

- 13.8. If the Customer fails to pay the invoice within the payment term, the Customer is automatically in default without any notice of default being required. The Customer owes contractual interest at a rate of 1% per month or part of a month on the amounts owed and payable to Flexous, unless the statutory interest or commercial interest is higher, in which case that statutory interest or commercial interest applies. The interest on the amount due is charged from the moment the Customer is in default until the moment of payment of the entire amount due.
- 13.9. All reasonable costs incurred by Flexous in enforcing its rights under the Agreement are payable by the Customer.

14. Contract period and termination

- 14.1. Flexous has the right without any judicial intervention to terminate all Agreements concluded between Flexous and the Customer with immediate effect, without being liable for damages and without prejudice to any of its other rights, if:
- the Customer is declared bankrupt or is granted a suspension of payment;
 - a petition in bankruptcy or a petition for a suspension of payment is filed against the Customer;
 - the Customer offers its creditors a composition;
 - the Customer ceases or is about to cease its business;
 - any circumstances that have come to Flexous' attention after conclusion of the Agreement that provide valid reason to fear that the Customer will fail to perform its obligations correctly and/or in time, and/or if in Flexous' opinion collection of current or future claims cannot be guaranteed;
 - the Customer fails to perform any of its obligations under the Agreement or on the basis of applicable law, or to do so in full or in time, after having been given thirty (30) days to cure any such default by Flexous;
 - due to a delay on the part of the Customer Flexous can no longer be required to perform the Agreement on the conditions originally agreed upon; or
 - circumstances occur of such a nature that performance of the Agreement is impossible or Flexous cannot reasonably be required to continue the Agreement on the conditions originally agreed upon.
- 14.2. On termination of the Agreement all claims that Flexous has against the Customer will be immediately due and payable and Flexous is entitled to payment for the work already performed under the Agreement and the costs incurred by it till the moment of termination.
- 14.3. If the Agreement is terminated on the basis of article 14.1, Flexous is entitled to reimbursement of the loss, including the costs, consequently incurred by it and/or damages suffered.

- 14.4. If after conclusion of the Agreement circumstances come to Flexous' attention providing Flexous valid reason to fear that the Customer will fail to perform one of its obligations under the Agreement or to do so correctly and/or in time, Flexous has the right to suspend performance of its obligations under the Agreement until payment has been made in full and/or security has been provided for all its payment obligations.

15. Liability

- 15.1. If it is established in court or otherwise that Flexous may be liable towards the Customer for loss incurred in connection to its obligations under the Agreement, that total liability is in any event limited by the following provisions:
- Flexous is in no event liable for any loss incurred because Flexous based its actions on incorrect information provided by the Customer;
 - Flexous will in any event only be liable for direct damages, Flexous is in no event liable for any indirect damages including, but not limited to loss of profit, lost income, lost turnover, lost savings, or loss caused by business interruption or other interruption;
 - Flexous' liability is in any event limited to the amount paid in the case in question by Flexous' liability insurance;
 - if for any reason whatsoever Flexous' liability insurance does not cover the case at hand, Flexous' liability, is limited to the lower of (i) an amount of EUR 25.000 or (ii): the net amount of the invoice for the Products or Services to which the event relates or, if several invoices relate to the event, the net amount of the last of that series of invoices that Flexous sent to the Customer before the date of the event; or if the event is not related to the delivery of Products or Services or if no invoice has been sent in that regard, the net amount of the most recent invoice that Flexous sent to the Customer before the date of the harmful event.
- 15.2. Any loss for which Flexous can be held liable must be reported to Flexous as soon as possible but no later than fifteen (15) days after the loss occurs, on pain of forfeiture of the right to claim the loss. This term does not apply if the Customer can prove that the loss could not be reported within the stipulated period for a valid reason.
- 15.3. Any liability claim against Flexous lapses twelve (12) months after the Customer became or could reasonably have become aware of the event.

16. Indemnification

- 16.1. The Customer is liable for any and all damages, loss, costs and expenses incurred by Flexous, the companies affiliated with it or third parties that result from or have arisen in connection with any breach in the performance of the Customer under the Agreement, irrespective of whether the loss,

damage, costs or other expenses were caused by the Customer, its employees, or any other natural person or legal entity for which the Customer is reasonably responsible.

- 16.2. The Customer fully indemnifies and will keep indemnified Flexous and its affiliated companies and hold them harmless from and against all third party claims regarding damages, loss, costs and expenses of third parties arising from or related to any breach in the performance of the Agreement by the Customer or other third parties for which the Customer is reasonably responsible.
- 16.3. If Flexous is held liable by third parties, the Customer must assist to the best of its abilities, Flexous both in proceedings in and out of court and must immediately do any and all things that may be reasonably expected of it in that case and/or requested by Flexous. The Customer will always make every effort to limit the loss or damages incurred by Flexous or any third party.
- 16.4. If the Customer fails to take adequate measures, including insurance, Flexous has the right, without any notice of default, to do so itself. All resulting costs and loss on the part of Flexous and third parties are entirely for the Customer's account and risk.

17. Intellectual property rights

- 17.1. Any Foreground IP developed by Flexous in the course of performing its obligations under the Agreement shall be owned by Flexous, unless otherwise between the Parties. Subject to Customer's fulfilment of its payment obligations under this Agreement, Flexous hereby grants the Customer a limited non-exclusive license to use the Foreground IP to manufacture, use, sell, distribute and market products in the Field of Use.
- 17.2. Each Party shall at all times be the sole and exclusive owner of any and all right, title and interest in and to its Background IP. Insofar as necessary for the performance of the obligations under the Agreement, the Customer hereby grants Flexous a non-exclusive limited license to use the Customer's Background IP during the term of the Agreement. In the event a Party makes any improvement to the Background IP of the other Party in the course of performing its obligations under the Agreement, such Background IP shall be owned by the original owner of the Background IP.
- 17.3. The delivery of Products or Deliverables by Flexous to the Customer under the Agreement expressly does not constitute a transfer of any intellectual or industrial property right by Flexous to Customer. All works that Flexous makes available to the Customer under the Agreement remain Flexous' property. The Customer may use those works only for and with regard to the performance of the Agreement, within the limits of the Agreement, and may not in any manner reproduce or publish those works, make them available to

third parties in whole or in part, or use them in any other manner without Flexous' express prior written consent.

- 17.4. The Customer is not permitted to remove or change any reference to copyrights, trademarks, trade names or other intellectual and industrial property rights regarding the Products delivered by Flexous or the related materials.

18. Confidentiality/non-disclosure

- 18.1. The Customer must observe confidentiality with regard to information provided by Flexous under the Agreement, that the Customer knows or could reasonably assume to be confidential.
- 18.2. Both during the Agreement and after its termination the Customer must treat all the information that it has received from Flexous for the performance of the Agreement as confidential and may not disclose that information to any third party, unless such disclosure is necessary for the performance of the Agreement and in that case always with Flexous' prior written consent, and may not use such information for any purposes other than the performance of that Agreement. The Customer will also impose this obligation on its employees and on any third parties that it engages in the performance of the Agreement.

19. Penalty

- 19.1. If the Customer violates the prohibitions of Article 17 (intellectual property) or Article 18 (confidentiality), it forfeits to Flexous, without any notice of default being required, for each violation a penalty payable immediately, not subject to litigation, of €50,000 (in words: fifty thousand euro's) per violation and an amount of €3,000 (in words: three thousand euro's) for each day or part of a day the Customer's violation continues, without prejudice to Flexous' right to separately claim reimbursement of loss or damages and/or performance of the Agreement.

20. Transfer of rights and obligations

- 20.1. The Customer does not have the right to sell and/or transfer its rights and/or obligations under the Agreement, including intellectual property rights, to a third party or to sublicense, encumber or pledge such rights or obligations.
- 20.2. Flexous has the right to sell and/or transfer its rights and/or obligations under the Agreement to a third party and/or to transfer its entitlement to payment of any amounts to a third party without the Customer's prior written consent.
- 20.3. Governing law and disputes
- 20.4. The Agreement, these General Conditions and any disputes or claims arising out of or in connection with the Agreement or these General Conditions are governed by the law of The Netherlands exclusively. The applicability of the Vienna Sales Convention 1980 (CISG) is expressly excluded.

20.5. Any disputes arising in relation to an Agreement (including disputes regarding the existence and validity of an Agreement) will be settled by the competent court of The Hague, the Netherlands, The Hague location, unless mandatory rules of law provide otherwise.