

1. Application

- 1.1 These terms and conditions ("General Terms and Conditions") apply to all proposals, quotes, agreements, performance, orders, deliveries, and any other legal relationships between Teku.Tech and Customer, including the resulting deliverables and activities, regardless on the basis, verbal or written, on which they have been formed.
- 1.2 No separate, purchase, general or standard terms in Customer's acknowledgment, confirmation accepting the order or quote, invoice, specification, or similar document will form part of the contract between the parties and Customer waives any right to rely on such terms and conditions.
- 1.3 These general terms and conditions are available on and can be downloaded from www.teku.tech/General Terms&Conditions and will be sent upon first request.

2. Definitions

- 2.1 The following terms have the defined meaning as set out herein:
 - (a) **Business days:** Normal Dutch working days, excluding public holidays, from Monday to Friday and from 09:00 to 18:00.
 - (b) **Customer:** the person, organisation or company that requests or enters into an agreement with Teku.Tech for the performance of Services.
 - (c) **Deliverables:** any and all results created or generated from the Services.
 - (d) Force Majeure:
 - (e) **Industry Practice:** any common and reasonable standards in the industry under which Teku.Tech operates, which are adopted by Teku.Tech.
 - (f) **Services:** All services, including the Deliverables of those services, and the resulting activities related to those services.

3. Contracts for Services

- 3.1 Contracts for Services between Customer and Teku.Tech come into effect on the moment that Customer indicates acceptance of the quote issued by Teku.Tech.
- 3.2 Each contract for Services incorporates the terms of these General Terms and Conditions and any other relevant schedules identified in such Order.
- 3.3 After receipt of a request for Services, Teku.Tech can assess the requirements and effort required for such request, and Customer shall provide all reasonable information and cooperation for assessment of the requirements, the performance of the Services, and the creation of a proposal for Services, as requested by Teku.Tech.
- 3.4 In the event that a contract for Services explicitly sets out a budget for the provision of Services, Teku.Tech shall use reasonable efforts to perform its Services within such budget, and will provide Customer regular updates on the budget and ongoing activities, in all other scenarios, Teku.Tech is entitled to charge based on its standard rates based on actual work, activities performed and materials used.

4. Performance of Services

- 4.1 Teku.Tech undertakes that the Services will be performed with reasonable skill and care, in accordance with Industry Practice and with any documented Service specifications included in the contract.
- 4.2 Upon request, Teku.Tech may conduct a feasibility study to determine the set-up and feasibility of the Customer requirements and the Services which are to be delivered, prior to initiation of Services or as part of Services.
- 4.3 Upon request by Customer, Teku.Tech will submit to Customer for review a document detailing the arrangements and methods that Teku.Tech proposes to adopt to perform Services, including those arrangements for planning and control of costs and schedule.
- 4.4 Teku.Tech will provide Customer all documentation as specified in the Order.
5. **Customer's obligations**
- 5.1 If Customer requests Teku.Tech to undertake a feasibility study or a specific due diligence, Teku.Tech can perform such against its existing standard rates.
- 5.2 Customer will provide all reasonable cooperation, information, access to Customer personnel, other suppliers and other materials, including the Customer IT infrastructure and services, Customer data, security access information, and software interfaces to the Customer's other business applications, in order to enable Teku.Tech:
 - (a) to conduct the feasibility study and/or due diligence in connection with Customer's communicated and written requirements; and
 - (b) perform the Services.
- 5.3 The Customer shall:
 - (a) follow reasonable instructions and guidance issued by Teku.Tech in respect of the Services;
 - (b) comply with all applicable and regulations with respect to its activities under the contract for Services; and
 - (c) carry out all other Customer responsibilities set out in the contract or as requested by Teku.Tech in a professional, timely and efficient manner.
- 5.4 In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Teku.Tech may suspend the provision of the

Services and adjust any timetable or delivery schedule for Services as reasonably necessary.

6. Testing and Acceptance

- 6.1 Parties can agree and document the relevant acceptance criteria which apply to Deliverables or Services which are to be provided by Teku.Tech, without which Teku.Tech shall only test the Services and Deliverables in accordance with its customary procedures prior to delivery.
- 6.2 Once Teku.Tech has notified Customer that the Deliverables or Services are ready for acceptance testing, Customer must test those Deliverables or Services within five (5) days of such notice, and prior to any business use of such Deliverables or Services, after which the Deliverables or Services shall be deemed accepted if not non-conformity with agreed and documented specifications have been detected and notified by Customer.
- 6.3 In the event that Customer does not notify Teku.Tech in writing of any non-conformity with agreed and written specifications within the agreed five (5) day review period, or initiates the actual use of such, the Deliverable, or Service shall be deemed to meet the acceptance criteria and be deemed to be accepted by Customer.
- 6.4 In the event that Customer notifies Teku.Tech of a non-conformity issue within the testing period, then Teku.Tech shall use all reasonable efforts to rectify such and re-offer such Deliverable or Service to the Customer for acceptance.
- 6.5 Reperformance and error fixing are the sole remedy for Customer for Services or Deliverables which do not conform to the written specifications.

7. Cooperation with Other Suppliers of Customer

- 7.1 In order to ensure the smooth and effective delivery of information technology Services in a multi-vendor environment, Customer recognizes that Teku.Tech shall be dependent on the reasonable cooperation of any other suppliers appointed by members of Customer (or their suppliers), and where co-operation or assistance is required or desirable, Customer shall ensure that, and instruct, the other suppliers provide cooperation to Teku.Tech in order to enable that Customer receives smooth end-to-end Services in a multi-vendor environment.
- 7.2 The co-operation and assistance referred to herein may include any of the following (non-limitative):
 - (a) save as otherwise expressly provided in the contract, providing reasonable assistance towards achieving systems integration and interfacing;
 - (b) operating and maintaining any new software, hardware or technology reasonably required for systems integration and interfacing;
 - (c) undertaking reasonable acceptance testing and any necessary quality assurance analysis;
 - (d) providing reasonable access to resources, systems, software and materials required by Teku.Tech to enable them to provide their Services to the Customer and to deal with security and/or compliance issues, assessments and actions;
 - (e) providing Teku.Tech with all relevant information (including operating environment, system constraints and operating parameters) that they may need to provide their services to the Customer; and
 - (f) making available reasonable access to and use of their services as required to enable Teku.Tech to provide their services to the Customer.
- 7.3 For the avoidance of doubt, Teku.Tech shall have no liability or responsibility for the performance, or lack thereof, of other suppliers of Customer and Customer will indemnify Teku.Tech for any claims of such other suppliers of Customer related to the Services of Teku.Tech.

8. Security

- 8.1 Without prejudice to Customer's responsibility to apply and maintain adequate technical and organisation security measures for its Customer IT infrastructure, Teku.Tech shall provide its Services in accordance with the adequate security measures.
- 8.2 Teku.Tech shall inform the Customer without reasonable delay if it suspects or uncovers any incident and shall use all commercially reasonable endeavours to promptly mitigate such incident if within its reasonable control.

9. Privacy and processing of Personal Data

- 9.1 Teku.Tech shall solely process personal data ("Personal Data") as provided by Customer in accordance with and for the purpose of the contract for Services.
- 9.2 The Customer is deemed the "Data Controller" of such Personal Data, and Teku.Tech is deemed a "Data Processor" as defined under the General Data Protection Regulation (*Algemene Verordening Gegevensbescherming*).
- 9.3 Teku.Tech applies measures to its Services which it deems adequate in accordance with Industry Practice, however, such is without prejudice to the sole accountability and responsibility of Customer to determine if such measures are adequate in connection with any risks posed to its Personal Data.

- 9.4 Customer is responsible and confirms to Teku.Tech that Customer acts in accordance with the requirements of the General Data Protection Regulation it has all relevant entitlements to provide any Personal Data to Teku.Tech for processing, and that any processing of Personal Data undertaken by Teku.Tech in accordance with the Order is lawful and justified, and Customer is full entitled to allow Teku.Tech to process such Personal Data for the benefit of Customer.
- 9.5 Customer cannot hold Teku.Tech liable for any fines or penalties issued to Customer which are related to the processing of Personal Data by Teku.Tech in the context of the contract for Services, as issued by the relevant Data Privacy regulator or other governmental organisation.
- 9.6 In case Teku.Tech discovers a security breach with detrimental impact for Personal Data of Customer, it shall use all reasonable efforts to inform Customer as soon as possible, and provide Customer all reasonable support to remediate or manage any impact of such event, if within its reasonable control.
- 9.7 For any security incident for which Teku.Tech provides support to Customer and which is not due to an attributable shortcoming (*toerekenbare tekortkoming*) of Teku.Tech, Teku.Tech shall be entitled to charge for such support and any costs in accordance with its applicable rates.
- 9.8 Customer is solely responsible for any reporting to data subjects or relevant regulators which it is subject to.
- 10. Fees and payment**
- 10.1 The Customer shall pay the applicable fees for the Services which are set out in the contract, or if not specified, in accordance with rates as customary for Teku.Tech.
- 10.2 The Customer shall reimburse Teku.Tech for all actual, reasonable travel costs and expenses including airfares, hotels and meals incurred by Teku.Tech in performance of the Services.
- 10.3 All amounts and fees stated or referred to in this contract for Services are exclusive of value added tax (*BTW*), which shall be added to Teku.Tech's invoice(s) at the appropriate rate.
- 10.4 Customer is due to pay any invoice within thirty (30) days of the date of the invoice.
- 10.5 If the Customer fails to make any payment due to Teku.Tech by the due date for payment, then, without limiting Teku.Tech's remedies, the Customer shall pay interest on the overdue amount at the rate of four percent (4%) per month above legal interest rate for business transactions (*wettelijke rente voor handelstransacties*), which interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 11. Change Management**
- 11.1 If either party wishes to change the scope of the Services (including Customer requests for additional services), it shall submit details of the requested change to the other in writing.
- 11.2 If either party requests a change to the scope or execution of the Services, Teku.Tech shall, within a reasonable time, provide a written estimate to the Customer of:
- the likely time required to implement the change;
 - any variations to the Fees arising from the change;
 - the likely effect of the change on any agreed project plan; and
 - any other impact of the change on the terms of a contract for Services.
- 11.3 If Teku.Tech requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.
- 11.4 If the Customer requests a change to a specific Service, such change shall be agreed upon in a documented change request, setting out the additional requirements, Services and fees as proposed by Teku.Tech based on Customer request for a change.
- 11.5 If either party wishes the other party to proceed with the relevant change referred to in Article 11.3 or 11.4 Teku.Tech has no obligation to do so unless and until the parties have agreed in writing to the necessary variations to its fees, the project plan and any other relevant terms of the contract for Services to take account of the change.
- 12. Intellectual Property Rights**
- 12.1 The Customer acknowledges and agrees that, as between the parties, Teku.Tech and/or its licensors retain and own and retain all intellectual property rights in:
- any materials or works of Teku.Tech (or its licensors) which were pre-existing before the contract or which were developed and created outside or independent of the contract ("Background IP"); and
 - any Deliverables in all other materials generated or created as part of the Services and/or developed or produced in connection with this Contract for Services by Teku.Tech, its officers, employees, sub-contractors or agents, unless expressly stated and specified otherwise in the Contract for Services ("Foreground IP").
- 12.2 Teku.Tech acknowledges and agrees that the Customer owns and retains all rights, title and interest in and to the Customer data. Teku.Tech shall have no rights to access, use or modify the Customer data unless it has the prior written consent of the Customer.
- 12.3 Teku.Tech grants to the Customer non-transferable, non-exclusive, royalty-free, worldwide license, for the term of the contract and limited to the agreed purpose of the contract, to use Teku.Tech's intellectual property rights as incorporated by Teku.Tech into the Services (including Deliverables) solely in connection with the Customer's (and its permitted sub-licensees') use of the Services.
- 12.4 Customer grants to the Teku.Tech a license for the term of the contract for Services a non-transferable, non-exclusive, royalty-free, worldwide license to use Customer's intellectual property rights including Customer data and confidential information solely as necessary for Teku.Tech to provide the Services.
- 12.5 Customer indemnifies Teku.Tech from any third-party claim that use of Customer data or Customer confidential information infringes the rights of a third party.
- 13. Confidentiality**
- 13.1 The provisions of this Article 13 shall not apply to any confidential information ("Confidential Information") that:
- is or becomes generally freely available to the public (other than as a result of its disclosure by the receiving party or its representatives in breach of this Article 13);
 - was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality contract with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - was known to the receiving party before the information was disclosed to it by the disclosing party;
 - the parties agree in writing is not confidential or may be disclosed; or
 - is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 13.2 Each party shall keep the other party's Confidential Information confidential and shall not:
- use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this contract for Services ("**Permitted Purpose**"); or
 - disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Article 13.
- 13.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its representatives in violation of the terms of the contract for Services.
- 13.4 The Customer acknowledges and agrees that Teku.Tech's Confidential Information includes any designs, plans, software, business methodology, development methodology, fees, rates, terms, or other materials created by Teku.Tech in connection with the Services and agrees not to make use of any such materials for any purpose other than the Permitted Purpose.
- 13.5 A party may disclose the other party's Confidential Information to those of its representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- it informs such representatives of the confidential nature of the Confidential Information before disclosure; and
 - at all times, it is responsible for such representatives' compliance with the confidentiality obligations set out in this Article 13.
- 13.6 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (including any relevant securities exchange) or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Article 13.6, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 13.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this contract for Services are granted to the other party or to be implied from the contract for Services.
- 13.8 The provisions of this Article 13 shall continue to apply after expiry or termination of contract for Services for any reason.
- 14. Limitation of liability**
- 14.1 This Article 14 sets out the entire financial liability of Teku.Tech (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- any attributable breach (*toerekenbare tekortkoming*) under any and all contracts for Services; or
 - any unjust act or omission (*onrechtmatige daad*) arising under or in connection with any contract for Services.
- 14.2 Except as expressly provided in a contract for Services:
- the Customer assumes sole responsibility for the use or application in its business of:

- (i) any guidance or advice provided by Teku.Tech,
 - (ii) any Deliverables or results provided by Teku.Tech or obtained from the use of the Services, and
 - (iii) for any conclusions of Customer drawn from such guidance, advice, Deliverables, or results.
- (b) Teku.Tech shall have no liability for any damages caused by errors or omissions in any information, instructions, materials, third parties, Customer IT infrastructure and software, tools, designs, or scripts provided to Teku.Tech by the Customer in connection with the Services, or any actions taken by Teku.Tech at the Customer's direction; and
- (c) all promises, conditions and other terms implied by statute, custom or otherwise are, to the fullest extent permitted by law, excluded.
- 14.3 Nothing in General Terms and Conditions exclude or limits the liability of Teku.Tech for:
- (a) death or personal injury caused by Teku.Tech's management;
 - (b) gross negligence or wilful misconduct of the management of Teku.Tech; or
 - (c) any other liability which cannot lawfully be excluded or limited.
- 14.4 Subject to Article 14.3:
- (a) Teku.Tech shall not be liable whether in contract, tort (*onrechtmatige daad*), restitution or otherwise for any consequential loss (*gevolg schade*) including any loss of profits, loss of data, loss of business, depletion of goodwill or similar losses, or for any indirect loss, costs, damages, charges or expenses however arising;
 - (b) Teku.Tech's total aggregate liability in respect of claims under contract or based on a claim of an unjust act (*onrechtmatige daad*), restitution or otherwise, arising in connection with the performance or contemplated performance under these General Terms and Conditions shall be limited to:
 - (i) the fees actually paid for the Services during the twelve [12] months preceding the date on which the claim arose in connection with the Service;
 - (ii) in each case to the absolute and aggregate maximum of EURO 25.000 (twenty-five thousand); and to
 - (iii) the amount actually paid out by its professional liability insurance (*bedrijfsaansprakelijkheidverzekering*).
- 14.5 Any claim on Teku.Tech shall lapse (*vervallen*) one (1) year after the damage giving rise to the claim has arisen.
- 14.6 Any claim on Teku.Tech shall in any event lapse (*vervallen*) three (3) years after expiry or termination of a contract for Services.
- 15. Term and termination**
- 15.1 Unless terminated earlier in accordance with this Article 15, a contract for Services shall continue in force until completion or for the agreed term ("Term").
- 15.2 Contracts for Services which are provided on a subscription basis are provided for twelve (12) month Terms, and are automatically extended for 12-month Terms, unless expressly agreed otherwise in the contract.
- 15.3 Without prejudice to any other rights or remedies available to Teku.Tech, Teku.Tech may suspend or terminate, in whole or in part, in the event that Customer fails to pay any amount due under this contract for Services on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.
- 15.4 Without prejudice to any other right or remedy available to it, either party may terminate (*opzeggen*) this contract for Services with immediate effect by giving written notice to the other party if:
- (a) the other party commits an attributable failure (*toerekenbare tekortkoming*) in material sense in relation to their performance under any term of this contract for Services with detrimental impact of the other Party, and (if such failure is remediable) fails to remedy that failure within a period of 30 days after being notified in writing to do so;
 - (b) the other party breaches any of the terms of Article 13;
 - (c) the other party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is formally deemed by the courts unable to pay its debts; or
 - (d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 15.5 The party not affected by a continuing Force Majeure Event may terminate this contract for Services in accordance with Article 16.1.
- 15.6 Any provision of this contract for Services which expressly or by implication is intended to come into or continue in force on or after expiry or termination of this contract for Services shall remain in full force and effect.
- 15.7 Expiry or termination of this contract for Services for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at expiry or termination.
- 15.8 On expiry or termination of this contract for Services for any reason:
- (a) Teku.Tech shall cease provision of the Services;
- (b) (subject to Article 15.9) each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party and the Customer shall cease to use any IP address licensed to the Customer by Teku.Tech.
 - (c) if Teku.Tech receives, no later than ten days after the effective date of the expiry or termination of a contract for Services for any reason, a written request for the delivery to the Customer of the most recent backup of the Customer data and Teku.Tech had an obligation under the contract for Services to maintain and provide for a backup of Customer data, Teku.Tech shall use reasonable commercial endeavours to deliver the backup to the Customer within 30 days of its receipt of such a written request in the format stored or in a format as otherwise reasonably requested by the Customer, provided that the Customer has at that time paid all fees and charges outstanding at (and including any resulting from) expiry or termination (whether or not due at the date of expiry or termination). Once such ten-day period has expired or Teku.Tech has, at the Customer's request, delivered to the Customer the most recent backup of the Customer data (as applicable), Teku.Tech shall (subject to Article 15.9) promptly expunge from Teku.Tech's systems and otherwise destroy or dispose of all of the Customer data in its possession or control.
 - (d) The Customer shall pay all reasonable costs and expenses incurred by Teku.Tech in returning and disposing of Customer data and expunging it from Teku.Tech's systems.
- 15.9 If a party is required by any law, regulation, or government or regulatory body ("**Regulatory Requirement**") to retain any documents or materials which it would otherwise be obliged to return or destroy under Article 15.8(c), a party may be permitted to retain such documents or materials solely for compliance with the Regulatory Requirement and Article 13 shall continue to apply to any such retained documents and materials for as long as such party retains such documents or materials.
- 15.10 Teku.Tech shall be considered to have satisfied its obligation to "expunge" or "destroy" or "dispose" of any electronic data, for the purposes of Article 15.8(c), where it puts such electronic data beyond use.
- 16. Force majeure**
- 16.1 Neither party shall have any liability to the other under this contract for Services if it is prevented from, or delayed in, performing its obligations under a contract for Services, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control (*overmacht*), which expressly include strikes, lock-outs or other industrial disputes (including any industrial disputes involving the workforce of Teku.Tech), natural disasters, pandemics, war, riot, civil commotion, third party cyber-attacks, changed laws or regulations, fire, flood or storm (each a **Force Majeure Event**), provided that:
- (a) the other party is notified of such an event and its expected duration; and
 - (b) it uses all reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure Event concerned, and that if the period of delay or non-performance continues for three (3) calendar months or more, the party not affected may terminate a relevant contract for Services by giving not less than 30 days' written notice to the other party.
- 16.2 For the avoidance of doubt, any inability for Customer to pay for fees when due will not deemed a Force Majeure in any event.
- 16.3 If the Force Majeure Event results in the suspension of all or any part of the Services, then the Customer shall not be obliged to pay the relevant fees until such time as the Force Majeure Event shall have ceased to have effect and the Services recommence in accordance with this contract for Services.
- 17. Audit**
- 17.1 Teku.Tech shall, on reasonable advance written notice and at the expense of Customer, provide cooperation and information requested by Customer in respect of any audit it aims to perform.
- 17.2 For the avoidance of doubt, Teku.Tech is not obligated to provide access to its premises or internal records.
- 17.3 The Customer shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt Teku.Tech (or any of its sub-contractors) or delay the provision of any of the Services by Teku.Tech.
- 18. Waiver**
- No failure or delay by a party to exercise any right or remedy provided under General Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 19. Severance**
- 19.1 If any provision or part-provision of this General Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted,

- but that shall not affect the validity and enforceability of the rest of General Terms and Conditions.
- 19.2 If any provision or part-provision of these General Terms and Conditions are deemed deleted under Article 19.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 20. Entire agreement and variation**
- 20.1 The contract for Services including the respective General Terms and Conditions constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings between them relating to its subject matter.
- 20.2 Each party acknowledges that in entering into a contract it is not reliant on, and shall have no remedies in respect of, any statement, representation, or assurance that is not set out in the contract.
- 20.3 No variation of this contract for Services shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 21. Assignment**
- 21.1 Teku.Tech may at any time assign, transfer, mortgage, charge, sub-contract, delegate, or deal in any other manner with all or any of its rights and obligations under a contract for Services without the consent of the Customer.
- 21.2 The Customer shall not, without the prior written consent of Teku.Tech, assign, transfer, mortgage, charge, sub-contract, delegate, or deal in any other manner with any of its rights or obligations under a contract for Services.
- 22. No partnership or agency**
- 22.1 Nothing in these General Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties.
- 22.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 23. Rights and remedies**
- The rights and remedies provided under this General Terms and Conditions are intended to apply in lieu of any other express or implied rights or remedies, including those provided by applicable law.
- 24. Notices**
- 24.1 Any notice or other communication required to be given to a party under or in connection with this contract for Services shall be in writing and shall be
- (a) delivered by hand or by pre-paid post or other next Business day delivery service at its registered office; or
 - (b) sent by email to the other party's designated email address.
- 24.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the proper address];
 - (b) if sent by pre-paid first-class post or other next Business day delivery service, at [9.00 am CET] on the [second] Business day after posting [or at the time recorded by the delivery service];
 - (c) if sent by email, at [9.00 am CET] on the next Business day after transmission.
- 24.3 This Article does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this Article 24 and the General Terms and Conditions, "writing" also includes e-mail.
- 25. Dispute resolution and escalation**
- 25.1 Prior to raising a formal Dispute (as described hereunder), Parties will use reasonable efforts to resolve any issue via escalation to the account teams with the instruction to aim to resolve such issue within a reasonable period of time.
- 25.2 If a dispute arises under or in connection with this contract for Services (**Dispute**), including any Dispute arising out of any amount due to a party, then before bringing any legal proceedings or commencing any other alternative dispute resolution procedure in connection with such Dispute, a party must first give written notice (**Dispute Notice**) of the Dispute to the other party describing the Dispute and requesting that it is resolved under the dispute resolution procedure described in this Article 25.
- 25.3 If the parties are unable to resolve the Dispute within 30 days of delivery of the Dispute Notice, each party shall promptly (and in any event within five Business Days):
- (a) appoint a representative who has authority to settle the Dispute and is at a higher management level than the person with direct responsibility for the administration of a contract for Services (**Designated Representative**); and
 - (b) notify the other party of the name and contact information of its Designated Representative.
- 25.4 Acting reasonably and in good faith the Designated Representatives shall discuss and negotiate to resolve the Dispute, including agreeing the format and frequency for such discussions and negotiations, provided that all reasonable requests for relevant information relating to the Dispute made by one party to the other party shall be complied with as soon as reasonably practicable).
- 25.5 If the parties are unable to resolve the Dispute within 30 days after the appointment of both Designated Representatives, either party may proceed with any other available remedy.
- 25.6 Notwithstanding any other provision of a contract for Services, a party may seek interim or other equitable relief necessary (including an injunction) where damages would be an inadequate remedy.
- 26. Governing law and jurisdiction**
- 26.1 The General Terms and Conditions, any contract for Services, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Netherlands.
- 26.2 Each party irrevocably agrees that the courts of The Hague shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these General Terms and Conditions, contracts for Services, or its subject matter or formation (including non-contractual disputes or claims).