

# General Terms and Conditions

*These are the general terms and conditions of Bitfactory B.V.. These general terms and conditions are based on the model general terms and conditions of the DDA.*

## 1. Definitions

1. Capitalised terms used in these Bitfactory Conditions, whether in the singular or the plural, are defined as follows:

**Annex:** *Appendix to the Bitfactory Conditions containing specific provisions regarding the Service to be provided;*

**Service:** *The services to be provided by Bitfactory to the Client under the Agreement, including, if applicable, results of services;*

**DDA:** *Dutch Digital Agencies, the sector association and knowledge organisation of internet agencies in the Netherlands, of which Bitfactory is a member;*

**Bitfactory Conditions:** *These terms and conditions of Bitfactory, including all applicable Annexes;*

**IP Rights:** *All intellectual property and associated rights, such as but not limited to copyrights, trademark rights, patent rights, design rights, trade name rights, rights to domain names, database rights and related rights, as well as rights to know-how and any performance on a par with such rights;*

**Client:** *the natural or legal person who has concluded or will conclude an Agreement with Bitfactory.*

**Group:** *This refers to all parent, subsidiary, and sister companies of Bitfactory.*

**Agreement:** *The entire agreement between Bitfactory and the Client regarding the Service provision, including Bitfactory's offer or quotation, these Bitfactory Conditions, any service level agreement and/or data processing agreement entered into between the Parties and any other documents setting out arrangements about the Services to be provided;*

**Parties:** *Bitfactory, registered with the Chamber of Commerce as Bitfactory under number 24493626, located at Goudsesingel 164, 3011 KD Rotterdam, The Netherlands; and the Client;*

**Personal Data:** *Any information relating to an identified or identifiable natural person, as referred to in Article 4.1 of the General Data Protection Regulation.*

**Conditions:** *These general terms and conditions of Bitfactory, including all applicable Annexes.*

## 2. General

1. These Bitfactory Conditions apply to and form an integral part of all agreements, offers and quotations from Bitfactory, and any other related legal relationships between Bitfactory and the Client or its legal successor. In addition to these Bitfactory Conditions, the specific Annex(es) of the Bitfactory Conditions agreed between Bitfactory and the Client also apply. If any part of these Conditions is contradictory or incompatible with the provisions agreed between Bitfactory and the Client in the Annex, the provisions of the relevant Annex(es) shall prevail.
2. Where these Bitfactory Conditions state that an action must be in writing, this will also be understood to mean by email.
3. Derogations from the Bitfactory Conditions is only valid if expressly agreed upon in writing by Bitfactory and the Client, and applies only to the specific agreement for which they have been agreed upon.
4. The Bitfactory Conditions always take precedence over any purchasing or other conditions used by the Client.
5. If these Bitfactory Conditions have already applied to a legal relationship between Bitfactory and the Client, the Client will be deemed to have agreed in advance to the applicability of these Bitfactory Conditions to Agreements concluded and to be concluded thereafter.
6. If and insofar as any provision of these Bitfactory Conditions is declared null and void or is annulled, the other provisions of these Bitfactory Conditions will remain in full force and effect. In that case, the Parties will consult on a new provision to replace the void/annulled provision, observing the purport of the void/annulled provision as closely as possible.
7. In the event of any inconsistency between provisions of an Agreement and the Bitfactory Conditions, the provisions of the Agreement shall prevail. In the event of any inconsistency between the Bitfactory Conditions and a specific Annex, the provisions of the specific Annex(es) shall prevail.
8. Electronic communications between the Parties will be deemed to have been received on the day of transmission, unless evidence to the contrary is provided.
9. Subcontracting is permitted without consultation between the subsidiary and sister companies within the group.

## 3. Quotations and conclusion of an Agreement

1. Quotations and other offers made by Bitfactory are without obligation and Bitfactory may revoke them within a reasonable period after they have been accepted.
2. A quotation or offer ceases to have effect four (4) weeks after the date stated on it unless otherwise indicated in writing.

3. The Client guarantees the accuracy and completeness of the data provided by or on behalf of the Client to Bitfactory and on which Bitfactory base its offer. If this information proves to be incorrect or incomplete, Bitfactory has the right to change, terminate or rescind the offer or the Agreement already concluded.
4. An Agreement is concluded upon the Client's acceptance, in writing or otherwise, of an unmodified valid quotation and/or offer from Bitfactory. If an Agreement is accepted verbally, Bitfactory may demand written confirmation before starting to perform it.
5. Orders placed by the Client are irrevocable.
6. Bitfactory is at all times authorized to terminate negotiations without stating reasons and without being liable for any resulting damages or obligated to continue negotiations.

## 4. Performance of the Agreement and delivery

1. Bitfactory will perform the Agreement to the best of its knowledge and abilities in accordance with the standards of good workmanship and on the basis of the current state of the art. The nature of the Agreement to be concluded between Bitfactory and the Client is that of a best efforts obligation, unless and insofar as Bitfactory has explicitly committed to a result in the written Agreement and that result is furthermore sufficient specified in the Agreement. Service level arrangements, if any, will always be agreed in writing in a separate service level agreement.
2. In the Agreement, the Parties will determine the delivery periods and dates as well as the place and manner in which the Services are to be delivered and/or completed. The time taken to complete an order depends on various factors and circumstances, such as the availability and quality of the data and information provided by the Client, as well as the cooperation of the Client and of relevant third parties. Accordingly, such times to completion are not strict deadlines unless the Parties explicitly agree otherwise in writing. If any delivery or other period is or is at risk of being exceeded, the Parties will consult with each other as soon as possible in order to take appropriate measures.
3. If it has been agreed that the Agreement will be performed in phases, Bitfactory may postpone providing the Services corresponding to a subsequent phase until the Client has given its written approval of the results of the preceding phase.
4. Bitfactory is not obliged to adhere to instructions that alter or supplement the content or scope of the agreed Services; if it does adhere to such instructions, the work involved will be paid for in accordance with Article 8 of these Bitfactory Conditions.
5. Bitfactory is authorized to have the Agreement performed in whole or in part by third parties or engage third parties in the execution of the Agreement.
6. The risk of loss, theft, of embezzlement of or damage to items, products, information/data, documents or programs created or used in performing the Agreement passes to the Client when they are placed in the actual control of the Client or an assistant of the Client.

## 5. Warranty

1. Services will be deemed accepted between the Parties if the Client has not issued a detailed written substantiation of why it does not accept them within five (5) working days of those Services having been delivered, unless the Client has previously indicated in writing that five (5) business days is not feasible and/or the deficiency could not be identified at the time of delivery. If they are not accepted, Bitfactory will replace or modify the Services within a reasonable time. If the Client does not accept the Services a second time either, the Parties will complete the acceptance procedure again. Notwithstanding the provisions of Article 10.4 of these terms, the procedure may be repeated if the Client provides substantiation during the renewed acceptance test as to why the Services are not accepted.
2. Furthermore, the Services shall be deemed accepted between the Parties if: (i) the Services are put into use without acceptance by the Client; (ii) if the acceptance test on the part of the Client unreasonably delays and Bitfactory has given the Client a reasonable period to conduct an acceptance test, and an acceptance test is not conducted during that period.
3. After acceptance, a warranty period of three (3) weeks applies, during which Bitfactory shall resolve any errors that manifest after acceptance free of charge within a reasonable period.
4. Bitfactory has the right to charge the usual prices and costs for repair, modification, or replacement if errors can be considered defects in the general sense by the Client due to careless or incorrect use or other causes not attributable to Bitfactory, or if the Client could reasonably have discovered the errors during the acceptance period.
5. In the case of Scrum, the duration of the warranty is limited to the preceding Sprint, unless it concerns a Showstopper, in which case the normal warranty period mentioned in Article 5.3 applies.
6. After the warranty period, Bitfactory cannot be held responsible for fixing errors unless otherwise agreed. Bitfactory is not obligated to resolve errors present in parts of the online application that are based on third-party software, including open-source software. However, Bitfactory is willing to investigate whether these errors can be resolved and/or whether workarounds are available for those errors, without the Client having any claim to a specific outcome in this regard.

7. An "error" is an unexpected malfunction in the application or a failure to meet the functional specifications established in writing by Bitfactory. An error occurs only if it can be demonstrated and reproduced. The Client is required to immediately report any incidents to Bitfactory.

## 6. Agile en Scrum

1. The development of online applications by Bitfactory is carried out in a project-based manner in close collaboration with the Client, using sprints based on agile principles. The parties acknowledge that the success of software development based on Agile depends on proper and timely collaboration. Both parties will promptly provide all reasonably necessary and desired cooperation and information.
2. Bitfactory provides employees for performing the work. Bitfactory is entitled to make changes to the team of employees during the execution of the work. The Client will appoint a dedicated Product Owner with adequate knowledge, experience, availability, and authority. The parties acknowledge that the involvement, knowledge, and experience of the Product Owner impact the duration(s), quality, and budget.
3. After each completed sprint, the Client grants approval in accordance with the principles of SCRUM. This approval should be considered as acceptance (as referred to in Article 5.1) for that respective sprint.
4. By using the SCRUM development method, the parties acknowledge that changes during software development are more of a rule than an exception. Therefore, the Client is free to request changes to the scope from Bitfactory. The Client acknowledges that this may have consequences for any indicated delivery timelines and/or sprints and/or budget.
5. In the case of a requested change as set out in the preceding clause, the procedure is that Bitfactory provides an estimation upon receiving the request for the change. Then, the Client can choose to exchange the change for user stories or requirements that have not yet been realized and together have an equal magnitude, or add the change to the scope without exchanging anything, in which case the Client accepts the additional estimated costs.
6. A Scrum project is always carried out on a time-and-materials basis. If a proposal or project brief from Bitfactory defines a number of sprints, this is only an estimation.

## 7. Prices and Payment Terms

1. All prices are exclusive of value-added tax (VAT) and other government-imposed levies.
2. Work not mentioned in the quotation is not covered by the Agreement and may have a price-increasing effect.
3. Unless explicitly agreed otherwise, Bitfactory's price indications, budgets and/or pre-calculations are solely indicative and no rights or expectations can be derived from them. Bitfactory is only obliged to notify the Client if an advance calculation or estimate is exceeded if the Parties have agreed that it will do so.
4. All prices stated in writing or electronically by Bitfactory are subject to programming and typographical errors or mistakes. Bitfactory is not bound by such errors and/or mistakes.
5. Parties shall determine in the Agreement the date or dates on which Bitfactory will invoice the Client for the fees for the Services. Invoices shall be paid by the Client in accordance with the payment terms specified on the invoice. In the absence of a specific arrangement, the Client shall make payment within thirty (30) days from the invoice date. All payments shall be made without any deduction, suspension, or set-off.
6. The payments made by the Client shall always be applied first to settle any outstanding interest and costs, and then to the oldest outstanding invoices, even if the Client indicates that the payment is intended for a later invoice.
7. If the Client fails to pay the amounts due in a timely manner, the Client shall be liable for statutory interest on the outstanding amount after the first reminder or formal notice. If the Client remains negligent in fulfilling the claim after the reminder or formal notice, Bitfactory may assign the claim to a third party, in which case the Client shall be responsible not only for the total amount then due but also for reimbursement of all judicial and extrajudicial costs, including costs for external experts.
8. Bitfactory has the right to retain Services that are still in its possession when the Client fails to fulfill its payment obligations until the Client has fulfilled its payment obligations, regardless of whether the payment arrears relate to the Services that Bitfactory still holds.
9. During the term of an Agreement, Bitfactory is entitled to increase the prices for its Services each year, effective 1 January, in accordance with the price index for the previous calendar year published by Statistics Netherlands (Consumer Price Index "All Households"), plus a maximum of twenty-five percent (25%). Bitfactory is entitled to implement the cost increase at a later date if it sees fit to do so from an administrative point of view.
10. Any objections or complaints about invoices, notes, or statements must be communicated in writing within fourteen (14) days of receipt of the respective invoice, note, or statement; otherwise, they will be deemed accepted. Such complaints do not suspend the obligation to pay.

11. Bitfactory is entitled to invoice the Client on an interim basis and/or based on advances, to set off amounts, or to request security for performance by the Client.
12. The Client agrees to electronic invoicing by Bitfactory.
13. In the event that the financial position of the Client changes during the execution of the Agreement, Bitfactory has the right to refrain entirely or partially from further execution of the Agreement or to modify the payment terms.

## 8. Changes to the assignment and/or extra work

1. The Client accepts that the time schedule of the Agreement may be affected if the scope of the Agreement is expanded and/or altered while the Agreement is still being performed. If the interim alteration affects the agreed remuneration, Bitfactory will notify the Client of this as soon as possible.
2. If on the basis of an alteration to the Agreement as a result of extra requests or wishes on the part of the Client Bitfactory must carry out extra work (additional work), this work will be charged to the Client on the basis of actual costs at the usual rates that apply at that time, unless explicitly agreed otherwise in writing.
3. Bitfactory is entitled to carry out this additional work without the Client's advance written permission to the extent that the costs entailed by this additional work are not more than ten percent (10%) of the originally agreed total payment.
4. If the costs of extra work are more than ten percent (10%), Bitfactory will inform the Client of this. In that case the Parties will consult to discuss the measures to be taken.

## 9. Obligations of the Client

1. The Client will ensure that all data and/or information that Bitfactory has indicated are necessary, or which the Client reasonably ought to understand will be necessary for the performance of the Agreement, including information about legislation or regulations to be complied with by Bitfactory that applies specifically to the Client's field of work, are disclosed to Bitfactory in good time and will cooperate with Bitfactory to the extent that the latter requires. Quotations and offers issued by Bitfactory as well as the Agreement concluded afterwards are based on the information disclosed by the Client.
2. If data needed for the performance of the Agreement is not disclosed to Bitfactory in good time, Bitfactory is entitled to suspend performance of the Agreement and/or to charge to the Client the extra costs arising from the delay at the usual rates that apply at that time.
3. To the extent that in the context of the Agreement Bitfactory discloses user names and/or passwords, the Client is responsible for these user names and/or passwords and is entirely and independently liable for any misuse made of the user names or passwords, unless such misuse is the result of intent or gross negligence on the part of Bitfactory.
4. To the extent that Bitfactory discloses user names and/or passwords in the context of the Agreement, the Client is prohibited from disclosing these user names and/or passwords to third parties without Bitfactory's consent.

## 10. Termination and its Consequences

1. An Agreement takes effect on the date stated in Article 3 for the period agreed in writing between the Parties and ends by operation of law on the date agreed by the Parties or when the provision of Services has been completed.
2. Unless explicitly agreed otherwise, the Parties may not terminate the Agreement prematurely.
3. Each of the Parties is entitled to dissolve the Agreement wholly or in part if the other Party is declared bankrupt/insolvent or is granted a suspension of payments, as well as if the other Party's business is closed down or liquidated other than for purposes of reconstruction or merger of companies, or if the decisive control of the business of the other Party changes.
4. The Agreement may only be dissolved on the basis of attributable failure after a written notice of default has been sent that is as detailed as possible, with a reasonable term being set within which the failure can be remedied, unless these Bitfactory Conditions or the law provide otherwise.
5. If the Agreement is dissolved, anything that Bitfactory has delivered and/or carried out as well as the related payment obligation will not be undone unless the Client proves that Bitfactory is in default with regard to the material part of those services. Amounts invoiced by Bitfactory before dissolution in connection with anything Bitfactory has already properly performed or delivered in performing the Agreement will continue to be owed in full with due observance of the provision in the preceding sentence and will become immediately due and payable at the time of dissolution.
6. If the Agreement is dissolved, all rights granted to the Client will cease to have effect. The Client will no longer be authorised to make use of the Service. In consultation, the Client may retain the non-exclusive and non-transferable right to use the Services for the purposes set out in the Agreement, provided that all transfer costs and any outstanding invoices have been paid.

7. Articles that, by their nature, are intended to continue to apply after the end of the Agreement will remain fully effective after the Agreement is terminated.

## 11. Intellectual Property Rights

1. Unless otherwise determined in the Agreement, all IP Rights to all the Services provided in the context of the Agreement as well as to all other materials or information made available by Bitfactory will be vested exclusively in Bitfactory and/or its licensors.
2. Nothing in these Bitfactory Conditions and/or the Agreement implies a transfer of IP Rights. The Client will obtain solely the non-exclusive and non-transferable right of use to the Services for the purposes stipulated in the Agreement and on the conditions stipulated in the Agreement. Unless otherwise stipulated in writing, the right of use granted applies only for the Netherlands.
3. The Client is not permitted to remove or alter any identifiers concerning IP Rights from the results of Services.
4. Bitfactory explicitly does not relinquish its personality rights referred to in section 25 of the Dutch Copyright Act (Auteurswet).
5. Bitfactory is permitted to use the Services and the materials used for the implementation of the Agreement, such as designs, drawings, films, software, files whether electronic or otherwise, reports, formats and interviews, for purposes of its own promotion and/or publicity, unless otherwise stipulated in the Agreement.
6. Bitfactory reserves the right to introduce technical protective measures into the Services. The Client is not permitted to circumvent these technical protective measures or to offer means to do so.
7. Bitfactory indemnifies the Client against legal action by third parties based on the allegation that the Services or parts thereof developed by Bitfactory infringe any IP Right currently in force in the Netherlands on the condition that the Client informs Bitfactory immediately in writing of the existence and the substance of the legal action and leaves the handling of the case, including effecting a settlement, entirely to Bitfactory. The Client will give Bitfactory any powers of attorney, information and cooperation necessary to defend itself against such legal action, if necessary in the name of the Client.
8. The above-mentioned obligation to indemnify will not apply if the claimed infringement is connected with:
  1. materials made available to Bitfactory by the Client; and/or
  2. changes the Client has made, or has had third parties make, to the Service.
9. 10.9 If according to a binding court decision the Services developed by Bitfactory itself infringe any IP Right vested in a third party, or if in the opinion of Bitfactory there is a reasonable chance that such an infringement has occurred, Bitfactory will if possible ensure that the Client can continue to use the Service (or something functionally equivalent) without interruption. If in Bitfactory's sole opinion, it cannot ensure that the Client can continue to use the Service provided without interruption, or that it will only be able to do so in a way that is unreasonably onerous (including financially) for it, Bitfactory will take back that which has been delivered and will credit the acquisition costs after deducting a reasonable usage fee. Any other or further liability or obligation to indemnify on the part of Bitfactory on account of infringement of IP Rights of third parties is entirely excluded.
10. If and insofar as Bitfactory uses open source software for the Service provided, and the open source license in this respect is contrary to the provisions of this article, the provisions in the open source license apply

## 12. Privacy

1. If in the context of performing the Services Bitfactory must process Personal Data of customers of the Client, Bitfactory must be deemed to be the "processor" within the meaning of the General Data Protection Regulation and the Client must be deemed to be the "controller".
2. For the co-operation obligations under the AVG and/or processor agreement, Bitfactory is entitled to charge the time involved with the co-operation to the Client, unless the co-operation is related to an attributable shortcoming in the fulfilment of the processor's agreement on the part of Bitfactory or connected with demonstrable non-compliance with legislation regarding the processing of personal data.

## 13. Confidentiality and Prohibition of taking over Personnel

1. The Parties will treat all information they obtain from one another in any form whatsoever - written, verbal, electronic or physical - including but not limited to software, code, source code, programs, applications, customer details, know-how, technical specifications, documentation ("Confidential Information") as strictly confidential and will keep it secret.
2. The Parties will only use the Confidential Information for the purposes for which it was disclosed and in doing so, they will observe at least the same duty of care and safeguards that apply to their own internal confidential information. The Parties will only disclose the Confidential Information to employees to the extent necessary in the context of the Agreement and its implementation.
3. The obligations to maintain secrecy with regard to the Confidential Information will not apply to the extent that the Party that received the information can demonstrate that the information concerned:

1. was already known to it when it was received;
  2. was already publicly known when it was received;
  3. became publicly known after receipt and this is not attributable to the receiving Party;
  4. was received in a lawful manner from a third party along with the right to communicate it to the public, free of any obligation to maintain secrecy;
  5. must be disclosed pursuant to legislation or regulations or pursuant to a court order and the disclosing Party has informed the other Party of such an obligation to communicate it to the public;
  6. was made public with the approval of the Party disclosing it.
4. For the duration of the Agreement and 1 (one) year after it terminates, except with the advance consent of the other Party neither Party will employ employees of the other Party who are or were involved in the implementation of the Agreement, nor will it employ them or have them work for it in some other manner, directly or indirectly.
  5. During the term of the Agreement, as well as one year after the end of the Agreement, the Client will only employ or otherwise let work directly or indirectly any employees of Bitfactory, including employees hired on a basis other than an employment contract, such as for example a self-employed person, only with the prior written consent of Bitfactory. Conditions may be attached to this permission. In case of violation by the Client, the Client will pay Bitfactory an immediately due and payable fine of 24 (twenty four) times the highest gross monthly salary paid by Bitfactory to the relevant employee, which is set at least €70.000 (seventy thousand euros) or, in the case concerning employee no Bitfactory employee is the total of the payments that have been paid/owed for Bitfactory's work during the last twelve (12) months in which the employee has performed work for Bitfactory. The fine is increased by € 7.000 (seven thousand euros) for each day that the violation continues. This penalty does not affect the right of Bitfactory to claim compensation for damage suffered and to be suffered.
  6. Bitfactory is permitted to use the name and any logo of the Client in (online) communications to indicate that Bitfactory supplies products and/or services to the Client

## 14. Liability

1. The liability of Bitfactory due to attributable shortcoming in the fulfilment of its obligations and/or due to unlawful act is limited to the reimbursement of direct damage sustained by the Client up to a maximum of the amount agreed for the performance of the Agreement and paid by the Client, exclusive of VAT, whereby in the case of long-term contracts the stipulated compensation paid by the Client excluding VAT for a period of 12 months prior to the event causing the damage, whereby a series of related events counts as one (1) event.
2. Direct damage is exclusively taken to mean:
  1. reasonable costs the Client would have to incur so for Bitfactory's performance to conform with the Agreement; however, this alternative damage will not be reimbursed if the Agreement is dissolved by or on the demand of the Client;
  2. reasonable costs incurred by the Client because it was necessary to keep its old system or systems and the associated facilities operational longer because Bitfactory did not deliver on a delivery date which was a binding deadline for it, less any savings that result from the deferred delivery;
  3. reasonable costs incurred to determine the cause and the scope of the damage, to the extent that this relates to direct damage in the sense meant in this Agreement;
  4. reasonable costs incurred to prevent or limit damage, to the extent that the Client demonstrates that these costs resulted in a limitation of direct damage in the sense meant in this Agreement.
3. Any liability of Bitfactory for anything other than direct damage ("indirect damage"), including but not limited to consequential damage, loss and/or damage to data, loss of profits and loss of sales, is excluded.
4. If the liability of Bitfactory is fully related to a shortcoming of a subcontractor of Bitfactory, with whom Bitfactory was barely able to negotiate (contract) conditions in view of the market position of that subcontractor, the liability of Bitfactory is limited to what Bitfactory actually has been able to claim with that subcontractor. At the Client's first request, Bitfactory shall co-operate free of charge in assigning its claim to the subcontractor causing the damage. This limitation of liability lapses if Bitfactory has not informed the Client in advance of the engagement of the subcontractors referred to in this paragraph.
5. The limitations referred to in the preceding paragraphs of this article will not apply if and to the extent that the damage is the result of intent or wilful recklessness on the part of Bitfactory or its management ("own acts").
6. In all cases, Bitfactory is only liable on account of an attributable failure to perform the Agreement if the Client immediately and in the form of a proper written notice informs Bitfactory that it is in default, stating a reasonable term in which the attributable failure can be remedied, and after this term Bitfactory continues to fail attributable to perform its obligations, except in the event of permanent attributable failure. The notice of default must comprise a description of the failure that is as complete and detailed as possible, so that Bitfactory is able to respond adequately. The mention of the name and logo must of course be related to the agreement / cooperation with the Client. Bitfactory guarantees that every mention meets the requirements of representativeness and that the Client does not harm its reputation and interests. Bitfactory also ensures that no confidential company data of the Client and information about the content of the agreement/cooperation is associated with the statement.
7. The creation of any right to compensation is always conditional on the Client reporting the damage to Bitfactory in writing as soon as possible after it has come about. Any claim for compensation against Bitfactory will cease to exist

simply by the passage of twelve (12) months after the claim arose.

8. The Client bears the full risk and responsibility for its use of the Services. Bitfactory does not accept any liability for the use made by the Client of the Services. The Client indemnifies Bitfactory against any claims of third parties arising from the Client's use of the Services.
9. If and insofar as Bitfactory fails to comply with a guarantee or service level as agreed in a service contract or service level agreement, the shortcoming does not automatically lead to a situation of default. If Bitfactory structurally fails in the performance of guarantees or service levels as referred to above, Bitfactory is obliged to provide an improvement plan at the Client's first request, which improvement plan must be approved by both parties. If after approval of the improvement plan Bitfactory remains structurally inaccurate in the performance of the aforementioned guarantees or service levels, Bitfactory will only be in default..

## 15. Force Majeure

1. In the event of force majeure there is no attributable failure in the performance of the Agreement by the Parties.
2. Force majeure includes, among other things, disruptions in the supply of electricity, strikes, riots, government measures, fire, natural disasters, floods, failure on the part of the Parties' suppliers, failure on the part of third parties enlisted by the Parties, disruptions in the internet connection, hardware malfunctions, malfunctions in networks, including telecommunication networks, and other unforeseen circumstances.
3. If the force majeure lasts at least thirty (30) days, the Parties are entitled to dissolve the Agreement without being obliged to reimburse any damage, to undo any work or to pay any compensation for such dissolution.
4. If Bitfactory can still perform in part at the time of the force majeure, or if it has performed, it is authorised to perform this service and to invoice it separately, as if it concerned a separate Agreement.

## 16. Transfer of Rights and Obligations

1. The Parties may only license, sublicense or transfer the rights and obligations arising from the Agreement to third parties if the other Party agrees to this in writing. Permission for the transfer of rights and obligations can be dispensed with if and insofar as the transfer is connected with restructuring within a group of companies as referred to in Section 2: 24b of the Dutch Civil Code or change of legal form.

## 17. Settlement and Mediation

1. If a dispute between the Parties cannot be resolved to their satisfaction, before submitting the dispute to a court it will be submitted to the Parties' authorised representatives to investigate the possibilities of a settlement, or to an independent.

## 18. Applicable Law and Jurisdiction

1. These General Terms and Conditions are governed exclusively by Dutch law.
2. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
3. Any disputes that arise between Bitfactory and the Client in the context of or in connection with this Agreement will exclusively be submitted to the competent court in the district of Rotterdam.