

GENERAL TERMS AND CONDITIONS OF AMP.AMSTERDAM B.V.

1. Definitions

AMP Amsterdam : AMP.Amsterdam B.V.

Contract : any oral or written agreement, on the basis of which AMP Amsterdam provides Services or Goods to Customer

Customer: the person, company or other legal entity that instructs AMP Amsterdam to carry out Services or to deliver Goods

General Terms : these general terms and conditions of AMP Amsterdam B.V.

Goods : the items of property to be delivered by AMP Amsterdam to or for the benefit of Customer on the basis of a Contract

Offer : an offer stating the terms on the basis of which AMP Amsterdam is willing to provide Services or Goods to Customer

Services : all services to be delivered by AMP Amsterdam to or for the benefit of Customer on the basis of a Contract

2. Applicability

- 2.1. These General Terms apply to and form an integral part of all Offers and Contracts.
- 2.2. Customer's general terms and conditions, other conditions that customarily apply in Customer's line of business, as well as other general conditions that are not pre- scribed by law, do not apply and are not binding on AMP Amsterdam, unless AMP Amsterdam has expressly agreed to these conditions in writing.

3. Offers

- 3.1. Offers are entirely free of obligation, unless expressly stated otherwise. A binding Offer is valid for the period as stated therein.
- 3.2. Prices stated in the Offer are in Euros and do not include any taxes, duties or similar levies, now or hereafter enacted, applicable to the Services or Goods to be provided, unless expressly stated otherwise.
- 3.3. Prices stated in the Offer are exclusive of travel expenses and accommodation expenses, unless expressly stated otherwise.
- 3.4. The terms stated in the Offer do not automatically apply to future offers and or contracts for the provision of Services or Goods by AMP Amsterdam.

4. Execution of Contract

- 4.1. Unless expressly stated otherwise, delivery times stated in the Offer or Contract are indications only and may not be deemed an ultimate date of performance or deadline. If it is expected that AMP Amsterdam cannot make a certain delivery time, it will inform Customer accordingly. In that case, AMP Amsterdam is entitled to fulfill its obligations on a date to be agreed on with Customer.
- 4.2. If it has been agreed that the work is to be undertaken in stages, AMP Amsterdam may defer starting work for a subsequent stage until Customer has approved the results of the preceding stage.
- 4.3. Should Customer fail to deliver on time the information or

goods that AMP Amsterdam deems necessary to execute the Contract, AMP Amsterdam may defer performance and charge Customer for any additional costs resulting thereof.

5. Third parties

- 5.1. AMP Amsterdam is free to use third parties in carrying out the Contract.
- 5.2. If AMP Amsterdam is required to make an advance payment to a third party in carrying out the Contract, it shall first charge the amount to Customer. AMP Amsterdam shall only make the advance payment to the third party after it has received the relevant payment from Customer.

6. Proprietary rights

- 6.1. AMP Amsterdam or its licensors own and retain all right, title and interest in the works, content and all other Goods and Services provided by or through AMP Amsterdam, including all associated copyright, database, trademark, patent and trade secret rights. Customer acquires no interest therein. Other than as expressly provided in the Contract, Customer has no express or implied license to use, sell, rent, copy, modify, transfer, display and/or distribute the works, content and all other Goods and Services owned by someone other than Customer. Customer agrees not to interfere with AMP Amsterdam's or its licensors' intellectual property rights.

7. Invoicing and payment

- 7.1. Unless expressly stated otherwise in the Contract and save for advance payments to be paid to third parties, the total sum owed by Customer will be invoiced to Customer in the following installments and at the following times: - [50]% upon signing of the Contract- [50]% upon completion of the Services and/or delivery of the Goods. Additional work agreed upon during the Contract will be paid for in the same installments.
 - a. Payment will be made in Euros and within 30 days of the invoice date, except: the first installment, which must be made immediately; and
 - b. payments pursuant to Clause 5.2, which must be made ultimately 5 days prior to the payment date set by the third party.
- 7.2. Objections concerning an invoice must be made in writing and must be received by AMP Amsterdam within 14 days of the invoice date. A complaint does not suspend Customer's obligation to pay.
- 7.3. If a due date for payment is exceeded, Customer will be legally in default and, without any reminder or notice of default being required, in addition to any other rights AMP Amsterdam may have under applicable law, Customer will be charged with the applicable statutory commercial interest plus 2% from the due date until payment in full, plus collection costs, being set for this purpose at no less that 15% of the sum due, with a minimum of EUR 500.
- 7.4. If a due date for payment is exceeded, AMP Amsterdam has the right to suspend performance of the Contract, without a notice of default being required, in addition to any other right AMP Amsterdam may have under the Contract or applicable law.
- 7.5. Any use of the Services or Goods provided by AMP Amsterdam is prohibited until all invoices relating to such Services or Goods have been paid by Customer and Customer has otherwise complied with any obligation under the Contract.

8. Delivery and retention of title
- 8.1. The Goods shall be delivered to Customer in a manner agreed between the parties. If no manner of delivery has been agreed, then AMP Amsterdam shall decide on a reasonable manner of delivery.
- 8.2. Title in the Goods shall pass to Customer upon payment in full of the price for such Goods, including any interest and/or expenses in respect thereof and (to the extent permitted by applicable law) payment in full of any other Services or Goods Customer has ordered and/or payment of any claim arising out of or in connection with a Contract. Until title in the Goods has passed to Customer, Customer shall not assimilate, transfer or pledge any of the Goods, or grant any right or title in the Goods to any third party, except in the event such right or title is granted in the ordinary course of business. Customer ensures that the Goods remain identifiable as Goods obtained from AMP Amsterdam. If Customer does not fulfill its payment obligations towards AMP Amsterdam, or gives reason to believe that it will not fulfill any part of its payment obligations, Customer is required at AMP Amsterdam's request to return to AMP Amsterdam, at Customer's cost, the Goods in which title has not yet passed. Risk in the Goods shall pass to Customer upon delivery.
9. Inspection and complaints
- 9.1. All complaints about the Services or Goods provided must be made in writing within 14 days after completion and/or delivery thereof. The complaint must be as detailed as possible, so as to enable AMP Amsterdam to respond adequately.
- 9.2. AMP Amsterdam will be given sufficient time to respond adequately to the complaint and, if possible, to remedy the defect.
10. Portfolio use
AMP Amsterdam may mention and include Customer and any material in relation to Customer's order, assignment and/or commission in its (online and offline) portfolio. This includes performing, promoting, displaying and making available material containing works, content or other Goods or Services provided by or through AMP Amsterdam on its website or through other communication channels. For this purpose and to the extent necessary, Customer hereby grants AMP Amsterdam a limited, non-exclusive, royalty-free license.
11. Limitation of liability
- 11.1. AMP Amsterdam will carry out the Contract with due care and to the best of its ability, and in doing so, will strive to achieve the best result possible. However, AMP Amsterdam gives no guarantee whatsoever in respect of the practicability of the results obtained and the Customer's effective use of them.
- 11.2. To the fullest extent permitted by applicable law, AMP Amsterdam is not liable for any damages (including but not limited to lost profits, loss or reputation, loss of goodwill) arising out of or in connection with a Contract or the provision of Services or Goods by AMP Amsterdam.
- 11.3. AMP Amsterdam's aggregate and cumulative liability towards Customer under any Contract will not exceed an amount of 10% of the related Contract.
- 11.4. Customer indemnifies AMP Amsterdam, as well as third parties engaged by AMP Amsterdam in performing the Contract, against all claims of third parties arising out of or in connection with the Contract or the provision of Services or Goods by AMP Amsterdam.
- 11.5. Any Customer's claim for damages arising out of or in connection with a Contract must be brought by Customer within 90 days of the date of the event giving rise to such claim, and any lawsuit related to any such claim must be filed within 1 year of the date of the claim. Any claims that have been brought or filed not in accordance with this Clause 11.5 are null and void.
12. Force majeure
- 12.1. AMP Amsterdam is not liable for any failure or delay in performance if such failure or delay is caused by circumstances or occurrences beyond AMP Amsterdam's reasonable control, including but not limited to: failures or delays caused by third parties, illness of AMP Amsterdam's personnel or people retained by AMP Amsterdam, failure to obtain a requisite license or permit, fire, strike and/or bad weather conditions.
- 12.2. In case of a failure or delay as meant in Clause 12.1, performance shall be suspended for the period such failure or delay continues. If the failure or delay continues for a period of 3 consecutive months (or if it is reasonably expected by AMP Amsterdam that the failure or delay will extend for a period of 3 consecutive months), AMP Amsterdam is entitled to cancel all or part of the relevant Contract without any liability towards Customer.
13. Confidentiality
- 13.1. The parties each undertake to keep confidential all information which comes to their knowledge during the course of their business relationship, unless such information is or becomes public knowledge without fault of the party receiving such information. The parties shall use the information made available to them only for the purpose of performing the Contract.
- 13.2. Notwithstanding the above, AMP Amsterdam has the right to use any material in relation to Customer's order and/or assignment in its (online and offline) portfolio as provided in Clause 10.1.
14. Breach of contract and termination
- 14.1. Notwithstanding any other rights AMP Amsterdam may have under the Contract or at law, AMP Amsterdam may, by written notice to Customer, terminate with immediate effect the Contract or any part thereof without any liability whatsoever, if:
- Customer breaches any provision of the Contract;
 - any proceedings in insolvency, bankruptcy liquidation or winding up are instituted against Customer, whether or not by Customer itself, a trustee or receiver is appointed over Customer, or any assignment is made for the benefit of creditors of Customer; or
 - the – direct or indirect – control or ownership of Customer changes.
- 14.2. Upon the occurrence of any of the events referred to in Clause 14.1, all payments made by Customer under the Contract shall become immediately due

and payable. In the event of a termination or expiration of the Contract, all provisions destined to survive such termination or expiration shall survive.

15 Transfer of rights and obligations

- 15.1 The parties shall not be entitled to transfer to third parties, dispose of or encumber their rights and obligations ensuing from the Contract without the other party's prior or written consent, which consent may not be withheld unreasonably.
- 15.2 Notwithstanding Clause 15.1, AMP Amsterdam may engage third parties in carrying out the Contract pursuant to Clause

16 Miscellaneous

- 16.1 Amendments and supplements to the Contract and/or these General Terms shall be valid only if and to the extent they are agreed between the parties in writing.
- 16.2 In the event of a contradiction between the provisions of these General Terms and the Contract, the Contract shall take precedence.
- 16.3 If any of the provisions of these General Terms and/or the Contract is void or is declared void, the remaining provisions continue to apply in full. AMP Amsterdam will draft one or more new provisions that are as close as possible to the meaning of the void or voided provision or provisions. The new provision shall replace the original provision.

17 Applicable law and competent court

- 17.1 These General Terms, an Offer and a Contract shall be governed by Dutch law. The legal provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply.
- 17.1.1 Any dispute arising out of or in connection with the interpretation or execution of an Offer, a Contract and/or these General Terms shall be submitted to the competent court in Amsterdam, the Netherlands.