

Article 1. General

1.1 In these standard terms and conditions ("**Conditions**"):

- **HyGear** means HyGear B.V., a private limited company having its registered office in Arnhem, the Netherlands;
- **Customer** means each natural person or legal entity negotiating about the formation of a Contract with HyGear or concluding a Contract with HyGear on the delivery of Products;
- **Contract** means a contract between the Customer and HyGear under which HyGear supplies Products on whatever grounds;
- **Products** means items (as elements), services, models, gasses, prototypes, user rights or advice in their widest sense or a combination thereof;
- **Results** means the outcome of the Contract;
- **Writing** means in writing or electronically or both;
- **DCC** means the Dutch Civil Code;
- **Day** means a calendar day.

1.2 These Conditions apply to any offer, quotation, confirmation of an order, Contract and any related act or legal act on the part of HyGear and the Customer. In the event of contrariety between the Contract and the Conditions, the Contract prevails.

1.3 HyGear rejects explicitly the application of the Customer's standard terms and conditions, by whatever name.

1.4 If one or more stipulations or a part of a stipulation in these Conditions is void or not applicable, the effect and validity of the other stipulations remain intact.

1.5 If HyGear does not demand strict compliance with these Conditions, it does not lose, as a result, its right to demand strict compliance at a later date or in a different case.'

1.6 If one or more stipulations of the Conditions are not consistent with the type of Contract to which the Conditions are declared to apply, the other stipulations of the Conditions remain in full force.

1.7 HyGear has the right to unilaterally amend the Conditions, which amended Conditions take effect on the notified date and after the amended Conditions are sent to the Customer.

1.8 Any change in, addition to and/or extension of the contract or any provision deviating from these Conditions shall only be binding if they have been agreed between HyGear and the Customer explicitly and in Writing.

1.9 In the event of contradictions between the Contract and these Conditions, the provisions of the Contract shall prevail.

Article 2. Conclusion of a Contract

2.1 An offer, quotation, confirmation of an order and statements made by or on behalf of HyGear are only addressed to the Customer and may not be circulated; these documents form one single integral part and cannot be accepted in part; they are free from any obligation, even if they include time for acceptance, and they may be withdrawn by HyGear at any time, even after acceptance by the Customer. The information included in these documents only serves as reference and indication.

2.2 A contract is concluded:

- at the time HyGear receives an acceptance of its quotation in Writing from the Customer, unless HyGear withdraws its offer within two working days of receipt of said acceptance;

- in the absence of an acceptance in Writing, the Contract shall be deemed to have been concluded at such time as HyGear starts to execute it. In that case HyGear's invoice shall be deemed to constitute the relevant Customer's order and an accurate record of the Contract between Customer and HyGear.

2.3 The application of articles 6:227b, 7: 404 (2) and 7:408 (1) and (2) of the DCC shall be precluded.

2.4 In the event that a Customer does not accept an offer or consent to a quotation issued by HyGear, the latter may charge the Customer for the costs involved. HyGear shall only avail itself of this opportunity provided that it can show that it has had to incur expenses for the purposes of issuing such offer and/or quotation. Should HyGear avail itself of this opportunity, it shall notify the relevant Customer of this when issuing such offer or quotation.

2.5 A Customer shall not be permitted to cancel all or part of the Contract with HyGear. Should a Customer nevertheless proceed with full or partial cancellation, HyGear shall remain entitled to charge the Customer for the entire amount involved in the relevant Contract and HyGear shall remain entitled to recover any loss suffered as a result of such cancellation from the Customer.

2.6 When entering into a Contract HyGear shall not under any circumstances be bound by any prices, discounts, margins and/or conditions previously agreed with the relevant Customer in the past which derogate from these Conditions.

Article 3. Execution of the Contract

3.1 HyGear shall carry out the Contract to the best of its ability. Further obligations exist only if these have been expressly agreed upon in Writing.

3.2 In order to enable HyGear to execute a Contract properly the relevant Customer shall be required to ensure the timely and accurate supply to HyGear of all of the items, data and information which may be required or useful to ensure the proper execution of that Contract. A Customer shall warrant that any data and information which they supply to HyGear are accurate, complete and reliable.

3.3 HyGear shall endeavor to abide by any deadline (for delivery or otherwise) which it has mentioned or has agreed to with a Customer but under no circumstances may it be deemed to constitute a final deadline within the meaning of article 6:83a DCC. Should it fail to meet such a deadline, HyGear shall notify the relevant Customer of a new delivery time or deadline for the execution of the Contract concerned where possible. In the event of a failure to meet a delivery deadline, the relevant Customer shall not be entitled to compensation or cancellation except in the case of a willful act or omission, or gross negligence on the part of HyGear.

3.4 If HyGear and the Customer agree about changes in, additions to and/or extensions of the Contract, there shall be new consultations about the consequences for the price, the quantity, the date of completion etc.

3.5 In the event that HyGear requires any data and/or information which a Customer needs to provide or of which the Customer ought reasonably to know that it is necessary, a term of delivery of which notice has been given shall never commence before the Day on which HyGear has all of the requisite data and/or ancillary materials in its possession, the relevant Customer has fulfilled their obligations towards HyGear or the deadline for delivery is extended in accordance with the foregoing.

- 3.6 If the Contract (also) includes examinations of samples, the Customer shall be responsible for the selection, representativeness, designation of codes, brands and product names and for providing HyGear with the samples to be examined.
- 3.7 If a Customer fails to procure a Product or to do so punctually, it shall be in default in the absence of any notice of default. In that case HyGear shall be entitled to store the relevant product at the Customer's risk and expense. The Customer shall remain liable for any amount payable pursuant to the relevant Contract plus any interest and expenditure (by way of compensation).
- 3.8 At the request of HyGear the Customer shall make available to HyGear free of charge facilities such as auxiliary staff and equipment required for carrying out the work under the Contract at the premises and/or on installations of the Customer.
- 3.9 If the work by the Customer and/or his staff is performed in buildings and/or on land of HyGear they shall observe the (in-house) rules concerned and the directions issued by or on behalf of HyGear.
- 3.10 Any transport of Products arranged by HyGear shall always occur at the relevant Customer's risk and expense.
- 3.11 If the work to be carried under the Contract is delayed or extended, HyGear shall have the right to charge additional costs, if the delay or extension is beyond the control of HyGear

Article 4. Prices and rates

- 4.1 The Contract will be carried out by HyGear:
 - a.) for an amount based on actual hours charged at standard HyGear rates, without prior cost estimates (cost-plus price); and/or
 - b.) based on a cost estimate without engagement (approximate estimate), the final amount payable by the Customer being based on actual hours charged at standard HyGear rates; and/or
 - c.) for a fixed amount agreed in advance (contract price).If not otherwise agreed, HyGear shall invoice the Customer based on actual hours as stated under a.
- 4.2 All prices offered by HyGear and agreed to with the latter shall be stated in euros exclusive of VAT. Any other expenses (including salary costs on account of hours traveled, hotel- and travel expenses, costs relating to the use of special installations, costs relating to any work done or services provided by third parties and any tax, levy, or exercise, import or other duty payable pursuant to the law shall not be included in any price and shall be borne by the relevant Customer. Furthermore, a Customer shall bear any foreign exchange risk where payment is made in a foreign currency.
- 4.3 All the prices cited by HyGear are subject to typing and calculation errors.
- 4.4 HyGear shall be entitled to change its prices and rates during the term of a Contract due to changes in salary costs. In addition, the prices and rates may be adjusted -without any reason- once a calendar year. If the increase in prices and/or rates exceeds 10 % a year, in such a case the Customer concerned shall be entitled to cancel the Contract within fourteen (14) days after HyGear has notified the Customer in Writing of such a price rise.
- 4.5 If a fixed amount as stated in Article 4.1 under c. is agreed, costs which at the time the contract was concluded could not reasonably be foreseen may be charged separately to a maximum of 15 % of the agreed fixed amount.

Article 5. Payment

- 5.1. HyGear shall send a Customer an invoice for any amount payable by the latter.
- 5.2. HyGear shall be entitled to issue invoices periodically every month. Furthermore if a Contract is separable, HyGear shall be entitled to declare one or more contractual conditions applicable to a part of the Contract as if it were a separate Contract.
- 5.3. The deadline for payment of any invoice shall be thirty (30) days after the relevant invoice date. All deadlines for payment shall be material within the meaning of article 6:83(a) of the DCC. This means that a Customer shall immediately be in default without the need for prior notice of default, should they fail to meet a deadline for payment.
- 5.4. A Customer shall be required to pay an amount for which HyGear has issued an invoice in the absence of any withholding, discount and/or setoff and shall not be entitled to suspend its financial obligations.
- 5.5. In the event of a failure to meet the deadline for payment stipulated in Article 5.3 of these Conditions, any discount granted to the relevant Customer shall cease to apply, HyGear shall be entitled to charge the legally stipulated commercial interest rate plus two percent (2%) without prior notice of default as provided for in article 6:119a of the DCC, and HyGear shall be entitled to all judicial and extrajudicial expenses which need to be incurred in order to collect payment for any invoice. The extrajudicial expenses to which HyGear is entitled shall be set at fifteen per cent (15%) of the value of the outstanding amount subject to a minimum of €50.00 (fifty euros). In the event that any extrajudicial expenses which HyGear has incurred actually amount to more than fifteen per cent (15%) of the value of the outstanding amount, HyGear shall be entitled to charge the relevant Customer for the extrajudicial debt collection costs which have actually been incurred.
- 5.6. Payments made by the Customer shall always be used first to pay all interest and expenses due and secondly to pay the longest outstanding invoices, even if the Customer indicates that the payment relates to a later invoice.
- 5.7. Any complaint concerning an invoice must be submitted to HyGear in Writing within fourteen (14) Days after the relevant invoice date. After that period a complaint concerning an invoice shall no longer be considered and the relevant Customer shall be deemed to have exhausted their right to file a claim. A complaint concerning an invoice shall not affect the relevant Customer's duty to pay the invoice concerned.
- 5.8. Apart from the power to effect setoff as provided for in law, HyGear shall be entitled to set off its claims against and debts payable to a Customer against an amount which the latter owes HyGear on any grounds whatsoever or which it may owe at any point in time.

Article 6. Payments in advance and the tendering of security

- 6.1 HyGear shall always be entitled to require payment in advance from a Customer or some form of security, which may include but shall not be confined to a pledge or bank guarantee. In the event that HyGear requires security in the form of a pledge (non-possessory or otherwise), the relevant Customer shall undertake to sign a deed effecting such pledge.
- 6.2 In the event that HyGear does not obtain any payment or security which it requires, it shall be entitled to suspend its obligations and, should the Customer concerned also be in default after receiving a letter of demand, to cancel that part of the Contract which has not yet been executed by means of a Written declaration and to seek compensation from the Customer.

Article 7. Complaint and guarantee

- 7.1 A complaint as regards a visible defect (quantitative or qualitative) must be made, by registered letter stating the details, without delay after the detection of the defect but not later than eight (8) days after delivery of the Product at the risk of forfeiture. A complaint as regards an invisible defect must be made, by registered letter stating the details, without delay after the detection of the defect but not later than eight (8) days after the discovery of the defect at the risk of forfeiture.
- 7.2 Legal proceedings must be brought within a period of one (1) year after a timely complaint is made at the risk of forfeiture.
- 7.3 Notwithstanding the other restrictions included in these Conditions, HyGear guarantees for a period of one (1) year after delivery that the Products it has delivered are sound, that the quality of the used or supplied materials is sound, on condition that the choice of the materials were determined by HyGear; if the Product was made by a third party, the HyGear's guarantee is limited to the guarantee issued by the third party to HyGear. No guarantee is granted for prototypes.
- 7.4 Not covered by the guarantee are, in any event, the Products that are not new at the time of delivery and defects arising as a result of incorrect or incomplete information provided by the Customer, changes made to the Products by a third party, the processing of the Products, the incorrect operation, incorrect aftercare or improper or non-standard use of the Products, incorrect storage, wear and tear and carelessness, modifications, adjustments and additions made to the Products by another party than HyGear prior to or after the Contract, an accident and any other event not involving the Products.
- 7.5 HyGear cannot be held liable for any defect caused by incorrect use of the Products or by acts, including in any event adjustments, modifications, assembly, repairs and transport of the Products, not carried out by HyGear. HyGear cannot be held liable either for any defects ensuing from an accident that cannot be attributed to HyGear.
- 7.6 The Customer will only have the right of complaint, replacement, compensation for loss or damage or any other right if there is a material deviation from the drawings, advices, sketches, models, materials specifications, models and so forth that are in Writing.
- 7.7 On condition that the complaint is made with good reason and in accordance with the stipulations of this

clause, HyGear may choose to either replace the Products against no cost in return of the Products that turned out to be defective or to repair the Products concerned against no cost. HyGear reserves the right to deliver similar Products and to make use of new or used parts. HyGear has fully discharged its guarantee obligations if it has provided one of the services referred to above.

- 7.8 If a complaint is not made for a good reason, the costs involved are at the expense of the Customer.

Article 8. Liability

- 8.1 HyGear shall not be liable for any loss suffered by the Customer or any third party unless such loss is directly due to a deliberate act or omission and/or willful recklessness on the part of managers or executive staff of HyGear.
- 8.2 Notwithstanding the stipulation of the preceding subclause, the liability on the part of HyGear with respect to the Customer is always limited to the amount to be paid out under the liability insurance policies of HyGear. If for whatever reason the insurer does not proceed with payment, the liability on the part of HyGear is limited to invoice amount related to that part of the Contract from which the liability arises. In the case of longer-lasting contracts the liability shall be limited to the amount payable for the last six months of the Contract concerned. In case it concerns the liability for goods delivered by HyGear, HyGear is not liable for any collateral damage. Liability is in that case limited to the periods as specified in 6.6 and can decide to repair the goods or supply a new version of the goods sold, whatever HyGear deems appropriate.
- 8.3 HyGear is not liable in any event for any indirect loss, such as consequential loss, loss to delay, loss of profits or loss of turnover.
- 8.4 The Customer indemnifies HyGear against any third party claims that may be directly or indirectly related to the Products or the use of the Products. within this context "third parties" are also understood to mean staff employed by the Customer and any other persons used by the Customer.
- 8.5 Not covered by the guarantee are, in any event, the Products that are not new at the time of delivery and defects arising as a result of incorrect information provided by the Customer, changes made to the Products by a third party, the processing of the Products, the incorrect operation, incorrect aftercare or incorrect maintenance of the Products, including no aftercare or no maintenance and including the materials, improper or non-standard use of the Products, incorrect storage, wear and tear and carelessness, overloading of the Products, parts, modifications, adjustments and additions made to the Products by another party than HyGear prior to or after the Contract, an accident and any other event not involving the Products.

Article 9. Retention of title

- 9.1 Ownership of any Products shall only pass to a Customer, as soon as the latter has fulfilled all of its financial obligations pursuant to the Contract which serves as the grounds for their supply or any other Contract.
- 9.2 As long as HyGear owns such Products, a Customer may not sell (or resell) them, rent them out, allow them to be used, or pledge or otherwise encumber them other than in the normal conduct of its business.
- 9.3 In the event that a Customer fails to comply with its financial or other obligations, HyGear shall be entitled to repossess the relevant Products immediately without prior notice of default.
- 9.4 A Customer shall have a duty to exercise the requisite level of due care for the purposes of storing any Products which have been supplied subject to retention of title as the HyGear's recognizable property.
- 9.5 In so far as retention of title to any Products supplied by HyGear is extinguished due to specification, accession or otherwise, the latter shall retain entitlement to any newly created asset being encumbered with a non-possessory pledge in favor of it. A Customer shall be required to render every assistance for the purposes of encumbering it with such a non-possessory pledge when first requested to do so by HyGear.
- 9.6 If and for as long HyGear is the owner of the Products, the Customer immediately notifies HyGear when the Products or a part of the Products is seized or is in danger of being seized or when a claim is made to these Products or part of the Products. The Customer must also point out to the third party the rights of HyGear, including its right of ownership.
- 9.7 The Customer is obliged to insure and to keep insured the Products delivered to the Customer under retention of title against loss, damage and theft and to allow inspection of the policy documents at the immediate demand of HyGear.

Article 10. Force majeure

- 10.1 In the event that HyGear is prevented from executing all or part of a Contract, the deadline by when it may comply with its obligations shall be extended. Furthermore, in the case of *force majeure* HyGear shall be entitled to suspend the execution of a Contract or, acting at its own discretion, to treat the relevant Contract as having been fully or partly rescinded in the absence of any judicial intervention. In the event that HyGear exercises its right to suspension or rescission, it shall inform the relevant Customer of this but shall not have a duty to pay compensation.
- 10.2 Where HyGear has partly complied with its obligations before relying on suspension or rescission (due to *force majeure*), it shall be entitled to issue an invoice for a proportionate amount and the relevant Customer shall have a duty to pay that invoice in accordance with the provisions of Article 5.
- 10.3 *Force majeure* is deemed to refer to the following, amongst other things but not confined to them:
- i) a malfunction of internet and/or telecommunications facilities;
 - ii) a strike, fire, breakdown of machinery or any other disruption of business affecting HyGear or any Other Party on whom HyGear depends for the purposes of executing a Contract;

- iii) a disruption of transport, travel restrictions or any other occurrence beyond HyGear's control, such as war, a natural or nuclear disaster, a national emergency, terrorism (or acts of terrorism) and its consequences, a blockade, insurrection, economic disruption, an epidemic, pandemic, health risks and their consequences;
 - iv) a delay or non-compliance on the part of some other party whom HyGear depends on for the purposes of executing the relevant Contract; or
 - v) government measures.
- 10.4 HyGear shall also have the right to refer to *force majeure* if the circumstance which prevents (further) fulfillment occurs after HyGear should have fulfilled its obligation.

Article 11. Confidentiality

- 11.1 During the duration of the Contract and two (2) years thereafter a Customer and its staff (whether on temporary assignment or otherwise), as well as any business that they engage and its personnel (whether on temporary assignment or otherwise) shall have a duty not to disclose any information which the Customer knows or may reasonably be expected to know is confidential and to use it solely for the purposes of executing the relevant Contract.
- 11.2 In any case the Customer without the prior permission of HyGear in Writing, the Customer is not entitled with respect to documents of HyGear such as reports, advice, designs, sketches, drawings, models (i) to publish or allow other parties access to these documents, (ii) to use these documents (or have them used) for filing claims, legal proceedings or advertising purposes and (iii) to use the name of HyGear in any connection whatsoever in publishing a part or parts of a document prepared by HyGear.
- 11.3 The provisions of article 11.2 (i) and (iii) do not apply to approval testing and inspection reports. These reports may be published, but only as a whole without any addition or deletion. Any deviations from the Conditions or the publication in a language other than Dutch require the prior permission of HyGear in Writing.
- 11.4 During the duration of the Contract and two (2) years thereafter a Customer shall not disclose or replicate any of the information referred to in this article except after receiving consent in Writing from HyGear.
- 11.5 In the event that a Customer is required to disclose data or documentation to any other party for the purposes of executing a Contract, it shall have a duty to impose a duty of non-disclosure identical to that set out in this article on such other party after receiving consent in Writing from HyGear for this purpose.
- 11.6 In the event that a Customer breaches one (1) or more provisions of this article, it shall forfeit a penalty amounting to EUR 10,000.00 in the case of each breach, which shall become payable immediately in the absence of any further notice of default and subject to HyGear's entitlement to seek full compensation.

Article 12. Results

- 12.1 Within the framework of conducting his own business the Customer is fully entitled and free to use the Results provided by HyGear to the Customer.
- 12.2 HyGear shall be entitled to use the Results obtained under the Contract for its business operations or for the benefit of third parties or have them used.
- 12.3 HyGear shall store any goods, such as samples provided to HyGear within the context of the order or any remainder thereof, for a period of two weeks after the date on which the Customer was informed of all the Results, unless this is reasonably impossible or another arrangement was made at the time the Contract was concluded. Any storage costs shall be deemed to be included in the quotation price. If within this period the Customer has not made arrangement for returning the goods concerned, HyGear shall be free to scrap the goods or to take other appropriate measures for the goods at its own discretion. Any costs involved therein and any storage costs for a period longer than the above-mentioned two-week period shall be borne by the Customer.

Article 13. Intellectual property right

- 13.1 All intellectual property rights to Products, documentations and any website (and its content) belonging to HyGear shall be vested solely in the latter and/or any other party. A Customer shall acknowledge such rights and warrant that they will refrain from any infringement thereof. In the event that HyGear develops any Product and/or documentation at a Customer's behest, the intellectual property rights to same shall be vested in HyGear.
- 13.2 A Customer shall obtain an irrevocable non-exclusive, non-transferable (both contractual and under property law) license to the aforementioned intellectual property rights solely for the term of the relevant Contract, only for those purposes which follow from that Contract, and subject to the condition that the Customer complies with their obligations pursuant to the Contract and these Conditions. A Customer cannot and may not sublicense such right of use (to any other party), unless agreed otherwise in Writing.
- 13.3 A Customer may not replicate, publicize or disclose to a third party any Products or documents supplied by HyGear without the latter's prior consent other than as permitted pursuant to the use thereof envisaged in the relevant Contract.
- 13.4 HyGear shall indemnify a Customer against any claim to a Product which it has supplied and/or provided in relation to any claim made pursuant to the infringement of intellectual property rights which are valid in the Netherlands, provided that the Customer (a) immediately notifies HyGear of the existence and nature of the relevant legal claim, and (b) allows HyGear to deal with the matter in its entirety, including entering into an amicable settlement. The relevant Customer shall provide every assistance in this respect with regard to the formalities required and, where necessary, shall allow HyGear to mount a defense against such legal claim in the Customer's name. This duty of indemnification shall cease to apply where the infringement is related to any modification which the relevant Customer has made to the Product in question or has arranged for this to be done, and

also in the event that the Customer breaches these Conditions.

- 13.5 Should it be irrevocably established in law that any HyGear Product infringes an intellectual property right held by some other person or in the event that HyGear is of the opinion that there is a good chance that an infringement has occurred, where possible, HyGear shall ensure that the relevant Customer may continue to use the Product supplied for example, by modifying any infringing part or by acquiring a license for the Customer. In the event that HyGear is of the opinion to the exclusion of anyone else that it is unable to ensure that a Customer may continue to use a consignment or can only do so subject to unreasonably onerous conditions (financial or otherwise), HyGear shall take back the consignment and provide credit for the cost of acquisition less any usage fee. HyGear shall refrain from making a decision in this respect until after it has consulted the relevant Customer. Any other form or extension of liability or duty to provide indemnification on the part of HyGear on the grounds of an infringement of intellectual property rights held by some other party shall be precluded.

Article 14. Assignment of rights and duties

- 14.1 If HyGear considers it desirable for the proper or timely execution of the Contract, HyGear shall be entitled to assign its rights and duties pursuant to the Contract to or more other parties or to staff employed by one of more other parties. A Customer shall consent to such assignment (of a contract) in advance. All the provisions relating to the exclusion and limitation of liability of HyGear and the indemnification of HyGear by the Customer against claims of any third party also apply to all these third parties, their bodies and staff.
- 14.2 A Customer shall not be permitted to assign one (1) or more of their rights and/or duties pursuant to the relevant Contract to some other party in full or in part without HyGear's prior consent in Writing.
- 14.3 A Customer shall not outsource all or part of the fulfilment of their obligations pursuant to a Contract to any other party without HyGear's prior Written consent.
- 14.4 A Customer shall remain liable pursuant to any Contract which they have concluded with HyGear under all circumstances.

Article 15. Suspension and termination

15.1 In the event that a Customer fails to comply with any obligation arising for them pursuant to a Contract or these Conditions or to do so properly or on time, or in the event that HyGear may reasonably expect the Customer to fail to comply with any of their obligations towards it, HyGear shall be entitled to suspend the further execution of the Contract concerned by means of a notice in Writing to this effect without having a duty to provide any compensation but subject to any other rights that it has. In such a case any claim which HyGear has against the relevant Customer shall fall due in its entirety with immediate effect.

15.2 In the event that:

- the Customer is declared bankrupt;
- the Customer is admitted to a legally stipulated debt rescheduling procedure for natural persons;
- the Customer themselves files for bankruptcy or applies for a moratorium on payments or admission to a legally stipulated debt rescheduling procedure for natural persons;
- the Customer proceeds to surrender their assets;
- the assets (or part thereof) of a Customer are attached;
- the Customer is placed in the care of a guardian;
- the Customer loses the power of disposal over their assets or part thereof in some other way;
- the Customer proceeds to shut down or transfer their business or part of it, which is deemed to include the contribution of part of their business to a company which is to be established or which already exists;
- the Customer proceeds to amend the objects of their business;
- the Customer dies;
- a force majeure situation on the part of HyGear continues for longer than one (1) month;
- the Customer fails to comply with any obligation which they have pursuant to a Contract or these Conditions.

HyGear shall be entitled to cancel all or part of the Contract with immediate effect and without any further notice of default or judicial intervention by means of a notice in Writing to this effect subject to any other rights it may have.

15.3 The Customer shall compensate HyGear for all the costs and loss or damage arising out of the termination or interruption of a contract by the Customer, without prejudice to the right of HyGear to take legal action.

Article 16. Processing of personal data

16.1 HyGear may process the personal data of a Customer (or their staff) for the purposes of executing a Contract and maintaining its administrative records.

16.2 HyGear shall process such personal data of a Customer (or their staff) in accordance with the applicable privacy legislation. In this respect, HyGear shall adopt appropriate technical and organizational measures to secure the processing of personal data. HyGear may avail itself of the storage or other services provided by other parties for the purposes of executing the Contract. A Customer

shall be deemed to have consented to this in advance. In so far as HyGear allows some other party or parties to process personal data, it shall enter into an appropriate data processing agreement with such other party or parties.

16.3 Where HyGear processes personal data at a Customer's behest for the purposes of executing a Contract (for example, that of the Customer's customers), the parties agree that the Customer must be deemed to be the controller in this respect and HyGear the processor. Should such a situation occur, the parties shall enter into a data processing agreement for that purpose. A Customer shall warrant HyGear that the nature, use and/or processing of data will occur in accordance with the applicable legislation and regulations, will not be unlawful, and will not infringe any right of some other party. A Customer shall indemnify HyGear against any legal claim filed by some other party or parties on any grounds whatsoever in connection with such processing of personal data.

Article 17. Disputes, Proper law

17.1 Every Contract between a Customer and HyGear, and these Conditions (including this article 17.1) shall be solely governed by and construed in accordance with the laws of the Netherlands.

17.2 Any dispute which arises pursuant to a Contract which a Customer and HyGear have concluded with each other and of these Conditions shall be settled by the competent court in Gelderland (Arnhem) in het Netherlands, to the exclusion of any other.