

## **General Terms and Conditions Rhite 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. Rhite'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 Rhite 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 Rhite has accepted them.
6. Rhite 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 Rhite, 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 Rhite's offer, even if the acceptance deviates in minor details, or when Rhite 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 Rhite's express written consent to this deviation or deviations.
4. A compiled quotation does not oblige Rhite to perform partial assignments for a proportionately lower price.
5. After acceptance of the offer by the Client, immediate withdrawal by Rhite is possible. A revocation by Rhite 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 Rhite 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.
4. The Client will at all times ensure that he only provides copies of data, documents or information to Rhite. 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 Rhite 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 Rhite 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. Rhite 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, Rhite 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, Rhite 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 Rhite 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%
3. If the actually incurred extrajudicial costs are higher than follows from the table above, the Client owes those actually incurred costs.
4. Rhite 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, Rhite 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 Rhite 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 Rhite to which changes have been made after delivery or completion by parties other than Rhite, 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 Rhite 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 Rhite expressly and in writing has promised a sufficiently determinable result.
3. Rhite 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 Rhite 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 time to the Client. The Client will pay the invoice for these costs to Rhite 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. Rhite 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 Rhite 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, Rhite will always be entitled to replace this person by one or more other persons with the same qualifications.
8. Rhite 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 Rhite if these are not directly related to the assignment.
11. If Rhite 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 Rhite by the supplier of the product.

12. If Rhite develops software, a warranty period of three months from delivery will apply, during which Rhite 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. Rhite 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. Rhite doesn't have to fix minor error immediately.
14. If Rhite 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 Rhite'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, Rhite will investigate whether this fits within the agreed assignment. Rhite may require that an additional agreement be drawn up to implement the proposed change.
3. Rhite cannot be obliged to cooperate with a request to change the agreement if, in Rhite's opinion, the expected result will no longer meet its quality requirements.
4. If a request for change leads to additional work, Rhite 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 proposed change by Rhite does not mean that Rhite is obliged to credit or not charge for this work.

#### **Article 11      Delivery time**

1. All (delivery) periods stated by Rhite have been determined to the best of its knowledge on the basis of the information known to Rhite 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 Rhite in default. Rhite 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 Rhite under the agreement, such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, are vested in Rhite 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 Rhite as a modification of the assignment.
3. In the event that the production of a report ensues from an assignment, Rhite 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 Rhite or its suppliers, belong to the Client. Rhite 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 Rhite 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 Rhite against claims from third parties and will compensate the damage Rhite suffers as a result of any claim.

#### **Article 13      Reservation of title and rights**

1. All goods developed by Rhite 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 Rhite is under a duty by virtue of law or judgment.
4. Rhite may retain the goods, products, property rights, data, documents, datafiles and (interim) results of the services of Rhite received or generated within the framework of the agreement, despite an existing obligation to deliver, until the Client has paid all amounts owed to Rhite.

#### **Article 14      Termination and dissolution of an agreement**

1. If Rhite 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 Rhite 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 Rhite. In that case, the work already performed will be charged and Rhite 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 Rhite 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 Rhite is in default with regard to those goods or services. Amounts that Rhite 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. Rhite 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 Rhite**

1. Rhite only accepts liability for direct damage suffered by the Client, which is a direct result of intent or gross negligence on the part of Rhite.
2. Rhite'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. Rhite's liability due to an attributable shortcoming in the performance of an agreement only arises if the Client has given Rhite immediate and proper notice of default in writing and a reasonable term is given to remedy the shortcoming, and Rhite continues to fail imputably in the fulfilment of its obligations even after that period.
4. Rhite 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 Rhite. Rhite can never be held responsible for recovering or recovering corrupted or lost data.
5. Rhite'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 Rhite 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 Rhite against recovery claims from the insurer.
8. Any liability on the part of Rhite 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 Rhite. This includes, among other things, strikes and roadblocks, exclusion of (employee(s) of) Rhite from the location of the Client and malfunctions in communication equipment, malfunctions in websites, and data connections.

## **Article 17      Trainings**

1. If Rhite 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.
2. Client is also referred to in this article 17 as the Participant.
3. If the training is provided at the Client's location:
  - the Client will provide the administrative processing of registrations, all necessary facilities and catering;
  - 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;
  - Costs as a result of changing or cancelling a training can be charged by Rhite.
4. If Rhite organises a training with open enrolment:
  - participation is open in order of registration;
  - Rhite will confirm the registration by email;
  - in case of refusal of admission to a training, Rhite will, stating the reason, inform the interested participant by e-mail;
  - registration can be cancelled by the Client in written at any moment but at the latest two weeks before the start of the training. If a registration is cancelled during the 14 days before the start of the training, Client shall be liable to pay for the full costs of the training unless there are justifiable reasons or force majeure;
  - where Client fails to attend all or part of a training without previous notification and justification, there will be no refunds;
  - Rhite 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;
  - after registration, participants will receive an invoice and this shall be paid to the indicated Rhite's bank account within 30 calendar days of the invoice date or five days before the training starts, whichever takes place earlier;
  - where the registration is made less than 7 calendar days away from the date of the training, payment is due immediately;
  - registration is final when payment of invoice has been received;
  - Rhite reserves the right to make the place available to another participant in the event of late receipt of payment;
  - participants shall not, except with written permission from Rhite: record the training; reproduce, scan or copy, alter, modify, translate the training materials except for the sole purpose of completing the training; commercially exploit the training materials, sublicense them to any third party, or use them for the benefit of any other persons;
  - if there are justifiable reasons, Rhite can change the content, location and starting time of the training at the latest one week prior to the training; for instance, content could be updated to

improve the training, location and starting date could be changed if there is a small number of registrations. The participants will receive a timely notification by e-mail;

- after a change has been communicated, the Client can cancel by e-mail by replying to the confirmation e-mail or the e-mail in which the change is announced;
- Rhite can cancel a training due to justifiable reasons: for instance, if the minimum number of registrations has not been reached, the trainer is sick or in event of force majeure. Rhite will communicate this without delay as soon as possible and will refund the payment received within two days after notification of the cancellation to the account number from which the payment was received. In case of not reaching the enough number of registrations, Rhite will communicate the cancellation at the latest one week prior to the trainings date.

#### **Article 18      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 19      Applicable law and disputes**

1. Dutch law applies to all legal relationships between Rhite 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. Rhite may deviate from this jurisdiction rule and apply the statutory jurisdiction rules.