

## **General Delivery Terms**

Date: August 2020

## **1. DEFINITIONS**

1.1 Customer: any person to whom Matrixian Group makes an offer (quotation) or with whom Matrixian Group concludes a contract, to which these terms and conditions are declared applicable;

1.2 Contractor: Matrixian Group B.V. (hereinafter referred to as: Matrixian Group), which provides services to and performs work for Customers with respect to data intelligence services;

1.3 Personal data: any data that is traceable to a natural person;

1.4 Processing of personal data: all actions performed by Matrixian Group on behalf of the Customer with respect to personal data as defined in the General Data Protection Regulation;

1.5 Agreement: the written agreement between Customer and Contractor to which these General Terms and Conditions have been declared applicable;

1.6 Parties: Principal and Contractor jointly.

## **2. APPLICABILITY**

2.1 These General Terms and Conditions shall apply to all offers (quotations) of Matrixian Group and to all Agreements which Matrixian Group concludes with a Customer for the performance of work and the provision of services.

2.2 Deviations from these General Terms and Conditions shall only apply if expressly agreed in writing between the Parties.

2.3 In the case of contracts lasting longer than one year, Matrixian Group reserves the right to amend these General Terms and Conditions and to declare the amended terms and conditions applicable to the relevant contract.

2.4 Amended terms and conditions shall take effect thirty days after the announcement of the amendment.

## **3. OFFERS (QUOTATIONS )**

3.1 All offers (quotations) of Matrixian Group shall be without obligation.

3.2 Offers (quotations) have a validity period of 30 days.

## **0. DELIVERY TIMES**

- 4.1 Matrixian Group shall indicate the expected delivery period on its offers (quotations).
- 4.2 Matrixian Group shall make due efforts to meet the expected delivery time. Exceeding this delivery time will be announced at least 24 hours in advance.
- 4.3 Exceeding the delivery period does not give the Customer the right to terminate the Agreement or to claim damages.
- 4.4 Files shall be shipped and/or made available by Matrixian Group as specified in the quotation. The date and time of dispatch of the files shall be deemed the time of delivery.

## **1. PRICES (RATES)**

- 5.1 The rates charged by Matrixian Group shall be in Euros and shall be increased by sales tax (if such tax is due under the law) and any other levies.
- 5.2 Unless expressly agreed otherwise, Matrixian Group shall be entitled with respect to contracts longer than one year to increase the rates payable by the Customer with effect from each calendar year on the basis of the consumer price index figure, all households (2006 = 100), of the CBS. The adjusted rate will be calculated by multiplying the applicable rate by the index figure of the year preceding the year in which the adjustment takes effect, divided by the index figure of the calendar year preceding the year in which the applicable rate took effect.
- 5.3 If Matrixian Group considers that there are reasons for setting the adjusted rate at a higher amount than would be the case according to the calculation in Article 5.2, the Customer shall be entitled to terminate the contract by registered letter within 14 days of the notification by Matrixian Group to this effect. Notice of termination must be given with due regard for a reasonable period of time. For the work performed by Matrixian Group (and the services provided by it) up to the expiry of this period, the Customer shall owe the rates adjusted on the basis of the index figure.

## **2. INVOICES AND PAYMENT**

- 6.1 Unless another term or agreement is indicated on the offers (quotations), invoices of Matrixian Group must be paid within 14 days of the invoice date.
- 6.2 If an invoice is not paid by the due date, Matrixian Group shall be entitled to reimbursement of all the legal and extrajudicial costs incurred in connection with the failure to meet the due date. Matrixian Group shall also be entitled to payment of the statutory interest on the amount owed by the Customer. Matrixian Group shall also be entitled to suspend (further) performance of its obligations until payment has been made in full.

6.3 The Customer's right, if any, to suspend or set off the payment of amounts due is excluded.

6.4 Matrixian Group shall be entitled at any time to demand adequate security or payment in advance (in full or in part) from a Customer before performing or continuing to perform.

6.5 In the event of a disagreement as to the correct amount of what the Customer owes Matrixian Group, the administrative records of Matrixian Group shall be conclusive, unless written evidence to the contrary is provided by the Customer.

#### **4. DATA OR FILES SUPPLIED BY THE CUSTOMER**

7.1 All data and files to be supplied by a Customer in the context of the Agreement must be supplied by the Customer in the format and manner specified by Matrixian Group.

7.2 Errors or delays that occur (partly) because the Customer does not supply the supplied data or files correctly or completely shall not result in any liability on the part of Matrixian Group.

7.3 The Customer shall be liable to Matrixian Group for any damage incurred by Matrixian Group as a result of errors or imperfections in the data, files or data carriers supplied by it. This shall include any viruses, worms or other electronically harmful elements. The Customer shall also indemnify Matrixian Group against any claims by third parties as a result of such errors or defects.

7.4 The Customer guarantees Matrixian Group that it is entitled to make information, files and data carriers available to Matrixian Group and that Matrixian Group is entitled to perform the work agreed in respect of them. The Customer shall indemnify Matrixian Group against any claims of third parties.

#### **5. COMPLAINTS AND LIABILITY**

8.1 Matrixian Group shall be subject to the obligation to perform to the best of its ability the Agreement.

8.2 If the Customer is of the opinion that Matrixian Group has not properly fulfilled the contract, he shall notify Matrixian Group in writing of this fact within 14 days after he has discovered or could reasonably have discovered the defect in question, failing which he shall no longer be entitled to invoke the defect. With the exception of special circumstances which are justified by the Customer, the Customer shall in any case be deemed to have reasonably discovered a defect from the time when he received the performance delivered by Matrixian Group or became aware of the contents of the performance in some other way.

8.3 The Customer shall be obliged to provide Matrixian Group with all cooperation in order to enable Matrixian Group to investigate an alleged defect and, if required, to remedy it within a jointly agreed time.

8.4 If Matrixian Group has failed to comply with its obligation of effort as referred to in Article 8.1, the Customer has acted in accordance with Articles 8.2 and 8.3 and the defect has not been corrected within a reasonable time, Matrixian Group shall be liable in respect of its failure for direct loss, provided that it can be attributed to it and that the liability is not unfounded under Articles 7.1 or 7.2. Any liability for indirect and/or consequential damage, including incurred loss, lost profit, missed savings, damage to reputation and missed goodwill, is excluded.

8.5 The extent of any liability of the Matrixian Group shall be limited at all times to the invoice value of the work (or the services performed) by which or in connection with which the liability was incurred. If the contract has been in effect for a longer period, this invoice value shall be no more than the amount invoiced by Matrixian Group for the contract in question during a period of one year prior to the notification referred to in Article 8.2. The invoice amount shall at all times be reduced proportionately by the period over which the agreed performance was carried out in that particular year.

8.6 The limitation of the scope of liability defined in Section 8.5 shall not apply in cases of intent or conscious recklessness on the part of employees of the Matrixian Group.

8.7 Matrixian Group cannot be held liable for late deliveries due to (Internet) connections not working.

8.8 If Matrixian Group makes (partial) use of data purchased from third parties in fulfilling the Agreement, Matrixian Group shall not be responsible for the correctness, completeness and/or quality of this data. Matrixian Group shall also not be responsible for any infringement of (intellectual) property rights in respect of this data by the said third parties.

## **9. CONFIDENTIALITY**

9.1 The Customer shall maintain confidentiality with respect to all confidential information that comes into its possession during the execution of the Agreement and shall not use such information for any purpose other than the execution of the Agreement.

9.2 This confidentiality obligation shall not apply if and insofar as there is a legal obligation to provide confidential information to a third party. In this case, however, the Customer shall inform Matrixian Group of the disclosure as soon as possible.

9.3 In the event of an infringement of the provision of Article 9.1, the Customer shall pay Matrixian Group (for each infringement) a single, immediate and non-negotiable penalty of € 50,000 (in words fifty thousand euros), and a penalty of € 5,000 (in words five thousand euros) for each day or part thereof that the infringement continues, without prejudice to the right of Matrixian Group to compensation for the loss it has suffered and will suffer.

## **10. DATA FILES MADE AVAILABLE BY MATRIXIAN GROUP.**

10.1 Unless expressly agreed otherwise, Matrixian Group shall remain the owner of the data files made available to the Customer for the performance of the Agreement.

10.2 Customer is allowed to distribute the files within the organization with the same Chamber of Commerce number. Distribution to an organization (section) with a different Chamber of Commerce number is not permitted.

10.3 The Customer may make changes to the data files referred to in Article 10.1 only with the written consent of Matrixian Group.

10.4 The Customer shall not be permitted to carry out fraudulent acts (such as sending phantom invoices) with the information supplied by Matrixian Group. In case of violation of this provision, the Customer shall pay Matrixian Group (for each violation) a single, immediate, non-negotiable penalty of € 25,000 (in words twenty-five thousand euros) per incident, without prejudice to the right of Matrixian Group to compensation for losses incurred and to be incurred. Matrixian Group shall make the fine collected available to a good cause of its choice.

## **11. INTELLECTUAL PROPERTY**

11.1 Unless expressly agreed otherwise, the intellectual property rights (including copyrights) of all products (including data and data files) made available to a Customer in the context of the Agreement shall remain with Matrixian Group and shall not be transferred to the Customer.

11.2 With regard to the products referred to in article 11.1, a Customer is granted only a personal and non-transferable right of use; this right will not (also) accrue to companies or institutions affiliated with the Customer. The Customer is not entitled to copy or otherwise reproduce the products or to make them public in any way other than in accordance with what is stipulated in the relevant Agreement. To the extent that the products consist of data or data files, these may not be "extracted" or "reused" within the meaning of the Databases Act, except to the extent necessary to achieve the agreed use of such data or data files. The foregoing restrictions are without prejudice to the rights of the Customer, arising from articles 45j and 45k of the Copyright Act 1912 (the permitted own use for backup and archive purposes).

11.3 Without the prior written consent of Matrixian Group, the Customer shall not be permitted to use logos, trademarks, trade names or other intellectual property of Matrixian Group in its communications (including advertisements and other advertising) with third parties.

11.4 If any of the provisions of Article 11.2 or 11.3 are violated, the Customer shall pay to Matrixian Group (for each violation) a single, immediate and non-negotiable penalty of € 50,000 (in words fifty thousand euros), as well as a penalty of € 5,000 (in words five thousand euros) for each day or part thereof that the violation continues, without prejudice to the right of Matrixian Group to compensation for the loss it has incurred and will incur.

## **6. RETENTION OF TITLE**

12.1 All goods supplied by Matrixian Group in execution of the contract shall remain its property until the Customer has paid in full all that he owes Matrixian Group.

12.2 If Matrixian Group invokes its retention of title, the Customer shall be obliged to cooperate fully in order to enable Matrixian Group to take possession of the goods in question.

## **7. ACCESS SECURE WEBSITES AND ACCESS SECURE NETWORK MATRIXIAN GROUP**

13.1 If Matrixian Group makes an offer that requires access to Matrixian Group-managed website(s), the following terms and conditions shall also apply to that offer and the resulting Agreement.

13.2 Access to the Matrixian Group secure website is permitted only to Customer employees authorized in advance by Customer. Authorized employees will be granted access by means of a user account and a password. The Customer will only authorize employees who, by virtue of their position, must have access to the aforementioned networks. Upon Customer's request to grant an authorized employee access, Matrixian Group will register the employee, send the user account and, through a secure procedure, the password. Upon receipt of the user account and password, the authorized employee will be granted access to the Matrixian Group website.

13.3 If Matrixian Group provides a Customer with a user account and password, the Customer undertakes not to make such data available to any third party and also to do everything reasonably possible to prevent unauthorized use of such data. If Matrixian Group suspects misuse of a user account, password or, more generally, of any website functionality offered, it shall be entitled to refuse or block access by means of the user account or password.

13.4 The Customer warrants that the Customer's equipment and systems used to access the Matrixian Group website are secure. The Customer guarantees that the equipment and systems used for access are not exposed to unnecessary risks, including virus attacks from outside.

13.5 Matrixian Group will ensure the security of the Matrixian Group website. If, in the opinion of Matrixian Group, circumstances arise which make it impossible to maintain the Matrixian Group website at the required security level, Matrixian Group shall be entitled to shut down (network) access partially or completely.

13.6 The Customer shall indemnify Matrixian Group against the consequences of loss or unauthorized use of the user accounts and passwords provided by Matrixian Group, unless these consequences are caused by an attributable failure of Matrixian Group itself.

13.7 If the Customer and Matrixian Group expressly agree that the data may be published online and/or made available online in an unprotected environment, the Customer shall be obliged to make every effort to prevent scraping, data extraction or any other method by which visitors to the website automatically retrieve data originating from Matrixian Group.

#### **14. USE OF DATA PROVIDED BY MATRIXIAN GROUP**

14.1 If the Agreement entails the provision of information by Matrixian Group to the Customer in order to enable the Customer to use that information, the following terms and conditions shall also apply to the Agreement.

14.2 The Customer shall not be permitted to use data supplied by the Matrixian Group for any purpose other than that stipulated in the Agreement. The Customer shall not be permitted to use data supplied by the Matrixian Group to create its own database or to exploit such database (or have it exploited), except insofar as this purpose entails such use. Nor shall the Customer be permitted to use the data supplied by the Matrixian Group to set up its own service or to operate it or have it operated with respect to addresses. Any addition, modification or other enrichment by the Customer of its own data with data supplied by the Matrixian Group shall be permitted only if this does not in any way impair the nature or scope of the right of use granted in respect of the data supplied by the Matrixian Group. These limitations shall not affect the right of the Customer to create its own registration on the basis of a response obtained.

14.3 Unless expressly agreed otherwise, data supplied by Matrixian Group shall be used by the Customer only once and this one-time right shall lapse after three months in the case of company data and four weeks in the case of consumer data after Matrixian Group has supplied the data in question.

14.4 If it has been agreed that the Customer may make multiple uses of data supplied by Matrixian Group (which use shall include supplementation, modification or other type of enrichment as referred to in Art. 14.2), the relevant Agreement shall, unless expressly agreed otherwise (for example in the case of ad hoc deliveries), be entered into for a period of one year.

14.5 At the end of the permitted use, the Customer shall be obliged to destroy or delete the data immediately or, if Matrixian Group so requests, to return it to Matrixian Group.

14.6 The Customer is aware that, given the origin of the data and the manner in which it is collected, Matrixian Group cannot guarantee the accuracy and completeness of the data it has provided.

14.7 If it has been agreed that the Customer may in its turn make information provided by Matrixian Group available to a third party, the Customer shall be obliged to impose the same obligations on that third party as he has on Matrixian Group under the Agreement.

14.8 If checks show that the Customer does not comply with the agreed use, this will be full proof of his attributable shortcoming, subject to evidence to the contrary on his part.



14.9 If any of the provisions of this article are violated, the Customer shall pay to Matrixian Group (for each violation) a penalty, immediate and not subject to set-off, of € 50,000.00 (in words fifty thousand euros) and a penalty of € 5,000.00 (in words five thousand euros) for each day or part thereof that the violation continues, without prejudice to the right of Matrixian Group to compensation for the loss it has suffered and will suffer.

## **15. PRIVACY**

15.1 If the Agreement entails that Matrixian Group provides the Customer with personal data (or data that can be traced to persons), the following terms shall also apply to the Agreement.

15.2 The Customer shall inform Matrixian Group prior to providing the information referred to in Article 15.1 of the purpose for which the information provided will be used.

15.3 Matrixian Group shall not be obliged to supply data to the Customer relating to persons about whom Matrixian Group knows or suspects that they object to the supply of personal data relating to them. The Customer shall refrain from using data supplied by Matrixian Group which relate to persons about whom the Customer knows or suspects that they object to the use or processing of data relating to them.

15.4 If the Customer informs a data subject pursuant to Article 15 of the General Data Protection Regulation of the origin of personal data and thereby announces that the data was provided by Matrixian Group, it shall inform Matrixian Group without delay and shall indicate at the same time what information concerning the origin was given to the data subject. The Customer shall provide this information only after it has established with certainty that the request originated from the person concerned.

15.5 The Customer shall promptly execute any request to change, block or delete personal data made available by Matrixian Group, provided that the Customer has established with certainty that the request originated from the person actually involved. The Customer shall immediately inform Matrixian Group and any third parties who are also in possession of the data in question of such requests and of the measures taken by the Customer in this respect.

15.6 The Customer shall not be permitted to take or distribute personal data provided by Matrixian Group outside the Netherlands without the prior written consent of Matrixian Group.

15.7 If the Customer provides personal data to Matrixian Group, it shall guarantee that the applicable regulations with respect to the protection of privacy - including the General Data Protection Regulation - have been complied with and that the provision to and processing by Matrixian Group is permitted under these regulations. The Customer shall also comply with these regulations with respect to the personal data supplied to it by Matrixian Group. The Customer shall indemnify Matrixian Group against claims of third parties arising as a result of non-compliance with these regulations.

15.8 The Customer shall take technical and organizational measures to protect its products and services so that third parties are not able to gain unauthorized knowledge of the data Matrixian Group has supplied or to obtain unauthorized access to them.

15.9 With respect to the use of data provided by Matrixian Group, the Customer shall observe or have observed the most recent code of conduct of the sector organization(s) to which Matrixian Group belongs. Matrixian Group shall not be required to act in conflict with this code of conduct in executing the Agreement.

## **16. PROCESSING ACTIVITIES**

16.1 If the Customer provides Matrixian Group data for processing, Matrixian Group shall perform only such work on the data as it has been expressly instructed to perform. Matrixian Group shall not be entitled to perform any other work or acts with respect to the data.

16.2 Matrixian Group shall take adequate technical and organizational measures to secure the data against loss or any form of unlawful processing. These measures, taking into account the state of the technology and costs of implementation, will ensure an appropriate level of security, given the risks involved in the processing and the nature of the personal data to be protected.

16.3 Matrixian Group shall maintain confidentiality with respect to the data of which it becomes aware in connection with the assigned processing activities. It shall ensure that its staff and third parties working for it shall observe the same confidentiality.

16.4 The Customer shall be entitled at any time to inspect the premises where the work is being performed, partly in the context of monitoring compliance with the provisions of Article 16.2, provided that the Customer has given Matrixian Group timely written notice and provided that the Customer complies with the reasonable instructions of Matrixian Group during the inspection.

16.5 The Customer shall indemnify Matrixian Group, except in the case of intent and/or gross negligence on the part of Matrixian Group, against all claims made against Matrixian Group for violation of the provisions of or under the General Data Protection Regulation.

16.6 Matrixian Group, as a processor as referred to in the General Data Protection Regulation, shall be entitled to suspend performance of the Agreement if the Customer acts in violation of the provisions under or pursuant to the General Data Protection Regulation. Matrixian Group shall not be liable for any resulting damage. The Customer shall be liable to Matrixian Group for all damages resulting from the suspension.

## 17. SUBSCRIPTIONS

17.1 All subscriptions with Matrixian Group shall be entered into for the period of one (1) year. Unless otherwise agreed, Customer shall notify Matrixian Group in writing two (2) months prior to the expiration of the subscription year that the subscription will not be renewed, otherwise the subscription will be renewed for another year.

17.2 Unless otherwise agreed, subscription fees shall be collected annually in advance. If the Customer is in default of payment, Matrixian Group will discontinue the provision of information. The invoice amount, plus statutory interest, will be offered to a collection agency. After the amount due has been received from Customer, the files will still be sent as of discontinuation.

## 18. TERMINATION

18.1 Termination or cessation of business - for whatever reason - by the Customer will never result in a refund of subscription fees.

18.2 In the event of business termination by Matrixian Group, Matrixian Group shall refund the subscription amount to Customer on a pro rata basis (ratio of number of deliveries / year of deliveries).

## 19. OTHER PROVISIONS

19.1 In the event of (provisional) suspension of payments, (application for or declaration of) bankruptcy, shutdown or liquidation of the business of the Customer, all contracts with the Customer shall be dissolved by operation of law unless the Customer informs Matrixian Group within a reasonable period of time that it desires performance of (part of) the contract(s) in question, in which case Matrixian Group shall be entitled without notice of default to

- suspend the performance of the relevant Agreement(s) until payment has been adequately secured; and/or
- suspend all of its obligations, if any, to the Customer;

This shall be without prejudice to the other rights of Matrixian Group under any contract with the Customer and without Matrixian Group being liable for any compensation.

19.2 Matrixian Group shall be permitted to transfer the rights and obligations described in the Agreement and these General Terms and Conditions to third parties.

19.3 The Customer shall not be entitled to transfer its rights and/or obligations under the Agreement to any third party, except insofar as the Agreement or these General Terms and Conditions provide otherwise or with the prior written consent of Matrixian Group.

19.4 The invalidity of any provision of these General Terms and Conditions shall not affect the validity of the remaining provisions. Should any provision of these General Terms and Conditions be invalid or of no legal effect, Matrixian Group and the Customer shall consult with each other to replace the provision in question with a legally valid provision which, as far as possible, has the same content and effect as the invalid or non-valid provision.

## **8. CONTINUOUS PROVISIONS**

Provisions which, by their nature, are intended to continue even after the expiry of the Agreement will retain their effect thereafter. These provisions include in any case those relating to confidentiality (Article 9), intellectual property rights (Article 11), disputes and applicable law (Article 21).

## **9. APPLICABLE LAW AND DISPUTES**

21.1 All Agreements are governed by Dutch law.

21.2 Disputes relating to the (performance of the) Contract and these General Terms and Conditions shall be submitted in the first instance to the competent court in the district in which Matrixian Group has its registered office.