercial or not), the Client is prohibited - unless mandatory legal provisions oblige them to do so - to provide this third information about the origin of the data. that Data.

12.9. The Client is obliged to cooperate in enforcing the laws and regulations regarding privacy and / or the AVG and / or the law on the Data Leaks and / or the Privacy Act (at least such (privacy) legislation).

13. FORCE MAJEURE

13.1. In these general terms and conditions, force majeure is also taken to mean circumstances that prevent the fulfillment of the obligation and that can not be attributed to Ad Hoc Data. Below (if and insofar as these circumstances render fulfillment impossible or unreasonably difficult) is also understood: war, danger of war, civil war, revolt, molestation, fire, water damage, flooding, strike, act of God, occupation, exclusion, integration implementation restrictions, government measures (including provisions from the laws or regulations concerning privacy and / or the AVG and / or the law on the Data Leaks and / or the Privacy Act (at least such (privacy) legislation)), defects in machinery, disruptions in the delivery of energy, everything both in the company of Ad Hoc Data and third parties, whose Ad Hoc Data must fully or partially involve the necessary goods and / or services, whether or not in-house, (provisional) suspension of payment or bankruptcy of the supplier of services to Ad Hoc Data and furthermore caused by all other causes, beyond the fault or the risk sphere of Ad Hoc Data. Such an appeal to force majeure also accrues to Ad Hoc Data in the event that a widespread viral infection (recognized by the European Center for Disease Prevention and Control or similar) is prevalent, transmitted through bites or contact with body fluids that causes human corpses and / or died and are resuscitated and appear dead and / or deceased, then living human flesh, blood, brain or neural tissue, if and insofar as this with a probability bordering on certainty will result in the fall of our modern civilization.

13.2. Ad Hoc Data has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Ad Hoc Data should have fulfilled its obligation.

13.3. In the event that the Client fails to fulfill an obligation as a result of force majeure, Ad Hoc Data is entitled - at the free choice of Ad Hoc Data - to suspend the relevant obligation of Ad Hoc Data for the duration of the force majeure. To regard the agreement as dissolved or to dissolve it, or to cancel the assignment without being obliged to pay any compensation to the Client. In such a case, Ad Hoc Data will notify Client of this as soon as possible.

13.4. If Ad Hoc Data can only partly fulfill its obligations upon the occurrence of the force majeure, it is entitled to invoice the already executed or executable part separately and the Client is obliged to pay this invoice if it concerns a separate Agreement.

14. INDEMNITY

14.1. The Client is obliged to indemnify Ad Hoc Data against all claims that third parties may make against Ad Hoc Data in connection with the performance of the Agreement, insofar as the law does not preclude the relevant damage and costs on behalf of Ad Hoc Data come.

15. TRANSFER

15.1. Ad Hoc Data is entitled to encumber all rights and obligations arising from the Agreements entered into by Ad Hoc Data at the

discretion of third parties and / or transfer them to third parties. In that case, the Client irrevocably lends its cooperation to this transfer for now.

16. PRIVACY AND DATA PROTECTION

16.1. The Client is independently responsible for the fulfillment of all its obligations, in particular in the area of privacy and data protection, to which it is bound by the laws and regulations applicable to it, including the laws and regulations regarding privacy and / or the AVG and / or the law on the Data Leaks and / or the Privacy Act (at least such (privacy) legislation).

16.2. The Client is obliged to inform Ad Hoc Data of any request of a data subject or his / her legal representative, such as - but not limited to - requests for rectification of personal data, non-profiling, deletion of personal data or the overfilling of personal data, without delay in writing or by electronic means to notify.

16.3. The Client is obliged to inform Ad Hoc Data in writing or electronically of any complaint or communication of a (possible) infringement related to personal data of a data subject, without delay.

16.4. If the Client fails to comply fully or partially with its obligations (non-compliance), arising from the law and / or this article, the Client shall immediately and without further summons owe the costs incurred by Ad Hoc Data as a result of this non-performance.

16.5. Ad Hoc Data will legally rely on the Client if Ad Hoc Data suffers damage as a result of or due to a defect in the fulfillment of its obligations, as included in this article, because Ad Hoc Data is held liable by third parties, or a measure or a fine imposed by a competent supervisory authority.

16.6. The obligations of the Client, as stated in this article, also apply when the Agreement with Ad Hoc Data has ended or has been terminated (prematurely).

17. CHANGES TO THE GENERAL TERMS AND CONDITIONS

17.1. Ad Hoc Data reserves the right at all times to change its terms and conditions unilaterally.

17.2. For changes to the general terms and conditions in the anticipation of new or changed laws and regulations and non-material changes, the Client grants Ad Hoc Data irrevocably his consent / permission.

17.3. Client is informed of the change (s) by Ad Hoc Data. Material changes to the general terms and conditions will be discussed with the Client (whether or not in advance).

18. APPLICABLE LAW

18.1. These terms and conditions, all quotations issued by Ad Hoc Data and all Agreements entered into by Ad Hoc Data, as well as the formation and interpretation, are governed exclusively by Dutch law.

19. COMPETENT COURT

19.1. Any disputes ensuing from the Agreement (s) concluded between the Parties, including the collection of amounts due, must in the first instance be brought up exclusively before the competent court in The Hague, without prejudice to the right of Ad Hoc Data to comply with the the competent court to apply.