

GENERAL TERMS AND CONDITIONS OF 216

1. GENERAL

1. These are the general terms and conditions of 216. For the purpose of these general terms and conditions the following underlined definitions have the indicated meaning ascribed to the same:

216: each and every 216 Company or, depending on the context of the Engagement Letter or these General Terms and Conditions, a specific 216 Company.

216 Application: the technical web-based application (app) made available by 216 that provides full or partial access to the Portal.

216 Chat: each and every chat box offered by 216 with which a (whether or not automated) dialogue can be had with 216.

216 Online Legal & Privacy Statements: the statements and disclaimers regarding the privacy and data protection policy of 216, as posted on the website(s) of 216 and/or on the Portal.

216 Company: the private companies registered in the trade register of the Chamber of Commerce with the trade name '216', in any case including the following private limited companies: 216 Accountants B.V., 216 Advies B.V., 216 Operaties B.V. and 216 Contracts B.V.

Accountancy Activities: Activities that regard the compilation of annual accounts with issue of a compilation report or another auditor's opinion and/or the Activities that are expressly mentioned and described in the Engagement Letter.

Activities: any and all activities to be performed by 216 within the framework of an Engagement as described in the Engagement Letter, including the activities that derive from the nature of the assigned activities and potential follow-up activities or that derive from legislation and regulations, including rules of conduct and rules of professional practice.

Agreement: the agreement in pursuance of which the Client awards one or more Engagements to 216.

Client: the natural person or legal person who awards an Engagement to 216.

Contact Person: the contact person designated by the Client who was authorised to represent the Client vis-à-vis 216 within the framework of the Activities.

Customer Desk: a digital portal made available by 216 to offer assistance to the Client in case of technical questions about the use of the Portal.

Electronic Communication: communication whilst making use of email, the Portal, 216 Chat, social media and other communication via the internet and/or digital channels.

Engagement: the Activities assigned to 216 by the Client.

Engagement Letter: a (electronic) document of and prepared by one or more specific 216 Companies in which an Agreement established.

Engagement Team: the natural persons within 216 who are, both individually and collectively, involved in the performance of Activities as well as third parties who are hired by 216 during the performance of Activities.

Finance Store Activities: the Activities that regard the advising or counselling of Clients or companies affiliated with the Client in the area of the structuring and/or arranging of equity and/or borrowed capital, the structuring and/or arranging of business and/or takeover financings, business valuation, the (partial) sale or purchase of companies and/or undertakings, merger and division (divestiture) and/or investments as well as any and all activities that are specified as such by 216 in the Engagement Letter.

Foundation: the Back-up & Continuity Foundation that was designated as such by 216.

General Terms and Conditions: these general terms and conditions.

Secondment Activities: the Activities that are performed within the organisation of the Client and under its supervision and authority by one or more Secondees and who are made available to the Client for that purpose by 216 and/or the Activities that are as such specified in the Engagement Letter.

Portal: the web-based technical facilities named the Portal that are made available to the Client by 216 for the benefit of the performance of the Engagement and the exchange of information between the Client and 216, also including [postbus@216.nl](#) and the 216 Chat.

Online Data: any and all information, data, details, files and documents placed on the Portal by the Client, third parties and/or 216.

Secondee: the person who is made available to the Client to perform Secondment Activities within the organisation of the Client.

Single-Sign-On function: the functionality of the Portal where the Client obtains access to (in-house) software applications via the Portal.

2. Any and all Engagements, setting aside sections 404 and 407 subsection 2 of Book 7 of the Dutch Civil Code, are exclusively accepted and performed by the 216 Company indicated in the Agreement. Without prejudice to the above, the relevant 216 Company is always entitled to fully or partly have the assigned Activities performed by another 216 Company.

3. The Client can and shall exclusively exercise potential rights of claim and rights of recourse on any account whatsoever vis-à-vis the 216 Company that concluded the Agreement and not vis-à-vis directors, shareholders or employees of 216 or third parties and/or auxiliary persons hired by 216.

2. APPLICABILITY

1. These General Terms and Conditions are applicable to any and all Activities, Agreements, Engagements, Engagement Letters and any and all legal relationships between 216 and the Client as a result or based thereof, as well as any and all proposals, offers, contracts, legal relationships and other agreements in pursuance of which 216 is committed towards the Client.

2. General Terms and Conditions can always unilaterally be adjusted and/or changed by 216. After the Client has been given a reasonable possibility to take note of the adjusted and/or changed General Terms and Conditions, they are applicable to any and all Activities henceforth assigned to 216.

3. The Activities are performed by 216 in consideration of the legislation and regulations applicable to 216 and to the executing persons, including rules of conduct and rules of professional practice. 216 shall never be held to any act or omission that is in breach of or incompatible with the aforementioned legislation and regulations. The Client declares to always fully respect the obligations of 216 deriving from the same.

3. CONCLUSION OF THE AGREEMENT

1. The Agreement is concluded at the moment that the Engagement Letter of 216 is expressly or implicitly accepted by or on behalf of the Client. The Engagement Letter is based on the information supplied to 216 at the time thereof by the Client. 216 can impose further requirements on the acceptance of the Engagement Letter by the Client.

2. The Engagement Letter is deemed to reflect the Agreement correctly and completely. If the Engagement Letter does not reflect the Agreement correctly then the Client must notify 216 in writing immediately after receipt in order that 216 is given the opportunity to adjust the Engagement Letter.

3. The parties are free to evidence that the Agreement was concluded in a different way.

4. The Agreement is concluded for an open term unless the content, nature and/or scope of the assigned Engagement indicate that it was concluded for a fixed term.

4. SUPPLY OF INFORMATION BY THE CLIENT

1. The Client must see to it that 216 is informed immediately of facts and circumstances (including data and documents), both of its own volition and at the request of 216, that may be relevant to a timely and correct performance of the Activities.

2. The Client guarantees the correctness, completeness, reliability and legitimacy of the data and documents supplied to 216, also if they originate from third parties, to the extent that the nature of the Engagement does not indicate otherwise.

3. Costs incurred by 216 that are the result of the failing, late or improper supply of the data and documents as intended in article 4.1 or the failing, late or improper cooperation are at the expense of the Client. At its request the supplied original documents are returned to the Client.

5. A. ACTIVITIES – GENERAL

1. Unless determined otherwise in these General Terms and Conditions, 216 determines the manner and the person / persons by whom the Activities are performed. If according to the Agreement certain persons shall perform the Activities then 216 shall make a reasonable effort to ensure that the said persons shall perform the Activities. 216 is always authorised to replace the persons mentioned in the Agreement by persons with equal or equivalent expertise.

2. If a time limit / date was stipulated between the Client and 216 within which the Activities must be performed and the Client fails: (a) to pay a stipulated payment in advance or (b) to supply the necessary documents and data in a timely and complete fashion, in the requested form and in the requested manner then the Client and 216 shall enter into discussions about a new time limit / date within which the Activities must be performed.

3. Time limits within which the Activities must be completed are always indicative and can only be qualified as a fatal deadline if the time limit in the Agreement is expressly referred to as a fatal deadline.

4. If 216, at the request or with prior consent of the Client, performs activities or delivers other performances that fall outside the content or scope of the Activities then these General Terms and Conditions are applicable to the said activities and the said activities or performances shall be paid to 216 by the Client according to the common rates of 216.

5. The Client accepts that due to activities or performances as intended in article 5.4 the stipulated time or expected time of completion of the Activities and the mutual responsibilities of the Client and 216 may be affected.

6. During the performance of the Activities, including for the benefit of supporting the services of 216, 216 can involve third parties. If the Client intends to involve third parties in the performance of the Activities then the Client shall only proceed with this after consent of 216.

7. The Activities are not aimed at the discovery of fraud. If the Activities result in an indication of fraud then 216 shall act in accordance with the relevant legislation and regulations applicable to the executing persons. The costs that derive from these Activities are at the expense of the Client.

8. With the framework and/or during completion of the Activities 216 can issue recommendations and reports. The Client can exclusively rely on an issued recommendation and/or report if the recommendation and/or report is final and embodied in written form and was signed by at least two advisers of 216. The Client cannot rely on drafts of recommendations and reports that do not comply with these requirements. If the Client intends to rely on the content of a communication, recommendation or report issued verbally and/or by email then the Client should inform 216 accordingly, after which 216 can (as yet) finalise the content of the relevant recommendation or report in writing in the manner described above.

9. 216 is not held to update recommendations and reports or the outcome of the Activities further to events that occurred after the recommendation, the report or the outcome of the Activities has been issued.

10. The recommendations and reports issued by 216 that are related to future events, (uncertain) circumstances or about the realisation or accomplishment of desired (financial) vision for the future, are merely expectations of an indicative and predictive nature and do not offer guarantees for the future. 216 shall never be liable for, and shall be indemnified in full by the Client against, damages as a result of incorrect assumptions or conclusions or non-realisation of predictions, forecasts and calculations regarding future events, (uncertain) circumstances or non-realisation, for any other reason, of a desired (financial) vision for the future.

11. If 216 performs Activities on location at the Client or uses the computer systems and telephone networks of the Client then the Client must (at its own expense) provide for the required access, security procedures, virus controls, facilities, permits and authorisations. To the extent that the Activities are not performed within the buildings of 216 the Client must also see to it that the employees of 216 are provided with an adequate workspace and other facilities that are required to perform the Activities and that comply with any and all (statutory) requirements imposed on the same and that guarantee the confidentiality.

12. The Client gives 216 consent to connect with the network and the internet connection of 216 as described in article 5.11 (**Remote Access**) during the performance of the Activities on location. After connection to the local network 216 shall realise a direct connection with the network of 216 by means of a (VPN) connection. The use of the network present at the Client is subject to risks for the Client; in this context security measures shall be taken on the network of 216 and the potential PC of the user of 216, including the installation of a firewall and a virus scanner. Potential residual risks for the Client can, however, not be excluded. 216 does not accept any liability for damages that may derive from the use of Remote Access.

13. If 216 sets up a digital data room for the Client within the framework of the Activities then the Client hereby gives 216 consent to share the information placed in this digital data room with third parties in accordance with the instructions and restrictions included in the Agreement.

14. With regard to the Activities 216 keeps a physical and/or electronic dossier. 216 takes appropriate measures to guarantee the confidentiality and safekeeping of the dossier and to retain the dossiers during a period that is acceptable for the professional practice and that is in accordance with the statutory provisions and rules of professional practice with regard to retention periods. The dossiers are owned by 216.

5. B. ACCOUNTANCY ACTIVITIES

15. If the Agreement provides for this then 216 Accountants B.V. can perform Accountancy Activities.

16. Accountancy Activities are exclusively and with the exclusion of other 216 Companies performed by 216 Accountants B.V. With regard to Accountancy Activities the Client does not have a claim, and the Client cannot exercise or obtain a claim, vis-à-vis a 216 Company other than 216 Accountancy B.V.

17. During and after completion of the Accountancy Activities the Client shall, if so requested, provide 216 Accountants B.V. insight into and provide copies of the administration of the Client or of documents included in the same that may, either directly or indirectly, be related to the Activities.

5. C. FINANCE STORE ACTIVITIES

18. 216 can stipulate a result independent and/or a result dependent fee for the Finance Store Activities.
19. The result dependent fee is calculated over the gross value of the transaction that the Finance Store Activities are related to, where deferred payments are part of the gross value. In case of fees that within the framework of the transaction depend on the result of the subject of the transaction (*target*) and/or payments (earn-out, adjustment of purchase price, subsequent tranche investment and/or loan and the like) that follow from the transaction, 216 is in respect of the said fees entitled to the same fee in percentage terms as part of the Agreement.
20. The result dependent fee is payable on the day that the Client committed to the transaction that the Finance Store Activities are related to. This is in any case the question if it is within the control of the Client that the transaction can be concluded and/or can be realised by acts of the Client and/or third parties, including the receipt and/or transfer of funds, the relevant assets, shares, voting rights and/or provision of financing, or the execution of the thereto-required agreements and/or (notarial) deeds. The result dependent fee is immediately exigible from the moment of invoicing.
21. If 216 stipulates with the Client to perform Finance Store Activities then the Client shall during the term of the Agreement and up to 12 months thereafter not assign a similar engagement to third parties. In case of a breach of this article by the Client 216 is entitled to compensation equal to the full fee that the Client would have been liable to pay to 216 if 216 had completed the relevant Finance Store Activities in a manner that 216 could have claimed the full fee.
22. The result dependent fee is also payable if the transaction proposed with the Agreement (or proposed by the Client) is as yet concluded within 18 months after termination of the Agreement and the said transaction was also fully or partly prepared through Activities during the term of the Agreement.

5. D. SECONDMENT ACTIVITIES

23. In case of Secondment Activities the Client selects the Secondee on the basis of a relevant proposal of 216. The Client examines whether the proposed candidate is suitable for performing the proposed Activities and verifies whether he / she complies with the other requirements of the Client.
24. During the Secondment Activities the Secondee is under the supervision and authority of the Client. The Client controls and is responsible for the activities of the Secondee and the relevant results as also for each and every act or omission of the Secondee in connection therewith.
25. The Secondee reports directly to the Contact Person. The Contact Person assesses the activities of the Secondee. 216 does not give consent to activities performed by the Secondee or results of it and can by no means be deemed to have given consent to the same.
26. The Client is not allowed to make the Secondee available to a third party in order to have the Secondee perform activities under the supervision or authority of the said third party. For this purpose "third party" is also understood as a subsidiary of the Client within the meaning of section 24a of Book 2 of the Dutch Civil Code or a (legal) person with which the Client is affiliated in a group within the meaning of section 24b of Book 2 of the Dutch Civil Code.
27. The Client guarantees that the Secondee is properly insured against damages that are inflicted on him / her during the performance of the activities. Moreover, during the performance of supervision and authority over the Secondee and otherwise the Client shall act in the same diligent manner vis-à-vis the Secondee as to which the Client is held vis-à-vis its employees.
28. The Client shall make any and all facilities, equipment, materials, data, documents and information available to the Secondee in a timely fashion and shall lend any and all cooperation that the Secondee reasonably requires in order to perform his / her activities correctly. The Client provides 216 in a timely fashion before the Secondee commences his / her activities at the Client with information about the professional qualifications requested of the Secondee as well as the description from the risk inventory and evaluation of the hazard and risk limiting measures and of the risks of the workplace to be held by the Secondee. 216 shall make the said information available to the Secondee before he / she commences his / her activities at the Client.
29. The Client shall see to it that any and all rooms, facilities, equipment and materials in which or with which the Secondee performs his / her activities comply with the officially imposed safety requirements and working conditions. The Client shall take such measures and provide such instructions for the performance of activities by the Secondee as reasonably required to avoid the Secondee from incurring damages during the performance of his / her activities.
30. During the Secondment Activities the Secondee shall observe all reasonable and lawful instructions and directions of the Contact Person.
31. The Client shall not assign managerial, executive or representative activities to the Secondee that may affect the general and/or financial management and administration of the organisation of the Client. The Secondee shall not be requested to bear responsibility for decisions of a comparable interest for the business operations of the Client.
32. The Client shall observe the rules of conduct and the rules of professional practice applicable to 216. The Client shall not assign activities to the Secondee that are in breach of or incompatible with the said rules. The Client shall moreover supervise that the Secondee refrains from performing activities that are in breach of or incompatible with the said rules.
33. In derogation from section 404 of Book 7 of the Dutch Civil Code, 216 can always replace the Secondee by one or more persons who comply with the qualifications communicated by the Client.
34. If it has become plausible that the Secondee shall, for any reason whatsoever, not be able to perform the activities, either permanently or temporarily however in any case for more than four weeks, then 216 shall make an effort to replace the Secondee as soon as possible. If replacement is reasonably not possible or not within a reasonable period of time then both parties are entitled to terminate the Agreement, to the extent that it is related to the Secondment Activities, without having to observe a notice period.
35. If working times, working hours, rest periods, holidays and leave days were stipulated in the relationship between 216 and the Secondee then these are also applicable at the Client.
36. The Contact Person shall check and sign the timesheets, accounting for the number of hours that the Secondee performed or was available to perform his / her activities during the stipulated working hours, prepared by the Secondee for approval in accordance with the Engagement Letter.
37. 216 remains the beneficiary of any and all intellectual property rights that are vested in 216 prior to commencement of the Engagement. In addition, any and all intellectual property rights, both under Dutch law and under foreign law, in respect of everything that the Secondee creates during the term of the Agreement, either in whole or in part, within the framework of or as a derivative of the Agreement are fully vested in 216, unless stipulated otherwise in writing.
38. The above neither affects the authority of 216 to apply (or have applied by the Secondee) or exploit the general principles, ideas, designs, documentation, works, programming languages and the like on which the creations of the Secondee are based, either in whole or in part, either for itself or for third parties. Nor does the previous paragraph of this article affect the right of 216 to develop (or have developed

by the Secondee), either for itself or for third parties, ideas that are similar to those that are or were developed for the benefit of the Client.

39. During the Agreement the Client is not allowed to employ the Secondee on the basis of an employment agreement or to carry on negotiations with the Secondee about this, barring with the express prior written consent of 216. During the Agreement and within one (1) year after termination of it the Client is not allowed to have the Secondee perform activities other than on the basis of an employment agreement or to carry on negotiations with the Secondee about this, barring with the express prior written consent of 216.
40. 216 shall not be liable for damages that derive from or that are related to the activities of the Secondee, the results thereof or any act or omission of the Secondee in connection therewith. The Client indemnifies 216 against any and all claims in connection therewith (including potential claims of third parties and/or the Secondee) and shall compensate 216 for any and all damages and costs that 216 incurs as a consequence thereof, unless the said claims are the result of intent or intentional recklessness of the managerial staff of 216.
41. If 216 is liable vis-à-vis the Client in respect of the performance of the Secondment Activities then the said liability of 216 shall be limited to the maximum of the fee as intended in article 9.1 payable for the Secondment Activities over the last six (6) months of the Secondment Activities, unless there is question of intent or intentional recklessness on the part of 216.
42. The Secondment Activities can only be terminated early in writing by the Client and 216 in consideration of a reasonable notice period.
43. The Client shall, also if the Agreement has already come to an end, on demand of 216 make copies of any and all documents with regard to the activities of the Secondee that are at any time in possession of or administered by the Client and that may reasonably be important to 216 to exercise its rights (and those of the Secondee) pursuant to the Agreement during or in view of a (potential) dispute and/or (potential) disciplinary, criminal or civil proceedings available to 216. Upon termination of the Agreement the Client shall moreover forthwith, of its own volition, give (return) any and all goods owned by 216 to 216.

6. THE PORTAL

1. The Portal is only accessible whilst making use of the 216 Application. If the Client was granted the right by 216 to access and use the Portal then the said right shall be limited, non-exclusive and non-transferable. The access to the Portal and the right to use the Portal are valid for the term of the Agreement.
2. 216 can impose a maximum on the available storage space or data traffic per month that the Client can use within the framework of the Portal.
3. 216 is entitled to always, with immediate effect and without prior notice, terminate, limit or suspend the access to (parts of) the Portal and the right of the Client to use the Portal for an indefinite period of time, also for the benefit of maintenance, adjustments, improvements or the protection and enforcement of rights vested in 216.
4. Upon termination of the access to the Portal 216 shall on demand of the Client make a copy of the Online Data available to the Client if and to the extent that Online Data are related specifically to the Client and rights of third parties do not oppose the same.
5. Upon termination of the right to use the Portal 216 can destroy the specific Online Data of the Client, unless the said Online Data are necessary for 216 to implement the Agreement or to comply with the statutory (retention) obligations of 216. Moreover, 216 remains entitled to use Online Data for the improvement of its internal processes, systems and product offer in accordance with these General Terms and Conditions.
6. Only persons who are employed at / for the Client and who were authorised to do so are entitled to access and use the Portal. Authorised users obtain access to the Portal whilst making use of the 216 Application and a personal username and a password. Before an authorised user is granted access to the Portal, the authorised user must accept the General Terms and Conditions and (where applicable) additional policies before he / she first logs in on the Portal.
7. 216 can provide the Client with an administrative administrator username and password. With these details the Client has access to administration functionalities with which the Client can manage the access to the Portal and manage accounts for individual users of the Client and set the authorisations and restrictions for these individual users, all within limitations and conditions imposed by 216.
8. The Client is not allowed to give persons other than authorised users access to the Portal. The Client shall guarantee that only authorised users obtain access to the Portal and that usernames and passwords are not communicated to third parties. The Client shall see to it that after every use of the Portal authorised users always log off on the Portal in the correct way and, whilst logged in, do not leave their computers unattended.
9. The Client is responsible for the use (and abuse) of 216 Online, the 216 Application and the usernames and passwords by (employees of) the Client. As soon as the Client knows or has reason to assume that usernames and passwords ended up in the hands of unauthorised persons, the Client must forthwith notify 216 accordingly by email and by telephone. The above applies without prejudice to the obligation of the Client to immediately take effective measures.
10. The Client shall follow instructions and guidelines given by 216 with regard to the access to and the use of the Portal and supervises that any and all of the users authorised by the Client directly follow the said instructions and guidelines.
11. The Client guarantees that when using the Portal appropriate software for protection against viruses, spyware and other malicious software shall be used on the systems used by the Client. In case of unauthorised use of the Portal or the distribution of a virus, spyware or other, potentially malicious software or event ("**Incident**"), the Client shall immediately after the discovery of the Incident, however at the latest within 24 hours, notify 216 accordingly in accordance with article 17.11 by email and by telephone. The Client shall moreover take appropriate measures to limit the adverse effects as much as possible. For this purpose "Incident" is also understood to include a data leak within the meaning of, or reporting by the Client pursuant to, the Dutch Data Leaks (Reporting Obligation) Act.
12. The Client is responsible for timely and correct approval of the Online Data offered on the Portal by 216 to the extent that they are meant for transfer and/or processing. For this purpose timely is understood as approval where, in consideration of the required transfer and processing times, the relevant Online Data can be processed within the applicable time limits.
13. Approval of the Online Data takes place when the Client indicates in the Portal that the Online Data are approved and transfers the said Online Data by implementing the instructions for transfer supplied to the Client. The Client always remains responsible for the timely approval and transfer of Online Data, also if the instructions for transfer supplied to the Client did not reach the Client or not in a timely fashion or not correctly.
14. Upon the submission of Online Data requested by a (official) party (parties) 216 relies on the manner of electronic messaging that is made available for this by the

- requesting (official) party (parties), 216 shall not be liable for damages that derive from or that are related to the electronic transfer of the Online Data, including but not limited to:
- damages on account of failing or improper functioning of resources with which the transfer takes place (and the Online Data are generated) and/or the Online Data are submitted, including (but not limited to) damages as a result of the non-delivery, a delay during the delivery, interception or manipulation by third parties of the Online Data;
 - damages on account of incorrect transmission of the Online Data;
 - damages as a result of failures in the power supply and/or the internet; and/or
 - damages as a result of viruses, spyware and/or other malicious software.
15. The Client always remains, in general and in particular in the relationship with 216, responsible and liable for the correctness and completeness of the content of the communicated Online Data and the availability of the Online Data to the requesting (official) party.
16. Upon the supply of the Online Data the Client always ensures that a spare copy of the supplied Online Data is kept, this also applies if the Client uses software applications that are offered on the Portal for the processing of data of the Client. 216 shall not be responsible for the creation of spare copies of the Online Data supplied by the Client and shall not be liable for damages that derive from or that are related to the loss of the Online Data.
17. With regard to the Online Data of a general nature posted by 216, 216 aims to supply correct, up to date Online Data, however 216 can due to the general nature not guarantee that the Online Data are correct or remain correct.
18. 216 is entitled to use, fully or partly edit or delete the Online Data, also if they were posted on the Portal by (persons employed at / for) the Client, if this is, at its sole discretion, appropriate or required for the implementation of the Agreement or for the compliance with applicable statutory obligations.
19. The Client refrains from storing and/or distributing (having distributed) malicious material on or via the Portal, including but not limited to material that:
- is defamatory, libellous, insulting, racist, discriminatory or hate mongering;
 - is erotic or pornographic;
 - infringes rights of third parties, including in any case but not limited to copyrights, trademark rights and portrait rights;
 - results in a violation of the personal privacy of third parties, including in any case but not limited to the distribution, without consent or need, of personal data of third parties or the repeated harassment of third parties with communications deemed to be unwanted by the same;
 - contains hyperlinks, torrents or comparable Online Data of which the Client knows or should know that it refers to material that infringes the rights of third parties;
 - contains unsolicited commercial, charitable, or idealistic communications; or
 - contains malicious content, e.g. viruses or spyware.
20. The Client indemnifies 216 against any and all claims of third parties deriving from or connected with storing and/or distributing (having distributed) Online Data or material as intended in article 6.19 of these General Terms and Conditions on or via the Portal.
21. 216 shall not be liable for damages or costs of the Client or of third parties, on any account whatsoever, as a result of the use by the Client of the Portal, including damages as a result of:
- incorrectness or incompleteness of the Online Data;
 - failures, errors, delays or any other defects of the Portal and/or other Electronic Communication, including, for instance, not being able to send, receive, save or change Online Data;
 - viruses, spyware and other malicious software;
 - (temporarily) blocking or decommissioning of the Portal for the benefit of maintenance, adjustments or improvements;
 - the adjustment, expansion or removal of (parts of) the Portal;
 - an act or omission of the Client and/or authorised users in violation of obligations that derive from or are connected with the Portal.
22. The Client is responsible for the compatibility of its systems and software with the Portal as also for the thereto-required connection. If the Client uses the Single-Sign-On function for the creation of a connection to software applications of which the Client is the holder (licensee) then 216 is by no means responsible and/or liable for the content and/or the use of the said software (packages) and/or data.
23. 216 shall make an effort to solve failures, which are reported to 216 by the Client, unless the occurrence of the failure can be blamed on the Client or the systems and/or software used by the Client.
24. 216 can make a Customer Desk available. If 216 has the Customer Desk operational then the Client shall address technical questions about the Portal to the Customer Desk in the manner designated for that purpose by 216.
25. The intellectual property rights with regard to the 216 Application and the Portal are always vested in 216 or a third party from whom 216 obtained permits / licences.
26. The Client is not allowed to divulge data with regard to the Portal or to exploit the Portal, whether or not with the help of third parties, or to otherwise use the Portal in a manner (including but not limited to the storage or reproduction of (a part of) the Portal in another web-based environment or the creation of links, hyperlinks or deeplinks between the Portal and any other internet page) for which 216 did not give prior written consent.
- ## 7. CONFIDENTIALITY
- 216 is held to observe confidentiality with regard to confidential information of the Client made available by or on behalf of the Client vis-à-vis third parties other than those who are involved in the performance of the Activities. This obligation is not applicable to the extent that 216 is held to disclose on account of the law, a rule of a body to whose supervision 216 is subject, a professional duty vested in 216 or in a person employed at / for or affiliated with 216 or a binding ruling of the court or an official authority.
 - The obligation included in article 7.1 is not applicable if the information as intended in the said paragraph has already been included or is included in the public domain other than as a result of an unlawful disclosure by 216. The relevant obligation moreover neither affects the right of 216 to disclose the information as intended in article 7.1 to its own (external) advisers subject to confidentiality obligations or to a third party for the benefit of the performance of the Activities, including for the benefit of support of the services of 216.
 - Unless 216 gave prior written consent to this, the Client shall not make (the content of) the Engagement Letter, reports, recommendations or other, whether or not written, expressions of 216 available or disclose the same to third parties, if they were not prepared or made with the scope of providing the information included in the same to third parties. The foregoing is, however, applicable barring a statutory obligation to supply or disclose and the right of the Client to supply or disclose the said information to its own external legal advisers subject to similar confidentiality obligations.
- 216 is entitled and the Client gave 216 consent to share any and all information regarding the Client, including Online Data, information with regard to employees of the Client, the relationship of 216 with the Client and the Activities, including confidential information and personal data, with other 216 Companies and to use the same for improvement and supplementation of its services and for the benefit of benchmark surveys conducted by the same in the course of which 216 is in any case held to implement measures in order to protect the confidentiality of the said information.
 - 216 and the Client shall reciprocally refrain from (making and/or posting) negative expressions on (social) media (platforms), including but not limited to Facebook, LinkedIn, Twitter, YouTube, Instagram, weblogs, (internet) forums, magazines, newspapers, television, radio and related services and/or products, which (could) in any way whatsoever jeopardise (the reputation of) the parties or one of them.
 - 216 and the Client shall impose their obligations in pursuance of article 7 on the third parties they hire.
- ## 8. INTELLECTUAL PROPERTY
- 216 reserves any and all rights with regard to intellectual property rights. Any and all intellectual property rights (also including copyrights, database rights, model rights, patents and trademark rights) that 216 uses or used or develops or developed before, during or after the performance of the Engagement or deriving from the same are vested in 216.
 - The Client is expressly not allowed to reproduce, disclose, exploit or otherwise (other than expressly permitted in the Agreement) use products that embody intellectual property rights of 216 or products that are subject to intellectual property rights for which 216 acquired user rights, also including, but not limited to, computer programs, system designs, methods, recommendations, (model) agreements and other products of the mind of 216, all in the broadest sense of the word.
 - The Client is allowed to make the intellectual property rights as intended in articles 8.1 and 8.2 available to third parties provided after prior consent of 216, however only to obtain an expert opinion on the Activities of 216.
 - For the benefit of the performance of Activities for the Client and/or clients of 216, 216 is entitled to use, further develop and exchange the knowledge, experience and general skills that 216 acquired as a result of the performance of the Activities.
- ## 9. FEE
- 216 invoices the Activities on the basis of its fee and costs (including costs of hired third parties), where required increased by disbursements and expenses claims of hired third parties, and taxes potentially payable on the same. These items are invoiced monthly, quarterly or annually to the Client or after completion of the Activities, unless 216 and the Client stipulate otherwise. The turnover tax - where applicable - charged separately on any and all amounts payable to 216 by the Client.
 - The fee of 216 does not depend on the outcome of the Engagement and/or the Activities, unless this is expressly stipulated. The fee of 216 is based on the degree of responsibility of the persons in the Engagement Team, their seniority, their expertise, the time they dedicated to the Activities and the nature and complexity of the Activities.
 - The costs as intended in article 9.1 do in any case include the direct costs as well as coverage of expenses that are not directly charged to the Activities.
 - The Client shall moreover reimburse the expenses that the Secondedee incurs under the authority of the Client or with its consent.
 - 216 can charge costs for the storage of Online Data.
 - The amount invoiced by 216 may deviate from previous estimates or offers.
 - If after the conclusion of the Agreement, however before the Engagement has been completed in full, a change has occurred in wages and/or prices then 216 shall be entitled to adjust the stipulated rate accordingly, unless the Client and 216 agreed on different arrangements about this.
- ## 10. PAYMENT
- Payment by the Client of amounts payable to 216 must, without the Client being entitled to any deduction, discount or setoff, take place within fifteen days after the date of the invoice. Payment must take place in euros through remittance to a bank account to be designated by 216. A result depending fee in connection with Finance Store Activities shall be paid immediately after it has fallen due in the course of which 216 is entitled to have the fee paid from the transaction result.
 - If the Client does not pay within the time limit as intended in article 10.1 then 216 is entitled, without any further notice of default and without prejudice to the other rights of 216, to charge the commercial statutory interests (pursuant to section 119a of Book 6 of the Dutch Civil Code) to the Client effective from the due date up to satisfaction in full to 216.
 - Any and all reasonably incurred judicial and extrajudicial (collection) costs that 216 incurs as a result of the non-compliance by the Client with its payment obligations are at the expense of the Client.
 - If the financial position or the payment behaviour of the Client gives, at the discretion of 216, cause to it then 216 shall be entitled to require that the Client pays fully or partly in advance and/or provides (additional) security in a form to be determined by 216. If the Client fails to make the advance payment and/or to provide the required security then 216 is entitled to, without prejudice to its other rights, immediately suspend the further implementation of the Agreement and everything that the Client is liable to pay to 216, on any account whatsoever, immediately falls due.
 - In case of a jointly awarded Engagement the Clients are, to the extent that the Activities were performed for the joint Clients, jointly and severally liable for the payment of the invoice amount, including costs (expenses) and potentially payable interest, to 216.
- ## 11. COMPLAINTS & EXPIRY DATES
- Complaints with regard to the performed Activities and/or the invoice amount must, subject to forfeiture of rights on the part of the Client, be communicated to 216 in writing within thirty (30) days after the despatch date of the documents or information about which the Client complains or within thirty (30) days after the discovery of the defect, if the Client demonstrates that the Client could reasonably not discover the defect earlier. Communicated complaints do not suspend the payment obligation of the Client.
 - In case of a rightly submitted complaint 216 has the choice between adjustment of the charged fee, the free improvement or renewed performance of the rejected Activities or fully or partly not (no longer) performing the Engagement upon proportionate repayment of the fee already paid by the Client.
 - To the extent that the General Terms and Conditions do not determine otherwise, rights of claim and other authorities of the Client vis-à-vis 216, on any account whatsoever, expire in any case one (1) year after the moment that the Client has become or could reasonably have become familiar with the existence of the said rights and authorities.
- ## 12. EARLY TERMINATION
- The Agreement can be terminated early by the Client if and only to the extent that the Agreement provides for this 216 is always authorised to terminate the Agreement in consideration of a notice period of one (1) month.

2. Both 216 and the Client are only authorised to rescind the Agreement (i) if the other party imputably fails to comply with an essential obligation on account of the Agreement and the other party is in default in respect of the same (within the meaning of section 81 of Book 6 of the Dutch Civil Code), (ii) if the other party is not able to pay its debts and/or is in a situation where it ceased to pay, (iii) if a receiver, administrator or liquidator was appointed, (iv) if the other party agrees on debt restructuring.
3. In case of termination on the basis of article 12.1 or 12.2 216 reserves the right to payment of expenses claims for already performed Activities and Activities potentially in consultation still to perform. The payment obligation of the Client in connection with the expenses claim regarding already performed Activities immediately falls due in full at the moment of termination of the Agreement. In case the Client terminates the Agreement in accordance with article 12.1 or 12.2 the Client is held to compensate 216 for any and all damages and costs on the part of the same. The said damages and costs in any case include, but are not limited to, any and all costs incurred by 216 in connection with the (future) Activities, including investments made and the lower capacity utilisation.
4. The possibility for 216 to designate the Foundation as intended in these General Terms and Conditions, and the authorities of the Foundation as a result thereof, regards a noncommittal optional facility that has the objective of serving the interests of the Client in certain circumstances, but that can (whether or not) be used at the sole discretion of 216 and at the free insight of the Foundation. The Client is not entitled to a legal claim regarding designation of the Foundation or effectuation of or compliance with the authorities of the Foundation, or a right to compensation as a result of the failing, late or improper compliance with or implementation of an authority or responsibility of 216 or the Foundation as described in this article 15. The Foundation, officers of the Foundation, and the third parties hired by the Foundation within the framework of the implementation of the authorities vested in the same are by no means liable, on any ground whatsoever, vis-à-vis the Client.
5. The Foundation can designate a third party to implement the rights and obligations that are vested in the Foundation on account of these General Terms and Conditions or transfer the said rights and obligations to the said third party. Where required the Client hereby agrees, as the occasion arises, with the said transfer.

13. RIGHT OF SUSPENSION

216 is always authorised to suspend compliance with all its obligations, including the release of documents or other goods to the Client or third parties, until all claims vis-à-vis the Client were paid in full. The above is not applicable with regard to goods or documents of the Client that did not undergo processing by 216 (yet).

14. LIABILITY

1. 216 shall perform Activities on the basis of a best efforts obligation (and not a results obligation) to the best of its ability and as a diligently acting professional.
2. The liability of 216 is in all circumstances limited to at most one (1) time the fee that the Client paid to 216 in the 12 months that preceded the moment that resulted in the cause of the damages. The said limitation of liability applies in full in case of liability vis-à-vis multiple Clients, in which instance the liability vis-à-vis all Clients combined shall not exceed more than a maximum of one (1) time the fee that the Clients paid to 216 in the 12 months that preceded the moment that resulted in the cause of the damages. Without prejudice to the above the liability of 216 is moreover always and in all circumstances limited to at most the amount that is paid out pursuant to the professional liability insurance of 216, as the occasion arises, for the benefit of the prejudiced party plus the excess.
3. 216 shall not be liable for indirect damages, including lost turnover, lost profit, loss of goodwill and lost savings, even if 216 was informed of the probability thereof.
4. 216 shall not be liable for damages incurred by the Client deriving from the fact that the Client or third parties (i) did not inform 216 in a timely fashion of, or conceal, facts and circumstances that may be relevant to a correct implementation of the Agreement and (ii) provide incorrect or incomplete information or provide an incorrect representation of the facts.
5. 216 shall not be liable for damages that are the result of the compliance by 216 with legislation and regulations applicable to 216, including rules of conduct and rules of professional practice.
6. 216 shall not be liable for errors and/or shortcomings of third parties hired by 216, unless there is question of intent or intentional recklessness on the part of 216.
7. 216 shall not be liable for the existence of a (correctly) functioning connection between the systems and software of or in use by the Client and the systems of 216, including the 216 Application, the Portal and/or the platform on which the Portal runs. 216 shall moreover not be liable for damages that may derive from the use of Electronic Communication.
8. 216 shall not be held to comply with any obligation if it is prevented from doing so as a result of force majeure. Force majeure does in any case include, but is not limited to, shortcomings of third parties hired by 216 as well as interruptions or failures in the power, internet and/or telecommunications facilities.
9. The restrictions of liability included in these General Terms and Conditions qualify as a third-party clause and have effect for the benefit of both 216 and all its employees, including the persons within the Engagement Team, both individually and collectively, and any other deployed by 216 in any way whatsoever.
10. The limitations of liability included in these General Terms and Conditions are applicable regardless of the foundation of the claims of the Client, including in any case a breach of contract and an unlawful act. The Client hereby waives any and all rights to the extent that claims from an unlawful act would exceed the said limitations of liability.
11. The Client indemnifies 216 against any and all claims of third parties that derive from or are connected to the non-compliance by the Client (or the persons working for the Client) with the Agreement, these General Terms and Conditions or another obligation vested in the Client. The Client moreover indemnifies 216 against any and all claims of third parties that derive from or that are connected to the Activities performed (still to be performed) for the benefit of the Client, unless they are caused by intent or intentional recklessness of 216. The indemnification is also related to any and all damages and (procedural) costs that 216 incurs or makes in connection with this kind of claim.
12. The indemnifications included in article 14.11 are a third-party clause and have effect for the benefit of both 216 and the persons employed at 216 (including the persons within the Engagement Team), both individually and collectively, and any other deployed by 216 in any way whatsoever.

15. BACK-UP AND CONTINUITY FOUNDATION

1. 216 can designate a Back-up & Continuity Foundation (the "Foundation") that can manage a secured back-up facility with regard to the systems used by 216 (including the Portal) and the Activities performed by 216 for the Client. In this context the Client agrees, where required hereby already as the occasion arises, that Online Data can be stored and managed by the Foundation (in escrow as a back-up).
2. In case a 216 Company fully or partly (whether or not temporarily) discontinues its activities as a result of a bankruptcy or a relevant petition or in case of a - at the discretion of the Foundation - forced discontinuity of the activities of a 216 Company the Foundation may decide.
 - a. to yet comply with the obligations of the relevant 216 Company as included in the Agreement vis-à-vis the Client during a duration to be determined by the Foundation in order to enable the Client to organise an appropriate alternative, and/or
 - b. to, at the request of the Client, provide the Client with a copy of the last back-up of the Online Data.
3. In case the Foundation makes a choice as intended in the previous paragraph under (a) the Agreement with regard to the relevant 216 Company is partly taken over by the Foundation and the Foundation acquires the position of the relevant 216 Company as intended in the Agreement however on the condition that the Foundation can by no means accept or shall acquire obligations and liabilities that derive or originate from the period prior to the contract takeover. The Client hereby already agrees, as the occasion arises, with the (partial) takeover of the Agreement by the Foundation and indemnifies the Foundation against damages as a result of the said contract takeover.

16. (INDEPENDENCE) RULES

216 and persons employed at / for or affiliated with 216 shall comply with applicable (independence) rules of national and international regulators, including professional organisations with which the relevant 216 Company is affiliated. In order to enable 216 to comply with the relevant (independence) rules the Client is, if so required, held to inform 216 in a timely, correct and complete manner of the legal structure and the participation relationships of (the group to which) the Client (belongs), any and all financial and other interests and participations of the Client, as also of any and all other (financial) collaborative ventures regarding its business or organisation, all in the broadest sense of the word.

17. PRIVACY AND PROCESSING AGREEMENT

1. The 216 Online Legal & Privacy Statements are applicable to each and every use of any and all web pages (including internet portal) under the domain name 216.nl and under any and all other domain names related to the said domain name, the Portal, and to any and all other services that are offered by 216 (also including the client intake).
2. The Client can supply personal data within the meaning of the General Data Protection Regulation to 216 within the framework of the Activities. If this is the case then the following paragraphs of this article shall apply and qualify as a Processing Agreement within the meaning of the General Data Protection Regulation, in the course of which 216 is qualified as the "Processor" and the Client as the "Controller".
3. The Processor commits to process personal data under the authority of the Controller on the basis of the terms and conditions of the said Processing Agreement. Processing shall exclusively take place within the framework of the Agreement and for the handling of orders and payments for products or services of the Controller, the storage on the Portal of data of the Controller and the services, management of the bookkeeping and financial administration of the Controller, management of the personnel administration of the Controller, the sending of newsletters, management of the customer administration of the Controller and the objectives that are reasonably related to the same or that are determined with further consent. Reference is made to the 216 Online Legal & Privacy Statements which provides for an overview of personal data that are processed during the Activities.
4. The Processor shall not process the personal data for any purpose other than established by the Controller. The Controller shall inform the Processor of the processing objectives to the extent that they have not already been specified in the Processing Agreement. The Processor can use the personal data for quality purposes, e.g. polling data subjects or performing scientific or statistical research for the benefit of the quality of its services. The personal data to be processed under the authority of the Controller remain the property of the Controller and/or the relevant data subjects. The Controller guarantees that the processing of personal data falls under one of the exemptions of the Dutch General Data Protection Regulation and that notification with the Data Protection Authority is not required.
5. The Processor shall provide for compliance with the applicable legislation and regulations, including in any case the legislation and regulations in the area of the protection of personal data, e.g. the Dutch Personal Data Protection Act and the Dutch General Data Protection Regulation. The Processor shall, on demand of the same, inform the Controller of the measures taken by the same regarding its obligations pursuant to this Processing Agreement.
6. The obligations of the Processor that derive from this Processing Agreement are also applicable to those who process personal data under the authority of the Processor, including but not limited to its employees. The Processor shall immediately inform the Controller if, at its discretion, an instruction of the Controller is in violation of the said legislation. The Processor shall moreover, to the extent that this falls within its power, assist the Controller for the benefit of the performance of data protection effect assessments (DPEAs).
7. The Processor can process the personal data in countries within the European Union. A transfer to countries outside the European Union is prohibited. The Processor shall inform the Controller what country or countries this regards.
8. The permitted processing acts shall be carried out by employees of the Processor within an automated environment. The Processor is merely responsible for the processing of the personal data under this Processing Agreement, in accordance with the instructions of the Controller and under the express (ultimate) responsibility of the Controller. The Processor is expressly not responsible for other processing acts of personal data, including in any case but not limited to, the collection of the personal data by the Controller, processing acts for purposes that were not reported to the Processor by the Controller, processing acts by third parties and/or for other objectives. The Controller guarantees that the content and the use of and the assignment to process the personal data as intended in this Processing Agreement are not unlawful and do not violate any right of third parties. In the event 216 processes and distributes newsletters upon the Engagement with Controller, Controller shall ensure the applicability of sufficient legal grounds for such in conformity with General Data Protection Regulation and the Act on Telecommunication (Telecommunicatiewet).
9. The Processor can, within the framework of this Processing Agreement, hire third parties, including however not limited to the Foundation as intended in article 15 on the condition that the Controller can always inquire after the relevant third parties and can object if the use of a specifically reported third party is unacceptable to the same. The Processor does in any case ensure that the said third parties accept in writing the same obligations as stipulated between the Controller and the Processor.
10. The Processor shall make an effort to take sufficient technical and organisational measures with regard to the processing acts of personal data to be performed against loss or against any form of unlawful processing (e.g. unauthorised inspection, impairment, change or supply or the personal data). The Processor does not guarantee that the security is effective under all circumstances. If expressly described security is missing in the Processing Agreement then the Processor shall make an effort to have the security comply with a level that is, having regard to the state of the art, the sensitivity of the personal data and the costs associated with the imposition of the security, not unreasonable. The Controller only makes personal data available to the Processor for processing if it ascertained itself of the fact that the required

security measures were taken. The Controller is responsible for the compliance with the measures stipulated by and between the parties.

11. The Controller is always responsible for the reporting of a security leak and/or a data leak (including: a breach of the security of personal data that results in a chance of adverse effects, or has adverse effects, for the protection of personal data) to the supervisory authority and/or the data subjects. In order to enable the Controller to comply with the said statutory obligation the Processor informs the Controller within a reasonable period of time of the security leak and/or the data leak. Reporting must always take place. The reporting obligation does in any case include the reporting of the fact that there has been a leak. The reporting obligation moreover includes:
 - a. the nature of the breach in connection with personal data, where possible stating the categories of the data subjects and personal data registers in question and, approximately, the number of data subjects and personal data registers in question;
 - b. the name and the contact details of the functionary for data protection or a different contact point where more information can be obtained;
 - c. the probable consequences of the breach in connection with personal data;
 - d. the measures that the Processor proposed or took to deal with the breach in connection with personal data, including, as the occasion arises, the measures to limit the potential adverse effects of the same.
12. In case a data subject addresses a request to exercise his / her statutory rights to the Processor the Processor shall forward the request to the Controller and the Controller shall handle the request further. The Processor can inform the data subject accordingly.
13. A confidentiality obligations vis-à-vis third parties applies to any and all personal data that the Processor receives and/or collects within the framework of this Processing Agreement. The Processor shall not use the said information for a purpose other than for which it received the same, not even if it was provided in such form that it cannot be traced back to data subjects. The said confidentiality obligation is not applicable to the extent that the Controller gave express consent to the supply of the information to third parties, if the supply of information to third parties is logically required considering the nature of the awarded assignment and the implementation of the Processing Agreement, or if there is question of a statutory obligation to supply the information to a third party.
14. The Controller is entitled to have audits conducted by an independent third party who is bound by confidentiality to audit compliance with the security requirements, compliance with the general rules regarding processing of personal data, and everything that is directly related to the same. The said audit can take place in case of a specific suspicion of abuse of personal data and not more frequently than once a year. The Processor shall lend cooperation in the audit and make any and all relevant information reasonably required for the audit, including supporting data like system logs, and employees available in a timely fashion. The findings further to the conducted audit shall be assessed by the Processor and can, at the discretion of the Processor and in the manner determined by the Processor, be implemented by the Processor. The costs of the audit are borne by the Controller.
15. This Processing Agreement is concluded for the term of the Agreement. As soon as the Processing Agreement comes to an end, for any reason and in any way whatsoever, the Processor shall – at the discretion of the Processor – return any and all personal data available at the same in its original or in copied form to the Controller and/or delete and/or destroy the said original personal data and potential copies of the same.

18. EVIDENCE

The extracts from data from the (computer) systems of 216 shall provide sufficient and decisive evidence of each and every use of the Portal, (the content and/or the time of sending of) Electronic Communication, instructions, guidelines and other communication between 216 and the Client as well as the transactions and activities performed within the framework of the Agreement, barring evidence to the contrary.

19. NON-SOLICITATION

During the Agreement and up to a year thereafter the Client shall not hire or approach persons employed at / for or affiliated with 216 in order to, whether or not temporarily, enter, either directly or indirectly, in the employ of the Client or to, either directly or indirectly for the benefit of the Client, perform activities, whether or not in salaried employment. This provision does not apply to the extent that these General Terms and Conditions determine otherwise with regard to Seconddees.

20. DUTCH MONEY LAUNDERING AND TERRORIST FINANCING (PREVENTION) ACT

1. In case of applicability of the Dutch Money Laundering and Terrorist Financing (Prevention) Act 216 is, in pursuance of the Dutch Money Laundering and Terrorist Financing (Prevention) Act, held to conduct a client screening with regard to a potential client. This implies, inter alia, the identification of the potential client and the ultimate beneficiary (UBO) of the corporate structure to which the Client belongs. 216 shall basically need to establish and/or verify the identity of the Client and the UBO prior to the Activities. The Client shall lend cooperation in the said client screening.
2. The Client shall after the conclusion of the Agreement inform 216 of a change in its corporate structure, including a change of the ultimate beneficiary of the structure to which the Client belongs. If (the representative) of the Client and/or the ultimate beneficiary becomes a 'politically engaged person' (PEP) during the engagement then the Client shall immediately inform 216 accordingly.
3. In case of applicability of the Dutch Money Laundering and Terrorist Financing (Prevention) Act 216 is, in pursuance of the Dutch Money Laundering and Terrorist Financing (Prevention) Act, held to report a performed or proposed unusual transaction, to the extent that it is signalled within the framework of the regular activities, to the Financial Intelligence Unit (FIU-Netherlands). The said reporting can in pursuance of the Dutch Money Laundering and Terrorist Financing (Prevention) Act not be disclosed to the Client. With regard to reporting of which 216 is of the opinion that it should reasonably take place (i) the confidentiality obligation of 216 pursuant to article 7 does not apply and (ii) 216 cannot be held liable by the Client.

21. REMAINING IN EFFECT

Any and all rights and obligations deriving from the Agreement that are, due to their scope, meant to remain in full force and effect after termination of the Agreement shall remain in full force and effect between 216 and the Client after the termination.

22. TRANSFER

Neither party to the Agreement is entitled to transfer the rights and obligations deriving from or related to the Agreement to a third party without written consent of the other party. The above does not affect the right of all 216 Companies to transfer the rights and obligations deriving from Agreements to another 216 Company.

23. APPLICABLE LAW AND CHOICE OF FORUM

1. Dutch law is applicable to any and all legal relationships between the Client and 216.
2. Any and all disputes that are connected to legal relationships between the Client and 216, to which these terms and conditions are applicable, fall under the exclusive jurisdiction of the court in Amsterdam.

