

General conditions relating to services to be received by DotControl Webbased Solutions B.V., RockBoost B.V. and each of its group companies, each referred to individually in these conditions as DotControl. Version 2019-01

1. Agreement

1.1 The agreement between DotControl and the other party means a written agreement between DotControl and the other party together with the specifications, annexes, appendices and these general purchase conditions.

1.2 No agreement shall be deemed to have been formed until and in so far as DotControl accepts an offer by placing a written order.

2. Prices and payment

2.1 In the absence of express written agreement to the contrary made prior to the agreement, the agreed fee is all inclusive and therefore includes, amongst others, preparatory work, travelling and accommodation expenses, travelling hours, transport, office, meal, administrative costs and other overheads, the costs of any third-parties engaged by the other party with the written consent of DotControl.

2.2 Notwithstanding the above, the agreed fee is excluding VAT.

2.3 Unless otherwise agreed in writing and to the extent the other party meets its contractual obligations, DotControl shall initiate payment of invoices within one month after the date of receipt of an invoice. Invoices shall exclusively be deemed eligible for payment provided they are correctly specified, that they bear the relevant and correct reference or purchase order number and that they are not under dispute.

2.4 DotControl shall be entitled to suspend payment to the other party as long as the other party continues to default on its obligations pursuant to other agreements between the parties.

2.5 The other party is not entitled to terminate or partially terminate the agreement or to suspend or partially suspend the execution of performances under the agreement if DotControl should fail to meet one or more of its (payment) obligations.

2.6 DotControl shall be entitled to offset all debts it owes to the other party against any claim that DotControl has against the other party.

2.7 Any payment by DotControl cannot be regarded as constituting any acknowledgement by DotControl of the soundness of the services rendered and does not release the other party from any liability in that regard.

2.8 The other party shall not be entitled to transfer its claims against DotControl to any third party, without DotControl's prior written consent.

3. Performance of services

3.1 The services shall be performed in the manner and at the time as set out in the agreement, with the expertise that may be expected from an experienced service provider and in accordance with all standing rules, codes of conduct and safety regulations.

3.2 If the other party exceeds the time set to perform the services, the other party will be immediately in default without any notice of default being required (*ingebrekestelling*). The other party shall give DotControl a timely advance notice of the progress of and the possibility of the term being exceeded. That advance notice does not release the other party from its liability in the event of the term actually being exceeded.

3.3 The other party shall notify DotControl in writing when the other party believes that the services have been fully and correctly performed. The performance of services is completed when DotControl has confirmed in writing that the services provided have been performed or that the services provided have been approved. DotControl will inform the other party whether it accepts the

completed work within fourteen days of receiving that notification. The fact that DotControl has put the work into operation cannot be deemed to constitute its acceptance. The acceptance of the completed work does not cancel the rights of DotControl with regard to defects, irrespective of whether DotControl has discovered or could reasonably be expected to have discovered them during the acceptance period and not reported them to the other party.

3.4 The other party is only entitled to outsource any services under the agreement with the prior written consent from DotControl.

4. Warranties

4.1 The other party shall perform, all of its obligations under this contract: (i) in strict accordance with the terms of this contract, including all amendments, work orders and other related documents; (ii) in a professional, commercially diligent basis, in accordance with the generally accepted industry and professional standards, procedures and practices, to the reasonable satisfaction of DotControl and (iii) in accordance with the requirements laid down by or pursuant to law, and/or applicable self-regulatory rules, inter alia in regard to quality and advertising.

5. Intellectual property rights, confidentiality and protective covenants

5.1 Drawings, images, designs, models, calculations, processes, methods, tools, moulds, know-how, confidential business information and all other rights regarding intellectual property or similar rights which are issued by DotControl, are vested in DotControl, or which are made on the instructions of DotControl and/or under the agreement or in that connection by or on behalf of the other party for DotControl (hereinafter jointly: the IPR), accrue exclusively to DotControl and remain exclusively vested in DotControl.

5.2 Any rights of use of IPR granted to the other party shall be nonexclusive, non-transferable to third parties and nonsublicensable.

5.3 The other party shall not be permitted to remove or amend any details in relation to the IPR. The other party shall strictly observe the restrictions on the right of use of the IPR agreed between the parties at all times.

5.4 Where appropriate, the other party undertakes to do everything necessary to provide DotControl with the exclusive IPR, including any necessary deeds of transfer. The other party is obliged to return IPR issued by DotControl on the first request of DotControl and in all cases upon termination of the agreement. The risk concerning the aforementioned IPR is borne by the other party until such IPR are returned.

5.5 The other party shall refrain from using the IPR for purposes other than those for which they were provided and will not reproduce them in full or in part, by any means whatsoever, issue them to third-parties or show them to third-parties.

5.6 The other party guarantees to DotControl that the services delivered to DotControl do not infringe any right of intellectual property belonging to a third-party and will indemnify DotControl on its first request against claims of third-parties and defray in full all damages and costs suffered and incurred by DotControl in connection with those claims.

5.7 The other party is obliged to protect the confidentiality of all information originating from DotControl, including all IPR and information coming to its notice in the context of the execution of the agreement and to stipulate the same in respect of personnel and third-parties engaged in the context of making an offer, assessing an order or executing an agreement. The provisions of this article are applicable in particular - but not solely - to , know-how or procedures of production, prices, confidential business,

technical information and IPR provided by DotControl to the other party. The other party is prohibited from using the aforesaid information for its own purposes or for third-parties. To the extent that the other party must disclose any information originating from DotControl in the performance of this contract to third parties, it shall do so after either having obtained written consent of DotControl and having entered into confidentiality undertakings with such third parties.

5.8 Without DotControl's prior written consent the other party shall abstain from any publicity in whatsoever form about any agreement and/or cooperation between the parties or of any of the terms and conditions or other facts with respect to any agreement between the parties, including the status thereof.

5.9 The other Party undertakes that it will not, with or without payment of any remuneration or consideration, in any way, directly or indirectly (i) not work in or for, cooperate with, undertake, be involved, have an interest in or be engaged in, any person or business conducting activities competing with the business carried out by DotControl, amongst others, relating to products or services comprising or forming part of the economic activity or activities of DotControl, including products and services at a stage of development and/or products or services which are developed but not yet marketed, whether for its own benefit or that of others; (ii) persuade or cause, or attempt to persuade any employee or agent of DotControl to terminate his or its relationship with DotControl, or employ any such person, or take any action that may result in the impairment of the relationship between such employee or agent and DotControl; and (iii) persuade or cause or attempt to persuade any customer, supplier of or person otherwise doing business with DotControl to terminate its relationship with DotControl or take any action that may result in the impairment of such relationship or assist or cause or attempt to assist any competitor of DotControl in carrying on or developing any business competing with the business of DotControl.

5.10 The obligations relating to confidentiality under article 5.7 above in conjunction with 5.11 below shall remain in force during the term of the agreement and for a period of seven (7) years after the expiry or termination of the agreement. The obligations relating to protective covenants under article 5.9 above in conjunction with 5.11 below shall remain in force during the term of the agreement and for a period of two (2) years after the expiry or termination of the agreement.

5.11 In the event of an attributable breach (*toerekenbare tekortkoming*) in the performance of an obligation recorded in article 5.6, 5.7 and 5.9 by the other party, the other party immediately, without any further action, formality or notice of default being required, owes DotControl an immediately payable penalty in the amount of € 50,000 for any breach, increased by € 500 for each day on which the breach continues, without DotControl having to prove any loss or any damage and without prejudice to DotControl and/or the right to claim additional damages. The obligation to pay that penalty and the invocation of that penalty does not release the other party to continue to perform the obligations in article 5.6, 5.7 and 5.9.

5.12 The other party confirms that it acknowledges DotControl's interest in including all the obligations recorded in this article 5 and confirms that the amounts recorded in article 5.11 above are a reasonable estimate of the damage that DotControl would incur as a result of breach in this respect.

6. Termination

6.1 DotControl shall at all times be entitled to terminate all or part of the agreement, subject to a reasonable notice period as agreed upon in the agreement.

6.2 In the event of termination in accordance with the terms of the agreement, DotControl can not be held liable for any form of compensation for damages.

6.3 DotControl is at all times entitled to terminate the agreement with immediate effect and without any further notice or judicial intervention being required if (a) the other party has not, not timely or not properly fulfilled its obligations under the agreement, or (b) the other party files for bankruptcy or suspension of debts (*surséance*), a petition for bankruptcy has been filed against it, passes a resolution for its liquidation, if a liquidator is appointed in respect of its assets or if the other party makes an assignment for the benefit of its creditors or ceases to operate all, or a substantial part of its business, without prejudice to DotControl right to claim compensation for all loss or harm, expenses (including related judicial and extrajudicial expenses) and interest expenses it incurs. Any claims which DotControl may have, or acquire against the other party pursuant to the execution of its rights under this article, shall immediately be due and payable in full.

6.4 The provisions regarding warranties (article 4), IPR, confidentiality and protective covenants (article 5), limitation of liability and indemnification (article 7), governing law and jurisdiction (article 8) and shall survive termination of the agreement.

7. Liability and indemnification

7.1 The other party shall be liable for any harm or loss that DotControl or third parties may incur due to a failure of the other party to meet its obligations, whether that harm or loss is caused by the other party, the other party its staff or any third parties engaged by the other party.

7.2 The other party shall be liable for any harm or loss that DotControl or third parties may incur as a result of any defects in the services provided, even if the other party is not culpable in any way for the creation or existence of those defects.

7.3 The other party shall indemnify DotControl against any and all possible claims in connection with (i) any taxes or social security premiums relating to any payment to the other party under the agreement, other than with respect to the VAT payable on the fee and/or expenses and (ii) any liability to or for the benefit of third parties in connection with a breach of any of the Service Provider's obligations under this Agreement.

7.4 The other party is obliged to obtain adequate insurances from a reputable insurance company to cover its obligations and liabilities pursuant to the agreement and/or the applicable law.

7.5 If an event occurs in providing services that could lead to any liability on DotControl's side, that liability will be limited to the amount equal to the value of the previous monthly fee due to the other party under the agreement.

7.6 If DotControl is liable for damage to persons or property, that liability will be limited to the amount paid out under DotControl's indemnity insurance.

7.7 In any case shall DotControl only be liable for direct losses.

8. Miscellaneous

8.1 DotControl shall be entitled to assign the agreement to a third party without the other party its consent.

8.2 The invalidity or unenforceability of any provision of this agreement shall not affect or limit the validity or enforceability of any other provisions hereof. Any such invalid or unenforceable provision shall be replaced or deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision shall be as close as possible to the intent of the invalid or unenforceable provision.

8.3 The agreement and any and all offers made by DotControl are exclusively governed by the law of the Netherlands. Any disputes arising out or in connection with an agreement shall be submitted to the competent district court of Rotterdam, the Netherlands.