

# Global M B.V. General Terms and Conditions

## 1. General

1.1 In these general terms and conditions the following terms shall have the following meanings:

- Global M B.V.: the private company with limited liability **Global M B.V.**, with registered office in Amsterdam and place of business in (1077 VN) Amsterdam at Stadionkade 36, and registered in the Trade Register under number 74121464;
- The Customer: Global M B.V.'s contracting party to the Agreement as referred to in Article 2.1;
- Parties: Global M B.V. and the Customer jointly.

## 2. Definitions

In addition to the definitions set forth in the Agreement and the Appendices, the following capitalized terms in this Agreement shall always have the following meanings. These definitions apply in full to the Agreement and any other Appendices.

*Contacts:* The persons designated by the Parties who will maintain contact with each other regarding the execution of the Agreement.

*Intellectual property rights:* All intellectual property rights and related rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and neighboring rights, as well as rights to know-how, hardware, software and one-line performance.

## 3. Applicability

3.1 These general terms and conditions form part of all agreements relating to the performance of activities/provision of Service(s) by Global M B.V. and its affiliated parties, all resulting and/or related agreements between Global M B.V. and the Customer, as well as all offers and/or quotations made by Global M B.V..

3.2 The applicability of any general terms and conditions and/or purchase conditions of the Customer is hereby expressly rejected by Global M B.V..

3.3 Clauses deviating from these General Terms and Conditions will only be effective if and insofar as Global M B.V. has explicitly confirmed these clauses to the Customer in writing.

3.4 Global M B.V. has the right to unilaterally amend these general terms and conditions. Global M B.V. will post the amended general terms and conditions on the website [www.globalm.nl](http://www.globalm.nl).

3.5 If one or more provisions of these general terms and conditions and/or the Agreement is/are invalid, contrary to the law or unenforceable, or is/are annulled, this will not affect the validity of the other general terms and conditions and/or the Agreement. In consultation between the parties, the provision in question will immediately be replaced by a provision that approximates the purpose and purport of the original provision as closely as possible.

#### **4. Duration and end of the agreement**

- 4.1 The Agreement is always entered into for a definite period of time. For the duration of the Agreement, reference is made to the relevant provisions of the Agreement.
- 4.2 The parties have the right to terminate the agreement at the end of the term in writing with due observance of a notice period of three months, in which case the termination shall be effected by registered post and by e-mail to [contracts@globalm.nl](mailto:contracts@globalm.nl).
- 4.3 Parties may terminate the Agreement in whole or in part in writing with immediate effect without notice of default if the other party has been granted suspension of payment or has applied for such suspension, the other party has been declared bankrupt or a bankruptcy petition has been filed. Global M B.V. will never be obliged to refund any monies already received or to pay damages due to termination as referred to in this article.
- 4.4 In the event of dissolution, there will be no undoing of services already provided. The operation and applicability of Article 6:271 of the Dutch Civil Code is therefore excluded.
- 4.5 Termination by the Customer as described in this article may entail unavoidable work for Global M B.V.. Reasonable costs relating to this work will be charged to the Customer by Global M B.V. in accordance with the rates agreed with the Customer. Global M B.V. will provide reasonable cooperation in the transition of customer data to a possible new service provider. Regular rates will also be charged by Global M B.V. for this work.
- 4.6 At the end of the agreement, the Customer must voluntarily return all data in the broadest sense of the word (including copies thereof) and any software to Global M B.V. within 14 days after the end of the agreement.
- 4.7 The Customer is not permitted to use and/or allow the Service(s) to be used for illegal purposes or for purposes for which the Service(s) are not intended, all this in the broadest sense of the word. If Global M B.V. finds that the Service(s) are being used in this way, Global M.V. is entitled to terminate the agreement with immediate effect without being liable to pay damages to the Customer.
- 4.8 Global M B.V. is entitled to terminate on its own initiative End Users who use the Service(s) for illegal purposes or for purposes for which the Service(s) are not intended (in the broadest sense of the word) without being liable to pay any damages to the Customer and the End User. The Customer indemnifies Global M B.V. against any claims by the End User.

#### **5. Contacts**

- 5.1 The parties will each appoint one contact person or contact point who will maintain contact with each other regarding the execution of the Agreement. Parties shall always inform each other in writing in good time of who they have designated as contact person and in the event of a change in the contact persons. The Customer will also do so if there is a change of authorized representatives within the Customer's organization.
- 5.2 The contact persons can only represent and bind Parties in so far as it concerns the practical (and not legal) execution of the Agreement. They are not authorized to perform legal acts - such as, but not limited to, the amendment, termination and continuation of the Agreement and the associated Appendices, except where the contact person is authorized to represent.

## **6. Rights and obligations of the Parties**

- 6.1 Parties undertake vis-à-vis each other to inform the Contact Person of the other party upon request (by the other party) and of themselves in a timely and adequate manner about all that is important for the correct (further) execution of the Agreement and the associated Appendices and the provision of the Service(s). Parties are also obliged to obtain information from the other party of their own accord if they are aware of circumstances that are important for the correct (further) performance of the Agreement and the associated Appendices and the provision of the Service(s). This obligation to provide information does not affect the other party's obligation to provide information if such would be the case.
- 6.2 Global M B.V. makes every effort to provide the Service(s) to the best of its ability against payment. Global M B.V.'s other rights and obligations under the Agreement are further described in Global M B.V.'s applicable terms and conditions and other appendices.
- 6.3 The Customer shall provide Global M B.V. with the data and information necessary for the development and provision of the Service(s). The Customer is not entitled to give the Customer Environment and its use to third parties, with the exception of the Customer's End-users. The other rights and obligations of the Customer within the framework of this Agreement are further described in the applicable General Terms and Conditions of Global M B.V. and the other Appendices.
- 6.4 If the Customer does not provide/contribute the required information Global M B.V. is entitled to suspend its activities.
- 6.5 Under the Agreement, the Customer is entitled to grant an unlimited number of licenses for the use of the Customer Environment to End Users, on the understanding that the Customer shall owe a fee for each license granted in accordance with Appendix 3.
- 6.6 Global M B.V. periodically registers and checks the amount of End Users of the Customer.
- 6.7 During the Delivery Phase Global M B.V. will provide support to the Customer in accordance with the provisions and quality levels as included in Appendix 1 (Service Level Agreement).

## **7. Transfer of rights and obligations**

- 7.1 Parties are not permitted to transfer the rights and/or obligations arising from the Agreement to a third party and/or to allow them to be used without the prior written consent of the other party.

## **8. Data and information**

- 8.1 Global M B.V. carries out its work on the basis of the dates and orders given to it by the Customer.
- 8.2 Global M B.V. is only obliged to (further) execute the work if the Customer has provided all data and information required by Global M B.V. and/or those data and information of which the Customer can reasonably be expected to know that Global M B.V. needs this for the correct execution of the work, in a timely manner in the form and manner desired by Global M B.V.. Additional costs incurred as a result of the Customer failing to provide the necessary data and/or information, or failing to do so on time or properly, will be borne by the Customer.
- 8.3 The Customer is obliged to immediately inform Global M B.V. of any facts and circumstances that may be relevant in connection with the performance of the work. If these facts and circumstances give cause to do so, the Parties will make additional agreements about the work and the additional rates insofar as these have not already been agreed.
- 8.4 The Customer guarantees the correctness, completeness, reliability and lawfulness of the data and information provided to Global M B.V. by it or on its behalf, even if they originate from third parties or are provided by third parties on behalf of the Customer.

## **9. Execution of the order**

- 9.1 Global M B.V. will determine the way in which and by which person(s) the work will be carried out for the Customer, but will take into account the wishes expressed by the Customer as much as possible. Global M B.V. is entitled to engage third parties for the execution of its activities without the prior consent of the Customer.
- 9.2 Global M B.V. will carry out the work to the best of its ability and within reason. However, Global M B.V. cannot guarantee the achievement of any intended result.
- 9.3 Deadlines within which work must be completed are only strict deadlines if this has been explicitly agreed in writing.
- 9.4 The agreement cannot - unless it has been established that execution is permanently impossible - be dissolved by the Customer on account of exceeding a time limit, unless Global M B.V. also fails to execute the agreement, or fails to execute it in full, within one year of the expiry of an agreed delivery time, given in writing.

## 10. Prices and payment

- 10.1 Global M B.V. is entitled to change the amount of the prices and other fees annually and to charge higher prices/fees to the Customer, or at any time when there is reason to do so, for example when the Customer wishes to receive additional/extended Service(s).
- 10.2 Parties agree in the Agreement and/or associated appendices on the prices and fees and the payments for the work and costs incurred by Global M B.V.. Payment must be made without any deduction, discount or setoff to the bank account indicated on the invoice within seven days of the invoice date, failing which the Customer will be immediately in default and will owe a contractual interest of 15% on the amount due and payable.
- 10.3 All extrajudicial costs incurred by Global M B.V. in connection with the collection of a claim against the Customer are for the account of the Customer. This with a minimum of EUR 1.000,00. All costs incurred by Global M B.V. in connection with legal proceedings against the Customer are at the expense of the Customer, also insofar as these costs exceed the legal costs order, unless Global M.V. is ordered to pay the costs.
- 10.4 Global M B.V. reserves the right, if in the opinion of Global M.V. the financial position or the payment behavior of the Customer gives cause to do so, to demand full or partial payment in advance from the Customer.
- 10.5 If the Customer contests (part of) the invoice sent by Global M B.V., the Customer is not entitled to suspend its payment obligation, except to the extent that Global M B.V. has notified the Customer in writing that it considers the contestation to be justified.
- 10.6 If Global M B.V. will carry out additional work at the request of the Customer or in execution of the Agreement, the parties will agree the scope and rates of the additional work in writing prior to this work.

## 11. Intellectual property rights

- 11.1 All Intellectual Property Rights (in the broadest sense of the word) which Global M B.V. develops or uses in the execution of its activities, including advice, working methods, systems, system designs, software, hardware, computer programs, belong to Global M.V., insofar as they do not already belong to third parties.
- 11.2 The Agreement expressly does not transfer any Intellectual Property right in the broadest sense of the word from Global M B.V. and/or its affiliated entities to the Customer. All Intellectual Property Rights associated with the Service(s) remain the property of Global M B.V. and/or its affiliated entities. Insofar as the Customer would be or would become the legal holder of any intellectual property rights by and/or as a result of the Service(s) of Global M B.V. or orders given by the Customer, the Customer transfers these intellectual property rights to Global M B.V. by signing the Agreement, without Global M B.V. being obliged to pay any (damage) compensation. For the rest, reference is made to the applicable general terms and conditions.
- 11.3 The Customer obtains a non-exclusive, non-transferable right of use to Service(s) delivered or granted to the Customer during the term of the Agreement. Upon termination of the Agreement, this right of use ceases to exist by operation of law.
- 11.4 Subject to the express prior written consent of Global M B.V., the Customer is not permitted to publish, reproduce or exploit data and/or products obtained.

- 11.5 The Customer guarantees that Global M B.V. does not infringe the intellectual property rights of any third party by using the materials provided by the Customer and the materials placed in the Customer environment.
- 11.6 The Customer indemnifies Global M B.V. against claims by third parties based on or arising from the assertion that materials/materials provided by the Customer to Global M.V. and placed in the Customer environment infringe the intellectual property rights of these third parties.
- 11.7 By signing the Agreement, the Customer grants a license to the materials which the Customer itself provides to Global M B.V., through the Customer Environment or otherwise. This license enables Global M B.V. to execute the Agreement.
- 11.8 The Parties will consult with each other to determine whether they are entitled to disclose each other's name and/or logo during the term of the Agreement in such a way that third parties can understand from this that the Parties have entered into the Agreement with each other.

## **12. Secrecy**

- 12.1 Parties are obliged to maintain the confidentiality of all confidential information and shall make every effort to prevent confidential information of the other party from coming into the knowledge or possession of third parties. Information is confidential if this has been explicitly communicated by the other party or if this reasonably arises from the nature of the information. This does not apply if the designated party demonstrates that certain information is already in the public domain, other than by violation of this confidentiality obligation.
- 12.2 Global M B.V. is only entitled to use the information made available to it by the Customer as well as other data and information of which Global M B.V. became aware during the execution of the work for the purpose for which it was obtained and for the normal business operations of Global M B.V..
- 12.3 In the event of breach of this clause, the Customer will forfeit to Global M B.V. an immediately payable penalty, without further notice of default being required, of EUR 50,000.00 for each breach, increased by EUR 1,000.00 for each day that the breach continues with a maximum of EUR 1,000,000.00, without prejudice to Global M B.V.'s right to claim compensation for the full damage instead of a penalty.

## **13. Non-application**

- 13.1 The Customer shall not, without the prior written consent of Global M B.V., hire or approach employees of Global M B.V. involved in the performance of the work, whether or not on a temporary basis, directly or indirectly (at an entity affiliated with the Customer), or perform work directly or indirectly on behalf of the Customer, whether or not on a salaried basis, during the term of the agreement and for a period of twelve months after termination thereof.
- 13.2 In the event of breach of this clause, the Customer will forfeit to Global M B.V. an immediately payable penalty, without further notice of default being required, of EUR 50,000.00 for each breach, increased by EUR 1,000.00 for each day that the breach continues with a maximum of EUR 1,000,000.00, without prejudice to Global M B.V.'s right to claim compensation for the full damage instead of a penalty.

## **14. Non-compete**

- 14.1 During the term of the Agreement and for a period of 2 (two) years after the Agreement has ended for any reason whatsoever, the Customer is not permitted, either directly or indirectly (through an entity affiliated to it in any way), either inside or outside the Netherlands, to be involved in any form whatsoever in the development, sale, promotion, distribution, etc. of Service(s) similar to those offered by Global M B.V. (or its affiliated entities), either with regard to customers and/or end users of Global M B.V., or with regard to third parties.
- 14.2 In the event of breach of this clause, the Customer will forfeit to Global M B.V. an immediately payable penalty, without further notice of default being required, of EUR 50,000.00 for each breach, increased by EUR 1,000.00 for each day that the breach continues with a maximum of EUR 1,000,000.00, without prejudice to Global M B.V.'s right to claim compensation for the full damage instead of a penalty.

## **15. Personal data**

- 15.1 The Customer is responsible for the correct observance of all applicable laws and regulations in the field of personal data protection (AVG), including the provision to Global M B.V. and making available personal data relating to its personnel, customers or third parties, even if these originate from third parties or are provided by third parties on its instructions. Global M B.V. cannot be held liable in connection with non-compliance or incorrect compliance by the Customer.
- 15.2 Within the framework of the execution of its activities, Global M B.V. may process personal data relating to the Customer and/or persons associated with or working for the Customer.
- 15.3 Processing of personal data by Global M B.V. in the context of its activities takes place in accordance with applicable laws and regulations in the field of personal data protection.

## 16. Liability

- 16.1 Global M B.V. is only liable to the Customer for direct damage as a result of an attributable wrongful act or breach of contract. The liability of Global M.V. for indirect damages is excluded.
- 16.2 The Customer can only claim compensation for damage if Global M B.V. is declared in default in writing by the Customer and Global M B.V. has not proceeded to correct compliance and/or rectify the unlawful situation within the set period of time.
- 16.3 The liability of Global M B.V. is limited to compensation of up to 20% of the invoiced and paid monthly amount.
- 16.4 Global M B.V. is under no circumstances liable for:
- a. Damage suffered by the Customer or third parties as a result of the provision of incorrect or incomplete data or information by the Customer to Global M B.V. or otherwise as a result of an act or omission by the Customer;
  - b. Damage suffered by the Client or third parties as a result of an act or omission of auxiliary persons, who have been engaged at the request of or by the Client.
  - c. Indirect, business or consequential damage, loss of profit, missed savings, reduced goodwill, damage due to business stagnation, damage as a result of claims by customers of the Customer, mutilation or loss of data.
  - d. Damages suffered by the Customer or third parties as a result of incorrect understanding, mutilation or improper transmission and/or delays of any form of electronic communication between Global M B.V. and the Customer.
  - e. Damage caused to the Customer or third parties as a result of the use of products, including third party software used by Global M B.V. in the performance of its activities.
  - f. Damages incurred by the Customer or third parties as a result of non-compliance with laws and regulations in accordance with the General Data Protection Act.
- 16.5 The Customer indemnifies Global M B.V. against all claims by third parties for compensation of damage caused in any way by the activities of Global M.V. for the Customer, including claims based on the applicable privacy laws and regulations (GTC), except insofar as these claims are the result of intent or gross negligence on the part of Global M B.V.. This indemnification also includes the costs of defending these claims.



## **17. Force majeure**

- 17.1 Global M B.V. is not obliged to fulfil any obligation if it is prevented from doing so as a result of force majeure.
- 17.2 Force majeure is understood to mean any shortcoming that cannot be attributed to Global M B.V. because it is not due to its fault and is not for its account under the law, legal act or generally accepted practice. Force majeure is in any case understood to mean: failures in the connection with the software and hardware applications of Global M B.V., other failures in the internet or other telecommunication networks, virus spread, ransomware, malware, hacking, social unrest, pandemics, natural disasters, electricity failures, failures in operating systems on mobile devices - including smartphones, tablets - , changed local regulations, failure to comply with obligations of suppliers of Global M B.V. and other circumstances which are beyond the control of Global M B.V. or which are not reasonably foreseeable for it.
- 17.3 In the event that a situation of force majeure has lasted longer than ninety days, the Parties have the right to terminate the agreement in writing by registered mail with due observance of a notice period of three months, this without Global M B.V. being liable to pay any compensation.

## **18. Complaints and rights of action**

- 18.1 Contrary to article 6:89 of the Dutch Civil Code, a complaint regarding work carried out by Global M B.V. must be made known to Global M B.V. in writing and substantiated within 14 days after the execution of the work about which the Customer complains, under penalty of forfeiture of all claims.
- 18.2 Without prejudice to the provisions of the previous paragraph, the Customer's rights of action against Global M B.V. on any grounds whatsoever shall lapse 60 days after the event causing the damage and Global M B.V. shall be liable.

## **19. Validity articles agreement and general terms and conditions**

- 19.1 Provisions which, by their nature, are intended to remain in force after the termination of the Agreement shall continue to apply thereafter.
- 19.2 If one or more provisions in the Agreement or these general terms and conditions is/are invalid, contrary to the law or unenforceable, this shall not affect the validity of the remaining provisions. The parties will in good consultation negotiate a new provision to replace the invalid or unenforceable provision, which as far as possible follows the purport of the invalid or unenforceable provision.

## **20. Applicable law and dispute resolution**

- 20.1 All agreements between Global M B.V. and the Customer are governed by Dutch law.
- 20.2 All disputes arising from the Agreement between Global M B.V. and the Customer will exclusively be submitted to the competent court of the District Court in Amsterdam, the Netherlands