

General Terms and Conditions BitnessWise B.V.

Article 1 General

1. These general terms and conditions are used by BitnessWise Holding B.V., established in Utrecht, and its subsidiaries BitnessWise B.V. and Rhite B.V.
2. BitnessWise's counterparty is referred to in these terms and conditions as the Client.
3. These general terms and conditions apply to all offers and agreements whereby BitnessWise supplies goods, services and/or advice of whatever nature to the Client, even if these goods, services or advice are not (further) described in these terms and conditions.
4. The applicability of purchase or other terms and conditions of the Client is expressly rejected.
5. Deviations from these general terms and conditions are only valid if they have been expressly agreed in writing or if it is clear in writing that BitnessWise has accepted them.
6. BitnessWise is entitled to change these general terms and conditions at any time. An amendment will come into effect on the date indicated, but never earlier than one month after its announcement.
7. The Dutch text of these general terms and conditions, as well as of agreements offered by BitnessWise, prevails over translations thereof.

Article 2 Offer and acceptance

1. Quotations are without obligation and are valid for 30 days after the date, unless stated otherwise in the quotation.
2. An agreement comes into effect after receipt of the written acceptance by the Client of BitnessWise's offer, even if the acceptance deviates in minor details, or when BitnessWise has started the execution of the assignment.
3. If the acceptance of the offer deviates from the offer in essential parts, an agreement comes only into effect after BitnessWise's express written consent to this deviation or deviations.
4. A compiled quotation does not oblige BitnessWise to perform partial assignments for a proportionately lower price.
5. After acceptance of the offer by the Client, immediate withdrawal by BitnessWise is possible. A revocation by BitnessWise made within four working days after acceptance by the Client is regarded between the parties as 'immediate' within the meaning of Article 6:219 paragraph 2 of the Dutch Civil Code.

Article 3 Information and cooperation

1. Full cooperation is expected from the Client in the execution of the agreement.
2. The Client will provide BitnessWise with all reasonably requested data, documents and other useful information with sufficient time and guarantees the correctness thereof, even if this data originates from documents or information from third parties.
3. If the Client provides data, documents or information digitally, he guarantees that these materials are delivered free of viruses or defects.

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4. The Client will at all times ensure that he only provides copies of data, documents or information to BitnessWise. In the event that the Client provides an original document for whatever reason, it will explicitly state this and will ensure that it retains at least one copy thereof.
5. If BitnessWise carries out work on location or has it carried out by third parties, the Client will provide the reasonably required facilities free of charge. This includes in any case a safe workplace, access to the necessary locations and the workplace and, if necessary, safety provisions, such as safety footwear, clothing and helmet.

Article 4 Confidential Information

1. Each of the parties guarantees that all information of a confidential nature received from the other party before and after entering into the agreement will remain secret. Information provided by BitnessWise is considered confidential and is intended solely for the Client or the party or parties named in the report. The Client will agree with that party or parties' confidentiality that is at least equivalent to this provision.
2. The Client will not disclose the content of a report to parties other than those mentioned.
3. BitnessWise may, on the basis of "need to know", disclose the information obtained from the Client under an equivalent duty of confidentiality to third parties that need to be engaged in the assignment.

Article 5 Price

1. Services are invoiced on the basis of the fixed price stated in the order or the calculation method formulated. If no fixed price or calculation method has been agreed, services will be invoiced on the basis of subsequent calculation at the then applicable product and hourly rates.
2. Unless otherwise agreed, BitnessWise is entitled to invoice 25% of the (offered or estimated) value of the assignment after acceptance of the quotation or after approval of the project plan.
3. Prices are stated without turnover tax (VAT) and other levies imposed by the government.
4. Unless stipulated otherwise in the agreement between the parties, BitnessWise is entitled, with due observance of a term of three months, to adjust its prices and rates by means of a written notification to the Client.

Article 6 Invoicing and payment, interest and collection

1. Invoices will be paid by the Client within thirty days of the invoice date, unless otherwise agreed in writing. Forecast invoices and invoices relating to the services performed by third parties for the purpose of the assignment must be paid immediately.
2. If the Client continues to fail to pay the claim after notice of default, the Client will owe BitnessWise extrajudicial costs with a minimum of €100. The costs are calculated as follows:
 - a. about the first € 3.000,- 15% (with a minimum of €100,-)
 - b. about multiple until € 6.000,- 10%
 - c. about multiple until € 15.000,- 8%
 - d. about multiple until € 60.000,- 5%
 - e. about multiple from € 60.000,- 3%

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3. If the actually incurred extrajudicial costs are higher than follows from the table above, the Client owes those actually incurred costs.
4. BitnessWise may, after the Client continues to fail to pay one or more instalments or invoices after notice of default, suspend the execution of the assignment until it has received full payment.
5. In the event of suspension of the activities, dissolution of an agreement, suspension of payment or bankruptcy, outstanding claims will become immediately due and payable.

Article 7 Exceptions and additions to the pricing and invoicing regime

1. Costs of activities mainly performed by third parties will be charged in advance unless otherwise agreed in writing.
2. If a planned appointment is cancelled less than 24 hours in advance by or on behalf of the Client, BitnessWise is entitled to invoice the Client for the time reserved for the execution of the appointment at the then applicable rate. The Client undertakes to pay this invoice on time, i.e., within the payment term as referred to in paragraph 1 of Article 6.

Article 8 Complaint period and exclusion from advertising

1. The Client will notify BitnessWise in writing of complaints regarding the performance of work or the amount in the invoices within fourteen days of the performance or the invoice date respectively. After the expiration of this period, the work is deemed to have been carried out correctly and invoices to have been drawn up correctly.
2. The Client's payment obligation is not suspended by the complaint.
3. No complaints are possible with regard to work performed, services rendered or documents delivered by BitnessWise to which changes have been made after delivery or completion by parties other than BitnessWise, which have been fully or partially processed or which have become part of a larger whole, unless such change, processing or incorporation has been agreed in writing in advance.

Article 9 Execution of the assignment

1. All services provided by BitnessWise are performed to the best of its knowledge and ability in accordance with the requirements of good workmanship, as much as possible on the basis of the latest insights and/or technical standards and, where appropriate, in accordance with the written agreement with the Client established agreements and procedures.
2. Service assignments are accepted as a best-efforts obligation, regardless of the choice of words in the assignment or agreement, unless BitnessWise expressly and in writing has promised a sufficiently determinable result.
3. BitnessWise is not obliged to follow instructions that alter, change or supplement the content or scope of agreed services; however, if such directions are followed, the work in question will be eligible for compensation.
4. If BitnessWise has to spend extra time on the execution of the assignment due to the late or improper provision of data and documents, see Article 3 “Information and cooperation”, it can charge this extra

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- time to the Client. The Client will pay the invoice for these costs to BitnessWise in a timely manner, i.e., in accordance with the provisions of Article 6 paragraph 1.
5. If the incorrect or late provision of data and documents leads to a delay in the execution, this may affect the agreed terms. BitnessWise will inform the Client of this as soon as possible.
 6. Failure to meet agreed or expected delivery terms as a result of data and documents not being made available properly or on time can never lead to BitnessWise being liable for damages, nor can it form a ground for dissolution or termination of the assignment by the Client.
 7. If the service agreement has been entered into with a view to performance by a specific person, BitnessWise will always be entitled to replace this person by one or more other persons with the same qualifications.
 8. BitnessWise has the right to have certain activities performed by a third party to be designated by it, without notification to the Client, if it deems this desirable with a view to optimal performance of the assignment.
 9. Guarantees with regard to the results or the applicability of the results of an assignment cannot be given.
 10. The Client cannot derive any rights from advice and information that it receives from BitnessWise if these are not directly related to the assignment.
 11. If BitnessWise supplies a product or several products to the Client as part of the execution of an order, these will be made available to the Client as they are delivered to BitnessWise by the supplier of the product.
 12. If BitnessWise develops software, a warranty period of three months from delivery will apply, during which BitnessWise will correct any errors. Where reference is made in these terms and conditions to an error, this refers to a defect that prevents the functioning of the software according to the specifications or greatly affects the use. To be fixed, an error must be reproducible.
 13. BitnessWise may provide temporary solutions or limitations in use. It will repair minor errors, including those that do not or hardly affect the use of the software, as much as possible, unless this cannot reasonably be asked. BitnessWise doesn't have to fix minor error immediately.
 14. If BitnessWise uses products from suppliers in the performance of an order, the warranty of the product will be performed by the supplier of this product and will be limited to the extent of that warranty, even if BitnessWise's warranty gives more rights to the Client.

Article 10 Change of assignment, additional or less work

1. After the Client has given its approval to the project description, this establishes the nature and scope of the Agreement and subsequent requests for adjustment may affect the indicative or agreed price.
2. If the Client makes a request to change the assignment, BitnessWise will investigate whether this fits within the agreed assignment. BitnessWise may require that an additional agreement be drawn up to implement the proposed change.
3. BitnessWise cannot be obliged to cooperate with a request to change the agreement if, in BitnessWise's opinion, the expected result will no longer meet its quality requirements.
4. If a request for change leads to additional work, BitnessWise can charge this at its then applicable rates on top of the agreed price. If a request results in the work performed becoming redundant, acceptance of the

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proposed change by BitnessWise does not mean that BitnessWise is obliged to credit or not charge for this work.

Article 11 Delivery time

1. All (delivery) periods stated by BitnessWise have been determined to the best of its knowledge on the basis of the information known to BitnessWise when the agreement was entered into, and they will be abided by as much as possible; the mere exceeding of a stated (delivery) term does not put BitnessWise in default. BitnessWise is not bound by (delivery) terms that can no longer be met due to circumstances beyond its control that occurred after entering into the agreement. These circumstances in any case include late cooperation (Article 3) by or on behalf of the Client and the provision of an incorrect or incomplete proposal by or on behalf of the Client.

Article 12 Intellectual Property Rights

1. All intellectual or industrial property rights to materials made available by BitnessWise under the agreement, such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, are vested in BitnessWise or its licensors.
2. The Client obtains a license for the intended use of all materials made available under the agreement as referred to in the first paragraph. The description of the assignment is decisive in this. Modifications to the scope of intended use may be treated by BitnessWise as a modification of the assignment.
3. In the event that the production of a report ensues from an assignment, BitnessWise gives the Client the right to use the report written for him and/or associated material for the purpose specified in the assignment, the agreement, the report or in the material. Reuse of (parts of) the report or material by the Client for other purposes or for parties other than those specified in the assignment, the agreement, the report or the material is not permitted.
4. Developments made specifically for the Client, in which no use has been made of existing components that are subject to intellectual property rights of BitnessWise or its suppliers, belong to the Client. BitnessWise reserves the right to continue to apply the results of and knowledge acquired through the execution of the assignment.
5. The Client is not permitted to remove or change any designation regarding copyrights, brands, trade name or other intellectual or industrial property rights from the materials, including making letters, characters and numbers invisible.
6. If the Client makes documents, photos or images available to BitnessWise for the purpose of including them in any product to be developed, the Client declares by the mere availability that he is entitled to the intended use and that such use does not infringe any intellectual property right. The Client will indemnify BitnessWise against claims from third parties and will compensate the damage BitnessWise suffers as a result of any claim.

Article 13 Reservation of title and rights

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1. All goods developed by BitnessWise will become the property of the Client after receipt of the price owed and additional amounts owed, including those referred to in Article 6.
2. The Client acquires ownership of passwords and other documents relating to products, as well as results of investigations and tests.
3. The documents, records and passwords will not be provided to third parties without the express prior consent of the Client, unless BitnessWise is under a duty by virtue of law or judgment.
4. BitnessWise may retain the goods, products, property rights, data, documents, datafiles and (interim) results of the services of BitnessWise received or generated within the framework of the agreement, despite an existing obligation to deliver, until the Client has paid all amounts owed to BitnessWise.

Article 14 Termination and dissolution of an agreement

1. If BitnessWise comes to the understanding that the assignment cannot be performed in the manner that was offered on the basis of the information and documents provided in the first instance, it may, at its sole discretion, either cancel the assignment or change the price and modify the terms of the agreement.
2. In the event that BitnessWise cancels the assignment, it can invoice the work it has performed at the hourly rate applicable at that time.
3. If the circumstances justify this, the Client may prematurely terminate the assignment in consultation with BitnessWise. In that case, the work already performed will be charged and BitnessWise is entitled to charge cancellation costs for the remainder. The cancellation costs amount to 25% of the then non-billable part of the assignment, unless BitnessWise demonstrates that its damage due to cancellation is greater, in which case its actual damage is eligible for compensation.
4. If a party imputably fails to comply with essential obligations under the agreement and, after it has been given proper notice of default in writing and in as much detail as possible, with a reasonable period for remedying that shortcoming, it remains in default, then is the party in default and the other party is entitled to dissolve the agreement.
5. If the Client at the time of the dissolution as referred to in paragraph 2 of this article has already received part of the goods of services from the agreement, these goods of services and the related payment obligation will not be subject to cancellation, unless the Client proves that BitnessWise is in default with regard to those goods of services. Amounts that BitnessWise has invoiced prior to the dissolution in connection with what it has already properly performed or delivered in execution of the agreement, will remain due in full of due observance of the previous sentence and will become immediately due and payable at the time of the dissolution.
6. Each of the parties may terminate the agreement in writing with immediate effect, in whole or in part, without notice of default, if the other party is granted a suspension of payments, whether or not provisionally, if the other party has been declared bankrupt or if the company of the other party is liquidated or terminated other than for the purpose of reconstruction or amalgamation of companies. BitnessWise is never obliged to refund any money already received or to pay compensation due to termination on one of the aforementioned grounds.

Article 15 Liability of BitnessWise

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1. BitnessWise only accepts liability for direct damage suffered by the Client, which is a direct result of intent or gross negligence on the part of BitnessWise.
2. BitnessWise's liability with regard to the services and advice it provides is limited to compensation for direct damage up to a maximum of the amount of the price invoiced for those services or advice (excl. VAT) less discounts.
3. BitnessWise's liability due to an attributable shortcoming in the performance of an agreement only arises if the Client has given BitnessWise immediate and proper notice of default in writing and a reasonable term is given to remedy the shortcoming, and BitnessWise continues to fail imputably in the fulfilment of its obligations even after that period.
4. BitnessWise accepts no liability for damage to or destruction of data, documents or information, unless the Client demonstrates that this is the result of intent or recklessness on the part of BitnessWise. BitnessWise can never be held responsible for recovering or recovering corrupted or lost data.
5. BitnessWise's liability for damage resulting from death or physical injury or due to material damage to items is limited to the amount that is paid out under the liability insurance.
6. A condition for the existence of any right to compensation is always that the Client reports the damage to BitnessWise as soon as possible after it has arisen.
7. If the Client has insured any risk associated with an assignment, he is obliged to claim any damage under that insurance and to indemnify BitnessWise against recovery claims from the insurer.
8. Any liability on the part of BitnessWise lapses two years from the day on which the reports were delivered or the services were performed, or the assignment was terminated by cancellation.

Article 16 Force Majeure

1. Force majeure is understood to mean any strange cause as well as any circumstance that should not reasonably be at the risk of the parties. In the event of force majeure, the fulfilment by the party concerned of the obligations arising from this agreement will be wholly or partially suspended for the duration of such force majeure, without the parties being mutually obliged to pay any compensation in this regard. In the event of force majeure, the other party will be notified in writing, accompanied by the necessary supporting documents. If a force majeure situation continues for longer than two months, each of the parties is entitled to terminate the agreement, without becoming liable for damages towards the other party.
2. Force majeure within the meaning of this article also includes circumstances that prevent the execution of the assignment and that cannot be attributed to BitnessWise. This includes, among other things, strikes and roadblocks, exclusion of (employee(s) of) BitnessWise from the location of the Client and malfunctions in communication equipment, malfunctions in websites, and data connections.

Artikel 17 Hosting, websites and related services

1. If BitnessWise is involved in internet access, domain name registration, internet hosting or the construction or maintenance of a website or a (web) application, this set of special provisions applies in addition to and, where appropriate, in deviation from the general terms and conditions:

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2. If BitnessWise offers hosting, it will do so according to the latest insights, while giving primacy to a stable environment and taking into account an adequate security level of its sources within the possibilities of the chosen environment. If BitnessWise develops websites, a warranty period of three months from delivery applies, within which BitnessWise will correct any errors.
3. Price changes of internet hosting are determined by the hosting provider and, where appropriate, by BitnessWise if it acts in that capacity. Third party price changes will be implemented without notice. The Client undertakes to accept the price changes imposed by the internet provider during the term of the agreement.
4. BitnessWise is not responsible for the consequences of registering domain names and/or hosting, including the privacy aspects of passing on personal data. It accepts no liability arising from making registrations at the request of the Client.
5. Assignments for Software Engine Optimization (SEO) are always performed as a best-efforts obligation.
6. BitnessWise is not liable for:
 - material or content supplied by or on behalf of the Client;
 - (digital) adjustments made by the Client to the content or form of a website;
 - content uploaded by the Client;
 - damage caused by (an auxiliary person of) the Client;
 - impact of updates and upgrades of browsers, plug-ins, libraries and related technologies not developed by BitnessWise;
 - Failure or inaccessibility of services and websites in case of failure of servers and communication facilities;
 - Loss of ranking positions with a search engine also in case of an SEO assignment.

Article 18 **Trainings**

7. If BitnessWise is involved in providing training, then this set of special provisions applies in addition to and, where appropriate, in deviation from the general terms and conditions:
8. If the training is provided at the Client's location, the Client will provide the administrative processing of registrations, all necessary facilities and catering.
9. In any case, the following will be available during the entire duration of the training: the training room, sufficient workplaces and seating, sufficient computers, network facilities, internet access, projection material and food and drinks.
10. Costs as a result of changing or cancelling a training can be charged by BitnessWise.
11. If BitnessWise organises a training with open enrolment, then
 - Participation is open in order of registration;
 - BitnessWise will confirm the registration by email;
 - In case of refusal of admission to a training, BitnessWise will, stating the reason, inform the interested participant by e-mail;
 - BitnessWise will keep the registration in the event of overbooking and will still accept the registration if a registered participant drops out and, in that case, inform the participant by e-mail;
 - BitnessWise can change the content, location and starting time and duration of the training at the

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- latest one week prior to the training. The participants will receive a timely notification by e-mail;
- the participant can cancel by e-mail after a change by replying to the confirmation e-mail or the e-mail in which the change is announced;
 - payment of the invoice will be received no later than three days before the start of the course on the account specified by BitnessWise;
 - BitnessWise reserves the right to make the place available to another participant in the event of late receipt of payment;
6. If a training is cancelled due to a too small number of participants, BitnessWise will refund the payment received within two days after notification of the cancellation to the account number from which the payment was received.

Article 19 Non-application statement

1. If any provision in these terms and conditions is declared inapplicable by a court decision, the other provisions will remain in full force and effect and the parties will draw up a replacement provision that is in line with and does justice to the original intention.

Article 20 Applicable law and disputes

1. Dutch law applies to all legal relationships between BitnessWise and the Client.
2. Disputes will be submitted to the competent court in the District of Utrecht, The Netherlands unless this is contrary to mandatory law. BitnessWise may deviate from this jurisdiction rule and apply the statutory jurisdiction rules.