

GENERAL TERMS AND CONDITIONS OF SERVICES
OF
HOUSE OF INCLUSION B.V.

These general terms and conditions (hereinafter referred to as: "General Terms and Conditions") apply to all services and deliveries of House of Inclusion B.V. (hereinafter referred to as: "**HOI**"), a private limited liability company, registered in the trade register of the Chamber of Commerce under number 95152539, with offices in Haarlem, at Floris van Adrichemkade 8, in the Netherlands and/or any subsidiary and/or any affiliated company. These legal entities include all entities that are affiliated with HOI on the basis of the provisions of Articles 2:24a to 2:24c of the Dutch Civil Code.

These General Terms and Conditions have been established by HOI and at the registry of the Chamber of Commerce and can also be found on the HOI website: [link]

1. Definitions and general matters

1.1. The following terms, written in a capital letter, shall have the meaning as specified below within the General Terms and Conditions:

Agreement	any agreement between HOI and Customer;
Article	an article within the General Terms and Conditions;
Customer	the legal entity (or natural person with a legal status) entering into an Agreement with HOI and to which the Agreement and the General Terms and Conditions apply;
Confidential Information	All information shared by Parties in the context of the Agreement or information that shall be shared under this Agreement or any information that should reasonably be considered to be confidential, regardless of whether such information has been designated as confidential;

General Terms and Conditions	These General Terms and Conditions of Services of HOI applicable to and forming an integral part of the Agreement;
HOI	House of Inclusion B.V.
Intellectual Property	all present and future intellectual and industrial property rights including, but not limited to, copyrights, trade name rights, design rights, trademark rights and patent rights, and domain names, all whether registrable or unregistrable and whether registered or not, applications for any of the foregoing, know-how, trade secrets and all other industrial or intellectual property rights or obligations whether registrable or unregistrable and whether registered or not in any country;
Offer	an offer of Services made by HOI;
Party	HOI or Customer independent
Parties	HOI and Customer together
Price	the total amount due for the specific Services offered by HOI.

1.2. The use of heading is for ease of reference only and does not affect the meaning or interpretation of the provisions in these General Terms and Conditions.

1.3. In cases where these General Terms and Conditions refer to "he" or "his", "she" or "her" or "they" or "them" may also be read.

2. Applicability General Terms and Conditions

2.1. The General Terms and Conditions form an integral part of the Agreement and apply to all offers requested by the Customer and to be issued by HOI, the Agreement and all resulting obligations between the Parties with regards to the agreed Services. These General Terms and Conditions also apply to all future follow-up Agreements between the Parties.

- 2.2. These General Terms and Conditions are also applicable to all requests, Offers, instructions, service confirmations, agreements and any other acts with respect to the provision of Services to the Customer by HOI.
- 2.3. The General Terms and Conditions apply at all times unless HOI has expressly deviated from them in writing.
- 2.4. HOI is authorized to amend or supplement the General Terms and Conditions. Amendments/supplements shall apply with due observance of a term of 30 days after the written announcement of such amendment/supplement or on a later date stated in the announcement. Announcement shall mean the publication of the General Terms and Conditions at the Chamber of Commerce.
- 2.5. Any mention or reference, in whatever form and by whomsoever, to other (purchase) conditions of the Customer, other than the General Terms and Conditions, is expressly and completely excluded and rejected. The Customer's conditions shall therefore never apply.
- 2.6. If one or more provisions of the General Terms and Conditions prove to be invalid, the remaining provisions of the General Terms and Conditions shall remain in force and the Parties shall enter into consultations in order to agree on new provisions to replace the invalid, annulled or unenforceable provisions, whereby the purpose and scope of the invalid/annulled or unenforceable provisions shall be taken into account as much as possible.
- 2.7. Unless the Parties agree otherwise in writing in the Agreement, HOI shall not be bound by any legal obligations (conditions) of the Customer and/or the conditions applicable between the Customer and third parties.
- 2.8. The Agreement, including these General Terms and Conditions supersedes any previous agreement made between Parties in connection with the Services.

3. The assignment and its execution (performance obligations) (third Parties)

- 3.1. Prior to concluding an Agreement, HOI will send an Offer to Customer. The Offer is solely binding on HOI if presented by an authorized person within HOI and accepted within the term mentioned in the Offer. If no term is mentioned, the Offer shall be valid for two weeks after the Offer has been sent.

- 3.2. Any Offer can be revoked by HOI outside the term mentioned within the Offer.
- 3.3. An Agreement is only concluded after the Customer has expressly accepted an Offer or after signing the Agreement. Acceptance of the Offer or signing of the Agreement is irrevocable. This acceptance is given by the written confirmation thereof by the Customer or by signing the Offer, unless the Customer, in connection with an urgent matter, has given an oral order, in which case a written confirmation will follow by HOI. Even if an oral order has been given or when HOI has commenced the performance of the Services, these General Terms and Conditions apply and - if and to the extent that the Customer does not immediately indicate that he has not given his approval - an Agreement has been concluded between the Parties by the commencement of the Services offered by HOI.
- 3.4. In case of any conflict, the following order of validity shall apply:
 1. The Agreement;
 2. The General Terms and Conditions.
- 3.5. In the performance of the agreed Services, HOI will exercise the care that may be expected of it as a reasonably competent and reasonably acting expert. In doing so, it will perform the Agreement by deploying competent personnel, independent and suitable agents and using sound materials and it will take into account the reasonable interests of the Customer.
- 3.6. All costs of the resources required for the performance of the Agreement are included in the fee. HOI is free to choose resources, unless otherwise agreed.
- 3.7. The Services to be provided by HOI concern an obligation of means, unless the Parties agree otherwise in writing in the Agreement. Any result shall be a consequence of a performance to the best of its abilities and may not be considered as an obligation of result.
- 3.8. All terms of delivery included in the Agreement are indicative and will not be considered as fatal terms. Exceeding a stated term will therefore not put HOI in default. In cases of a(n) (foreseeable) exceeding of a term, the parties will consult with each other about the next steps. Exceeding of any agreed term does not provide a cancellation or termination right to the Customer.

4. (Company) Information

- 4.1. The Customer is obliged to provide HOI with all information requested by it and all information that the Customer should reasonably suspect is necessary for the performance of the agreed Services or for drawing up an Offer.
- 4.2. HOI is not liable for any inaccuracies or imperfections in the information or working method provided by the Customer.
- 4.3. If and to the extent that HOI will perform its Services at Customers' location, the Customer must ensure that HOI has access to the necessary spaces and has the resources requested by it at its disposal in order to be able to perform its Services as well as possible. Customer must also ensure a safe working environment.

5. Price and Payment obligations

- 5.1. The Price offered by HOI is the price excluding VAT and any other additional statutory costs or costs imposed by the government. The Prices are also excluding any costs related to third party (services) required for the performance of HOI.
- 5.2. HOI is entitled to change these agreed rates annually with a maximum index as presented each year by the CPI. HOI will inform the Customer in a timely manner of the intended rate changes.
- 5.3. If a Price included in the Offer is based on data and/or information provided by the Customer and this data or information proves to be incorrect, HOI has the right to unilaterally adjust the Price to the correct facts and circumstances, even after the Agreement has been concluded.
- 5.4. All Prices included in the Offer are subject to typing and calculation errors. HOI cannot be expected to accept obvious errors in its Offer.
- 5.5. HOI will send an invoice for the amount owed by the Customer. If the agreed Services are delivered in phases, HOI is entitled to invoice per delivered phase, monthly or based on hours worked (this at the discretion of the Customer).
- 5.6. The payment term of an invoice is 30 days after the date of the invoice, unless otherwise agreed.
- 5.7. Any objections to the invoices submitted by HOI must be made known to HOI in writing before the expiry of the payment term (as included in the previous

paragraph). If not presented within this time frame, the correctness of the invoice will be of fact and undisputable.

- 5.8. The right to offset or suspend the payment obligation by the Customer with regard to the invoices owed by it is excluded.
- 5.9. If the Customer does not pay in full on time, it will be in default by operation of law from 30 days after the payment term without notice of default being required. If an amount due is not paid within the payment term, the statutory commercial interest pursuant to Art. 6:119a BW and €15 administration costs are due on the outstanding amount without further notice of default by HOI. In the event of late payment, the Customer is obliged, in addition to the amount due and the interest accrued thereon, to pay full compensation for both extrajudicial and judicial collection costs, including the costs for lawyers, bailiffs and collection agencies.
- 5.10. The claim for payment is immediately due and payable if the Customer is declared bankrupt, applies for a suspension of payments and, furthermore, if it goes into liquidation, is dissolved or if bankruptcy is granted.
- 5.11. In the above cases, HOI also has the right to terminate or suspend the performance of the Agreement or any part thereof that has not yet been performed without notice of default or judicial intervention, without the Customer thereby obtaining a right to compensation.
- 5.12. In case of cancellation, for any reason, the Client is obligated to pay: 1. In case of cancellation up to 30 days before the start of the production date, 50% of the agreed quotation. 2. In case of cancellation in the period between 30 days and 15 days before the start of the production date, 75% of the agreed quotation. 3. In case of cancellation in the period within 15 days before the start of the production date, 100% of the agreed quotation.

6. Intellectual Property

- 6.1. Unless specifically declared to be an Intellectual Property of HOI, all Intellectual Property Rights that rest on the Services provided by HOI remain with the Customer and shall be – if necessary – transferred to the Customer.
- 6.2. If required for the performance of Services by HOI, HOI shall be granted the right of use of Intellectual Property owned by the Customer, without the obligation of any compensation by HOI.

- 6.3. Any risk and costs related to the transfer of Intellectual Property shall be born by the Customer.

7. Limited Liability and Indemnities

- 7.1. The total liability of HOI is excluded to the extent legally possible. If and to the extent that HOI is subsequently held liable (regardless of the legal basis thereof), this liability is at all times limited to compensation for direct damage up to a maximum of the amount of the last invoice sent (excl. VAT) for the Services provided, with a maximum of EUR 5,000.
- 7.2. In cases in which HOI and Customer have a long-term agreement with each other on the basis of which HOI provides ongoing Services, the invoice value is considered (taking into account the maximum amount stated in Article 7.1.) the amount (excl. VAT) invoiced by HOI for Services provided in the period of one (1) full calendar months prior to the event causing the damage.
- 7.3. HOI can never be held liable for indirect or consequential damage, as well as for damage resulting from lost profit, lost turnover, savings, reduced goodwill, staff turnover and/or damage resulting from business stagnation, claims from employees, customers/suppliers of the Client, damage or fines owed to third parties, loss of products or damage related to the use of the Services, Software or Hardware provided by Customer.
- 7.4. The total liability of HOI for damage resulting from death or bodily injury or for material damage to property will in no case exceeding EUR 10.000 per damaging event, whereby a series of related events is considered to be one event.
- 7.5. Any claim for damages against HOI shall expire after six (6) months from the date the claim arose. The date of the claim arose is when the claim is acknowledged or determined by an independent third party (a judge or independent advisor).
- 7.6. HOI is not liable for any damage caused by a third party, regardless of which Party engaged with the specific third party.

- 7.7. Customer indemnifies HOI against all claims from third parties relating to an alleged infringement of the Intellectual Property of a third party in connection with the Services. Customer will provide HOI with any support it may require in defending its legal position and will notify HOI of a claim without delay. HOI cannot be held liable if the inability to perform its Services is a result from aforementioned infringement.

8. Term and termination

- 8.1. The Agreement ends at the end of the agreed term within the Agreement or, in cases where the Services provided by HOI concern a one-off delivery, when these Services have been completed.
- 8.2. In cases where the Parties agree on a long-term agreement with each other and this Agreement commences an initial term, the Agreement will be extended for the same duration after the end of the agreed term.
- 8.3. If and to the extent that an Agreement referred to in Article 8.2 applies, both Parties have the right to terminate the Agreement without giving reasons after the initial term has expired, taking into account a notice period of two months.
- 8.4. The Parties also have the right to terminate the Agreement, regardless of its duration, with immediate effect in whole or in part if one of the following cases occurs:
- a) if and to the extent that the non-terminating Party has been granted a provisional or definitive suspension of payments or if bankruptcy has been requested;
 - b) if and to the extent that the non-terminating Party has been declared bankrupt;
 - c) if and to the extent that the non-terminating Party acts in breach of a substantial and essential obligation under the Agreement or these General Terms and Conditions and fails to fulfil its obligations within a reasonable period after having been given written notice of default;
 - d) if and to the extent that the activities of the non-terminating Party are suspended or liquidated, if any assets are seized.

- 8.5. HOI also has the right to terminate the Agreement in whole or in part with immediate effect if circumstances arise that are of such a nature that fulfilment of the Agreement by HOI becomes impossible or cannot reasonably be expected of it.
- 8.6. If and to the extent that the Agreement is terminated with immediate effect, the outstanding amounts will become immediately due and payable. Furthermore, in the event of premature termination of the Agreement, the Customer is obliged to reimburse the agreed Price to HOI, at least in proportion to the period in which HOI has provided its Services up to the date of termination.
- 8.7. HOI is entitled to suspend its obligations under the Agreement if the Customer fails to fulfil its obligations, fails to fulfil them on time or fails to fulfil them properly.

9. Confidentiality

- 9.1. Parties shall treat all Confidential Information received prior to, during or upon settlement of the Agreement as strictly confidential. The Parties shall also impose this obligation on their employees and on third parties engaged by them for the performance of the Agreement.
- 9.2. The aforementioned obligation shall not apply to information that:
- a) was already known to the Parties;
 - b) is or has become generally known without the actions of the receiving Party;
 - c) was lawfully obtained from a third party by the receiving Party;
 - d) was obtained by the receiving Party through its own investigation, without using Confidential Information in any way.
- 9.3. The obligation to maintain confidentiality of Confidential Information shall also apply after termination of the Agreement, in any case for a period of two (2) years after termination of the Agreement.

10. Use of personal data

- 10.1. If and to the extent that HOI processes personal data, as defined in the General Data Protection Regulation (hereinafter referred to as: "GDPR"), in the context of the performance of the Agreement, HOI will be considered a 'processor' within the meaning of the GDPR and art. 28 GDPR applies accordingly.

- 10.2. In accordance with art. 28 paragraphs 1 and 3 GDPR, HOI will take reasonable technical and organizational measures to process the personal data in a secure environment and only if and to the extent that processing of that data is necessary for the performance of the Agreement and on the basis of the written instructions to this effect by the Customer.
- 10.3. The Customer indemnifies HOI against any claims from third parties relating to a privacy breach. Customer also indemnifies HOI and fully compensates it for any claims from third parties/data subjects, for whatever reason (third parties or the Dutch Data Protection Authority or other supervisory authorities) whose personal data are processed, unless Customer can demonstrate that the underlying facts are directly attributable to HOI and can demonstrate the causal link between that conduct and the damage. Any liability of HOI arising from this falls within the scope of Article 7. Any administrative fine imposed on Customer cannot be recovered from HOI.
- 10.4. In cases in which a security breach or data breach (Article 4 paragraph 12 GDPR) occurs, HOI will report this to Customer as soon as possible, preferably within 24 hours of discovering it, so that Customer can pass this report on to the relevant supervisory authorities. The reporting obligation remains a legal responsibility of Customer as the controller.
- 10.5. Customer warrants that it has obtained all necessary powers and rights for lawful processing of personal data before passing on these personal data to HOI.

11. Force Majeure

- 11.1. Parties are not obliged to fulfil the Agreement in cases in which they are prevented from doing so by force majeure or by a circumstance that is not their fault, nor for which they are responsible under the law, legal act or generally accepted views. Force majeure shall in any case include situations such as government measures, natural phenomena, fires, strikes/riots, wars.
- 11.2. In the event of a force majeure situation, fulfilment of the obligations under the Agreement shall be suspended in whole or in part for the duration of the force majeure, without the Parties being obliged to pay any compensation to each other in this respect.

11.3. If a force majeure situation lasts longer than 45 consecutive days or as soon as it is established that the force majeure situation will last longer than three months, each Party has the right to terminate the Agreement with a notice period of fourteen (14) days, without the terminating Party being liable for any damages on the basis of the termination. In that case, that which has already been performed on the basis of the Agreement will be invoiced to the Customer pro rata.

12. Applicable law

12.1. These General Terms and Conditions and the Agreement are governed by Dutch law.

12.2. Any disputes arising between the Parties will first be attempted to be resolved mutually, possibly with the assistance of an independent third party engaged by both Parties. In the latter case, both Parties must approve the assistance of the proposed expert. If the dispute is not resolved, it will be settled by the competent court in Amsterdam.
