

# Terms and Conditions of SPOTONVISION B.V.

We advise you to read these terms and conditions carefully so that you are aware of your rights and obligations under the agreement between you and us. You are referred to as the Customer in these terms and conditions.

## General provisions

### Article 1. Definitions

In these terms and conditions, the following capitalized terms always have the following meaning:

#### SPOTONVISION B.V.

The private company SPOTONVISION B.V., having its registered office and office in (1181 KK) Amstelveen at Van Heuven Goedhartlaan 121;

#### Terms and conditions

These terms and conditions of SPOTONVISION B.V. ;

#### Service / Services

The service and / or services provided by SPOTONVISION B.V. is performed and / or cared for, the SPOTONVISION B.V. to provide mediation and support services and (other) activities, including;

#### Intellectual property rights

All intellectual property rights such as copyrights, trademark rights, patent rights, trade name rights, database rights and neighbouring rights, as well as related rights such as rights to know-how and domain names;

#### Customer

You, the customer and counterparty of SPOTONVISION B.V. to the Agreement;

#### MAP

The relevant marketing automation platform made available directly or indirectly to customers in the form of a SaaS application;

#### Agreement

The assignment agreement between SPOTONVISION B.V. and Customer in which the specifications of the Services are included;

#### Parties

SPOTONVISION B.V. and / or Customer.

### Article 2. Applicability

a) The terms and conditions apply to every Agreement between SPOTONVISION B.V. and Customer. Any terms and conditions of the Customer are hereby expressly rejected.

b) Deviations from and additions to the Agreement are only valid if agreed in writing by the Parties.

c) When SPOTONVISION B.V. If other parties are involved to provide the Services, these terms and conditions also apply to the performance of the Services provided by this third party, together with the terms and conditions of the third party in question.

d) SPOTONVISION B.V. is entitled to change these terms and conditions. Substantive changes take effect one (1) month after publication. Changes to the terms and conditions have no effect on an existing Agreement.

### Article 3. Realization agreement

1. Offers from SPOTONVISION B.V. are without obligation, unless a period of validity is included in the quotation. If no period for acceptance has been included, the quotation always expires after a period of 14 days.

2. If the Customer without a prior offer to SPOTONVISION B.V. issued an order is SPOTONVISION B.V. only be bound by this order after he has confirmed it to the Client in writing.

3. A quote for the delivery of multiple Services is mandatory SPOTONVISION B.V. not to deliver part of the Services in this quotation for a corresponding part of the price, unless the Client is given the option to purchase a Service separately.

4. Offers, quotations and rates do not automatically apply to extensions, extensions and / or new (additional work) orders. A repeat order and / or additional work will only be carried out on

the basis of an additional agreed assignment with a reference to the initial offer and / or Agreement.

5. Adjustments to the Agreement may, without the written permission of the management of SPOTONVISION B.V., never result in a change in the agreed contract value.

#### Article 4. The Service

1. SPOTONVISION B.V. always performs his Services according to an obligation of best efforts and he gives no guarantee with regard to the results of his services, unless and insofar as in the written Agreement SPOTONVISION B.V. has expressly promised a result and the result in question has also been described with sufficient certainty.

2. SPOTONVISION B.V. will execute the Agreement to the best of its knowledge and ability and in accordance with the requirements imposed on a professional party. If and in so far required for the proper execution of the Agreement, SPOTONVISION B.V. it right to have certain Services performed by third parties, at the discretion of SPOTONVISION B.V.

3. If the Agreement has been entered into with a view to performance by a specific person, SPOTONVISION B.V. always entitled to replace this person with one or more persons with the same and / or similar qualifications. The Client is aware of the international nature of SPOTONVISION B.V. to use English speaking people. The applicability of Article 7: 404, 7: 407 and 7: 409 of the Dutch Civil Code is expressly excluded.

4. SPOTONVISION B.V. is not obliged to follow instructions from the Client in the performance of its Services, in particular not if these concern instructions that change or supplement the content or scope of the agreed Services. However, if such instructions are followed, the relevant Services will be reimbursed in accordance with the usual rates of SPOTONVISION B.V.

5. Only when this has been explicitly stipulated in writing in the agreement, does an agreed period constitute a strict deadline. In all other cases, an agreed period is considered to be indicative.

6. SPOTONVISION B.V. is entitled to perform the Services in parts or phases, whereby each part or each phase can be invoiced separately.

#### Article 5. Obligations of the Customer

1. The Client undertakes to inform SPOTONVISION B.V. provide all necessary information and cooperation that SPOTONVISION B.V. to provide the Services. More specifically, the Customer undertakes to provide the billing information (including PO numbers) it provides upon closing, but no later than 30 days after the conclusion of the Agreement to SPOTONVISION B.V. available. SPOTONVISION B.V. may suspend the Services as long as the Customer does not comply with the obligation in this provision. SPOTONVISION B.V. is never liable for any damage and / or delay that has arisen due to non-compliance, late delivery or inadequate compliance with the information and cooperation obligation referred to in this article.

2. In the event of late cancellation of already scheduled Services, SPOTONVISION B.V. reserves the right to charge the Client a fee corresponding to those Services, unless SPOTONVISION B.V. indicates that he can use his resources made available for the execution of the Service elsewhere, for example on other projects, as follows: Cancellations,  
a) > 2 weeks before the start Services: 0%;  
b) 2 - 1 weeks before start Services: 50%;  
c) <1 week before start Services: 100%.

#### Article 6. Delivery times

1. By the SPOTONVISION B.V. specified deadlines only apply as indicative deadlines and not as strict deadlines, unless explicitly agreed otherwise in writing. Exceeding the deadlines does not relieve the Client of his obligations towards SPOTONVISION B.V.

2. If between the Customer and SPOTONVISION B.V. a term / date has been agreed within which the Agreement must be executed and the Client fails to: (a) pay an advance payment - if agreed - or (b) make the necessary documents timely, complete, in the desired form and in the desired manner for to make available, the Client and SPOTONVISION BV will enter in consultation about a new term / date within which the Agreement must be executed.

3. In the event that any period is exceeded, the Client must inform SPOTONVISION B.V. to give written notice of default.

## Article 7. Involvement of third parties

1. If third parties are engaged at the request of the Customer or in the opinion of SPOTONVISION B.V. is useful or necessary for the execution of the Agreement, or if this ensues from the nature of the Agreement, SPOTONVISION B.V. entitled to give instructions to third parties on behalf of and for the account of the Customer. The engaged third party must then be paid directly by the Customer, unless explicitly agreed otherwise in writing. SPOTONVISION B.V. guarantees that the third-party workforce employed has the same quality, loyalty and integrity requirements (including confidentiality obligations) as it does to its own staff.

2. If SPOTONVISION B.V. when implementing the Agreement, engages third parties in its own name, the costs for the goods and / or services delivered by the third party will be charged by SPOTONVISION B.V. to the Customer, possibly increased by an agreed desk surcharge.

3. If and insofar as conditions applied by a third party engaged in the implementation of an Agreement are applicable and / or this third party is bound by conditions or regulations that apply to the mutual legal relationship between this third party and SPOTONVISION B.V., SPOTONVISION B.V. may invoke the relevant conditions and / or the relevant regulations also towards the Customer. The relevant conditions will in that case be provided to the Customer prior to the conclusion of the Agreement. For the rest, the present terms and conditions remain fully applicable to the legal relationship between the Parties.

## Article 8. Termination of the Agreement

1. The duration of the Agreement is determined in the Agreement itself.

2. It is SPOTONVISION B.V. allowed to terminate an Agreement in writing at any time with due observance of a notice period of two months. SPOTONVISION B.V. is not obliged to any form of compensation and / or financial compensation as a result of an (interim) cancellation.

3. Either Party has the right to terminate the Agreement in whole or in part with immediate effect when the other Party goes bankrupt or the other Party is granted suspension of payment, as

well as when the business of the other Party is dissolved or goes into liquidation .

4. If the Agreement is dissolved at any time and Services have already been performed at that time, the Services already performed and the related payment obligation of the Client will not be subject to any cancellation obligation, unless the Client can prove that SPOTONVISION B.V. is in default with regard to specifically those Services. Amounts that SPOTONVISION B.V. prior to the dissolution. are invoiced in connection with the services already properly performed or delivered in the context of the implementation of the Agreement remain fully due and are immediately due and payable at the time of termination.

5. If a Contract is not cancelled in time, SPOTONVISION B.V. entitled to a percentage of the contract value charged to Customer, as follows:  
a) > 3 weeks before the start Services: 0%;  
b) 3 - 1 weeks before start Services: 50%;  
c) <1 week before start Services: 100%.

6. The Client is liable to third parties for the consequences of the cancellation and SPOTONVISION B.V. indemnify against claims arising from these third parties.

## Article 9. Reimbursement and Payment

1. All amounts as stated in an offer, quotation or Agreement are in Euros and are stated excluding VAT and any other government levies, unless stated otherwise.

2. Customer must pay the invoice in full within a period of 30 days after the invoice date. This payment term applies as a strict deadline and the Client is therefore in default without further notice of default if payment is not made on time.

3. If the Client has the opinion that the amount of the invoice is incorrect, or that there is any other defect in the invoice, he must inform SPOTONVISION B.V. immediately thereof, with convincing evidence of its position. Disputing for (a part of) an invoice does not suspend the payment obligation of the Client with regard to (the undisputed part of) an invoice.

4. SPOTONVISION B.V. is entitled to adjust its rates at any time. SPOTONVISION B.V. will inform the Customer of this at least 2 (two) months prior to a rate change. If SPOTONVISION B.V. If a rate change has been announced, the

Customer may cancel the Agreement until the rate change takes effect. The Client must thereby observe a cancellation period of one month.

5. SPOTONVISION B.V. is entitled to increase its rates annually in accordance with the Consumer Price Index, as published by the Central Bureau of Statistics, without this giving the Customer the right to cancel or otherwise terminate the Agreement.

## Article 10. Intellectual Property Rights

1. All Intellectual Property Rights that rest on documents or materials that the Client holds to SPOTONVISION B.V. within the framework of the implementation of the Agreement, remain with the Client at all times. Customer provided to SPOTONVISION B.V. a worldwide, non-exclusive and sublicensable license to use the materials supplied for the implementation of the Agreement.

2. The Intellectual Property Rights that at the conclusion of the Agreement with SPOTONVISION B.V. remain with SPOTONVISION B.V.

3. If and insofar as Intellectual Property Rights arise on the result of the Services in the performance of the Agreement, these Intellectual Property Rights will rest with SPOTONVISION B.V. Insofar as necessary, the Client undertakes to transfer these Intellectual Property Rights to SPOTONVISION B.V. to be transferred.

4. Under the condition that the Customer has fulfilled all its (payment) obligations under the Agreement, the Customer obtains a limited, non-transferable, non-exclusive license to use the Intellectual Property Rights on the result of the Services.

## Article 11. Confidentiality and takeover of staff

1. Each of the Parties shall keep the information it receives (in whatever form) from the other Party and any other information concerning the other Party that it knows or can reasonably suspect is secret or confidential, or information that it may expect that the dissemination thereof may cause harm to the other Party, and shall take all necessary measures to ensure that its personnel also keep the said information secret.

2. The confidentiality obligation mentioned in the first paragraph of this article does not apply to information:

- (a) which at the time the recipient received this information was already public or subsequently became public without a breach by the receiving Party of a duty of confidentiality imposed on it;
- b) for which the receiving Party can prove that this information was already in its possession at the time it was provided by the other Party;
- c) which the receiving Party has received from a third party whereby that third party was entitled to provide this information to the receiving Party
- d) that is made public by the receiving Party on the basis of a legal obligation.

3. The obligation of confidentiality described in this article applies for the duration of the Agreement in question and for a period of three years after the termination thereof.

4. Each of the Parties shall, during the term of the Agreement and one year after the end thereof, only employ employees of the other Party who are or have been involved in the performance of the Agreement after prior written permission from the other Party. otherwise work directly or indirectly for themselves. Conditions may be attached to this permission, including the condition that the Client makes a reasonable compensation to SPOTONVISION B.V. pays.

5. In the event of a violation of this article, the Client forfeits for the benefit of SPOTONVISION B.V. an immediately due and payable fine of € 5,000 for each violation and in addition an amount of € 500 for each day that the violation continues. This is regardless of whether the violation can be attributed to the Customer. Moreover, prior notice of default or legal proceedings is not required for the forfeiture of this fine. There is also no need for any form of damage. Forfeiting the fine does not affect the other rights of SPOTONVISION B.V. including his right to claim compensation in addition to the fine.

## Article 12. Liability

1. The liability of SPOTONVISION B.V. is limited to compensation for direct damage regardless of the reason for the liability.

2. Direct damage only means:

- a) Property damage, exclusively within the meaning of Section 3, Title 3 of Book 6 of the Dutch Civil Code;

b) Reasonable and demonstrable costs to prevent property damage, insofar as the Customer can demonstrate that these costs have led to a limitation of direct damage within the meaning of the Agreement;

c) Reasonably incurred and demonstrable expenses incurred by the Customer to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of the Agreement;

d) Reasonably incurred and demonstrable costs that the Client must incur in order to perform SPOTONVISION B.V. to comply with the Agreement.

3. SPOTONVISION B.V. is not liable for damage other than direct damage, such as loss of profit, loss of turnover, loss of expected savings and other similar financial losses, as well as loss of goodwill or good name or reputation and all other damage not covered by the aforementioned direct damage.

4. SPOTONVISION B.V. is also not liable for damage or costs resulting from the use or misuse of access or identification codes or certificates, unless the misuse is the direct result of intentional or deliberate recklessness or negligence on the part of the management of SPOTONVISION B.V.

5. Insofar as SPOTONVISION B.V. is liable, that liability is limited to the amount that is covered by the applicable SPOTONVISION B.V. insurance. is paid, and in the absence thereof, up to a maximum of the (pro rata) compensation paid by the Client in a calendar year under the Agreement.

6. The right of the Customer to claim compensation expires in any case one (1) year after the event that caused the damage occurred.

## Article 13. (Personal) data, processing and information security

1. If SPOTONVISION B.V. if this is important for the implementation of the agreement, the Client will inform SPOTONVISION B.V. upon request, immediately inform in writing about the manner in which the Client carries out its obligations under legislation on the protection of personal data.

2. Customer indemnifies SPOTONVISION B.V. for claims by persons whose personal data are registered or processed in the context of a personal registration that is held by the Customer

or for which the Customer is otherwise legally responsible, unless the Customer proves that the facts underlying the claim are solely due to SPOTONVISION BV imputable.

3. Responsibility for the data that is used by SPOTONVISION B.V. Service provided are solely with the Customer. Customer is there towards SPOTONVISION B.V. that the content, use and / or processing of the data is not unlawful and does not infringe any rights of a third party. Customer indemnifies SPOTONVISION B.V. against any legal claim by third parties, for whatever reason, in connection with this information or the implementation of the Agreement.

4. If SPOTONVISION B.V. is obliged to provide a form of information security on the basis of the Agreement, that security will meet the specifications regarding security as agreed in writing between the Parties. Although SPOTONVISION B.V. ISO 270001: 2013 certified, is SPOTONVISION B.V. never ensure that information security is effective under all circumstances. If an explicitly described security is missing in the Agreement, the security will meet a level that, given the state of the art, the sensitivity of the data and the costs associated with taking the security, is not unreasonable, whereby the ISO 27001 : 2013 standard if the standard applies. For a different information security level desired by Customer, additional costs may be charged to Customer.

5. If computer, data or telecommunication facilities are used in the performance of the Agreement or otherwise, SPOTONVISION B.V. entitled to assign Customer access or identification codes. SPOTONVISION B.V. is entitled to change assigned access or identification codes. The customer treats the access and identification codes confidentially and with care and only makes these known to authorized staff members. SPOTONVISION B.V. is never liable for damage or costs resulting from use or misuse made of access or identification codes, unless the misuse has been possible as a direct consequence of an action or omission by SPOTONVISION B.V.

## Article 14. Force majeure

1. If the Client is prevented by force majeure from fully and / or timely performing the agreed Services, SPOTONVISION B.V. at his discretion the right to suspend the execution of the Agreement concerned or to dissolve the Agreement in whole or in part by means of a

written statement, without SPOTONVISION B.V. until any compensation or guarantee is held.

2. Force majeure includes: strike, fire, machine breakdown and other business disruptions, transport disruptions and others beyond the control of the SPOTONVISION B.V. or its suppliers' underlying events, as well as sudden increases in import duties and excise duties and / or taxes, delays or failure to deliver by suppliers, failure to obtain the necessary permits and other government measures.

### Article 15. Miscellaneous

1. Customer is not entitled to his rights and / or obligations arising from the Agreement without permission from SPOTONVISION B.V. to be transferred to a third party, unless the Parties have expressly agreed otherwise in writing.

2. If any provision of this Agreement is or becomes invalid or non-binding, the Parties will remain bound by the remaining provisions. The Parties will then, in good consultation, replace the invalid provisions with another that is valid and that approximates the intention of the Parties as much as possible.

3. Dutch law applies to the Agreement. All disputes arising from the Agreement must be submitted in the first instance to the competent court in the district where SPOTONVISION B.V. is established.

## Advice and consultancy

### Article 16. Advice and consultancy

The provisions included in this article "Advice and consultancy" apply, in addition to the previous General Provisions, if SPOTONVISION B.V. Provides services in this area. The provisions of this article are inextricably linked to the provisions of the other articles of these terms and conditions. In the event of a conflict, the provisions of this article prevail.

1. The duration of an Agreement in the field of consultancy or advice depends on various factors and circumstances, such as the quality of the data and information provided by the Customer and the cooperation of the Customer and relevant third parties. Unless otherwise agreed in writing, SPOTONVISION B.V. therefore do not commit to a lead time of the assignment in advance.

2. The Services of SPOTONVISION B.V. is only performed on the usual working days and times of SPOTONVISION B.V. The Client guarantees that the working and rest times and the working hours of the posted employee comply with the relevant laws and regulations. In the event of illness, the Parties will consult with each other as soon as possible in order to reach a solution.

3. The use that the Client makes of a service provided by SPOTONVISION B.V. advice and / or consultancy report issued is always at the risk of the Client. The burden of proof that (the manner of) consultancy and consultancy services do not comply with what has been agreed in writing or with that of a reasonably acting and competent SPOTONVISION B.V. may be expected, lies entirely with the Client, without prejudice to the right of SPOTONVISION B.V. provide proof to the contrary by any means.

4. Without prior written permission from SPOTONVISION B.V. Customer is not entitled to make a statement to a third party about the working methods, methods and techniques of SPOTONVISION B.V. and / or the content of the advice or reports from SPOTONVISION B.V. Client will provide the advice or reports of SPOTONVISION B.V. not provide or otherwise disclose to a third party.

5. SPOTONVISION B.V. will inform the Client periodically in the manner agreed in writing about the performance of the Services. Customer shall SPOTONVISION B.V. Report in writing in advance on circumstances that apply to SPOTONVISION B.V. are or may be of interest, such as the method of reporting, the points for attention to which the Customer wishes attention, prioritization of the customer, availability of resources and personnel of the Customer and special or for SPOTONVISION B.V. possibly unknown facts or circumstances. The customer will take care of the further distribution and knowledge of the information provided by SPOTONVISION B.V. information provided within the organization of the Customer and assess this information in part based on this and SPOTONVISION B.V. inform about this.

6. In the absence of an explicitly agreed payment schedule, all payments that relate to payments made by SPOTONVISION B.V. Services provided as referred to in this article are payable in arrears per calendar month.

## SaaS en software services

### Article 17. SaaS en software services

The provisions contained in this article "SaaS and software services" apply, in addition to the previous General Provisions and the general terms and conditions declared applicable by the relevant MAP to its SaaS application, if SPOTONVISION B.V. Provides services in this area. The provisions of this article are inextricably linked to the provisions of the other articles of these General Terms and conditions. In the event of a conflict, the provisions of this article prevail.

1. For the application of this module, the SaaS application is understood to mean: making software available remotely and keeping it available to the Customer via the Internet or another network, without providing the Customer with a physical carrier with the relevant software.
2. SPOTONVISION B.V. mediates in making available to Customer the SaaS application determined in the Agreement between Parties. SPOTONVISION B.V. endeavors to ensure that the SaaS application is made available to the Client under license as soon as possible after the Agreement has been entered into. The Client in turn ensures that, immediately after entering into the Agreement, it has the facilities required for the use of the SaaS application.
3. SPOTONVISION B.V. is not responsible for the purchase and / or proper functioning of the infrastructure of the Customer or that of third parties. SPOTONVISION B.V. does not guarantee that the software to be made available to the Client within the framework of the SaaS application is error-free and functions without interruptions.
4. The SaaS application is purchased from the MAP provider on behalf of the Customer and provided to the Customer as a subscription ("Subscription"), with a minimum contract duration of 12 months, whereby SPOTONVISION BV reserves the right to use of the SaaS application corresponding usage fee (with a surcharge) for the MAP to be charged to the Client.
5. Unless otherwise agreed in writing, the Client is responsible for management, including checking the settings, the use of the SaaS application and the way in which the results of (the use of) the SaaS application are used. The Customer is also responsible for the instruction and use by users,

regardless of whether these users are in a relationship of authority with the Customer.

6. If SPOTONVISION B.V. Provides SaaS applications from third parties, including MAP providers, to the Client or mediates thereby, the Client acknowledges that, regarding the use of the SaaS application, the (license) conditions of the relevant third party in the relationship between SPOTONVISION B.V. and the Client (back-to-back) are applicable, with the exception of the deviating provisions in these General Terms and conditions,
7. The Client acknowledges that on the use of the SaaS application the relevant of the MAP in the legal relationship between the Client and SPOTONVISION B.V. (back-to-back) are applicable and the Client undertakes towards the MAP provider and SPOTONVISION B.V. to comply with the obligations arising from this, provided that the applicability of the (license) conditions of the MAP provider by SPOTONVISION B.V. have been notified to the Customer in writing and those conditions have also been provided to the Customer prior to or at the conclusion of the Agreement. Contrary to the previous sentence, the Client is not entitled to invoke SPOTONVISION B.V. to comply with the aforementioned information obligation, if the Customer is a party as referred to in Article 6: 235 paragraph 1 or paragraph 3 of the Dutch Civil Code.
8. More specifically, the Client must operate within the license issued by the MAP provider of the SaaS application, whereby the Client is authorized in the meantime to extend the (number of users) licenses issued under a Subscription, if and to the extent that the conditions of the MAP provider allow this. The interim downward adjustment of such licenses within the subscription period is not possible.
9. SPOTONVISION B.V. reserves the right to index the subscription fees to the extent that the conditions of the MAP provider allow this.
10. The wish to cancel a Subscription must be submitted to SPOTONVISION B.V in writing at the latest two months prior to the end of the relevant Subscription Period. be made known, failing which SPOTONVISION B.V. reserves the right to extend the relevant Subscription with a new period of 12 months for the Client.

11. In the absence of explicit agreements in this regard, the Customer itself shall install, set up, parameterize, tune the (auxiliary) software required on its own equipment and, if necessary, adjust the equipment, other (auxiliary) software and user environment used for this and adjust the Customer desired achieve interoperability.

12. If the Service to Customer under the Agreement also includes support to users, SPOTONVISION B.V. advise by telephone or by e-mail during office hours on the use and functioning of the SaaS application mentioned in the Agreement, on the understanding that SPOTONVISION B.V. is never responsible for the correct operation nor for the maintenance of the SaaS application. SPOTONVISION B.V. reserves the right to refer the Client to the relevant MAP provider for this. SPOTONVISION B.V. charges the agreed fee to the Customer for its support services.

13. SPOTONVISION B.V. can impose conditions on the qualifications and the number of contacts who are eligible for support.

14. SPOTONVISION B.V. does not claim any ownership rights and SPOTONVISION B.V. data uploaded via the Service. is, with the exception of its possible responsibilities as a Data Processor, neither responsible nor liable for such data. The Client grants SPOTONVISION B.V. to grant a royalty-free, worldwide, irrevocable, sublicense and transferable right to use the data, at least insofar as this is required in the context of providing the Service and / or to adjust the Service and / or improve. This article will remain in force for clarity after termination of the Agreement. The Customer declares and warrants that he has all rights to grant the license as provided in this article, without infringing third party rights, including, but not limited to, privacy rights, publicity rights, intellectual property rights or other property rights. The Client indemnifies SPOTONVISION B.V. against all third-party claims based on alleged infringements of the rights of third parties that relate to the data.

15. Unless otherwise agreed in writing, SPOTONVISION B.V. not obliged to perform data conversion and / or to provide the Client with the data and / or information stored using the SaaS application. During the subscription period, it is possible for the Customer to request certain data and / or information.

## Posting services

### Article 18. Posting services

The provisions included in this article "Posting Services" apply, in addition to the previous General Provisions, if SPOTONVISION B.V. Provides services in this area. The provisions of this article are inextricably linked to the general provisions of these General Terms and conditions. In the event of a conflict, the provisions of this article prevail.

1. SPOTONVISION B.V. will make the employee designated in the Agreement between the Parties available to the Customer to perform Services under his management and supervision in accordance with what has been agreed between the Parties. If not agreed otherwise in writing, the employee will be based on forty hours a week during the SPOTONVISION B.V. made available to the Client during the usual working days.

2. The Client can only employ the employee made available for Services other than the agreed Services, or for Services outside the Netherlands, if SPOTONVISION B.V. has agreed to this in writing in advance. SPOTONVISION B.V. may, in its own judgment, withhold the requested consent or impose (financial) conditions on such a change in Services or on deployment outside the Netherlands.

3. The Client is not permitted to lend or make available the employee made available to a third party to work under the direction and supervision of that third party, unless agreed otherwise in writing.

4. The Agreement is entered into for a definite or indefinite period. The Agreement entered into for a definite period ends by operation of law after the agreed duration. If the Parties have not agreed anything on this, the Agreement has a duration of indefinite duration.

5. If the Agreement is entered into for an indefinite period, a cancellation period as agreed upon applies to each of the Parties. In the absence of a specific arrangement, the cancellation period will be one calendar month. Cancellation must be in writing. SPOTONVISION B.V. will never be obliged to pay any compensation due to cancellation.

6. SPOTONVISION B.V. will make every reasonable effort to ensure that the employee

made available remains available for work during the agreed days and hours for the duration of the Agreement. Even if the Agreement has been entered into with a view to performance by a specific person, SPOTONVISION B.V. after consultation with the Customer, always be entitled to replace this person with one or more other persons with the same qualifications.

7. The customer is entitled to request replacement of the employee made available (a) if the employee made demonstrably does not meet explicitly agreed quality requirements and the Customer does so within three working days after the commencement of the Services in writing and motivated to SPOTONVISION B.V. (b) in the event of a long-term illness or termination of employment of the posted employee. SPOTONVISION B.V. will give priority to the request without delay. SPOTONVISION B.V. does not guarantee that replacement is always possible. If replacement is not possible or not immediately possible, the Customer's claims for further performance of the Agreement will lapse as well as all Customer's claims for non-performance of the agreement. The Customer's payment obligations with regard to the Services provided will remain in full force.

8. The working hours, rest periods and working hours of the employee made available are the same as the usual times and duration of the Client, unless agreed otherwise. The Client guarantees that the working and rest times and the working hours of the posted employee comply with the relevant laws and regulations.

## Article 19. Events

The provisions included in this "Events" article, in addition to the General Terms and conditions and the provisions of the "Services" article, apply if SPOTONVISION B.V. Provides services, in whatever name and in whatever way (e.g. in electronic form) in the field of education, training, workshops, training, seminars and the like (hereinafter referred to as "Events").

1. Registration for an Event must be in writing and is binding after confirmation by SPOTONVISION B.V.

2. The client is responsible for the choice and suitability of the Event for the participants. The lack of prior knowledge required by a participant does not affect the Client's obligations under the

Agreement. The Client is permitted to replace one participant for one Event with another participant after prior written permission from SPOTONVISION B.V.

3. If, in the opinion of SPOTONVISION B.V. gives cause, SPOTONVISION B.V. entitled to cancel the Event, to combine it with one or more Events, or to have it take place at a later date or time. SPOTONVISION B.V. reserves the right to change the location of an Event. SPOTONVISION B.V. is entitled to make organizational and substantive changes to an Event.

4. The consequences of a cancellation of participation in an Event by Customer or participants are governed by the at SPOTONVISION B.V. usual rules. A cancellation must always be in writing and prior to the Event or the relevant part thereof. Cancellation or non-appearance does not affect the payment obligations that the Customer has under the Agreement.

5. The client accepts that SPOTONVISION B.V. determine the content and depth of the Event.

6. The Client will inform the participants about and monitor the compliance of participants with the obligations arising from the Agreement and the obligations imposed by SPOTONVISION B.V. prescribed (behavioural) rules for participation in the Event.

7. If SPOTONVISION B.V. stands for the implementation of the Event using its own equipment or software. does not guarantee that this equipment or software is error-free or functions without interruptions. If SPOTONVISION B.V. performs the Event at the Customer's location, the Customer will ensure the availability of properly functioning equipment and software.

8. For those made available or manufactured for the benefit of the Event documentation, training materials or resources, the Client owes a separate fee. The above also applies to any training certificates or duplicates thereof.

9. If an Event is offered on the basis of e-learning, the provisions of Article 17 apply as much as possible by analogy.

10. SPOTONVISION B.V. may require the Client to pay the relevant fees prior to the start of the Event and to grant permission to collect and

publish images of the Event and its participants. .  
SPOTONVISION B.V. can exclude participants  
from participation if the Client has failed to  
arrange for timely payment, without prejudice to  
all other rights of SPOTONVISION B.V.

11. Unless SPOTONVISION B.V. has explicitly  
indicated that the Event is exempt from VAT  
within the meaning of Article 11 of the Turnover  
Tax Act 1968, the Customer also owes VAT on  
the reimbursement. SPOTONVISION B.V. after  
entering into the Agreement is entitled to adjust its  
prices in the event of a change in the regime of  
VAT for Events established by or pursuant to the  
law.

*Classification: Public*  
*Version: 27-11-2019*