



General Terms & Conditions

Index

1.	Applicability	2
2.	Definitions	2
3.	Proposals	3
4.	Plat4mation Duties	3
5.	Client Duties	4
6.	Commencement, Term and Renewal	5
7.	Fees and Payment	5
8.	Confidentiality and Non-Hiring	6
9.	Privacy, Data Processing and Security	7
10.	Reservation of Ownership and Rights	7
11.	Risk	8
12.	Intellectual Property Rights	8
13.	Dissolution and Termination of the Contract	8
14.	Liability	9
15.	Force Majeure	10
16.	Changes and Additional Services	10
17.	Transfer of Rights and Obligations	10
18.	Applicable Law and Disputes	11

1. Applicability

- 1.1 These Terms and Conditions are applicable to all proposals from and/or deliveries by Plat4mation, statements of work, agreements and/or other legal relationships between Plat4mation and Client, the resulting provisions and related activities regardless of whether or not they are based on a verbal, written and/or electronic agreement, unless otherwise agreed upon in writing (hereafter together referred to as *“Contract”*).
- 1.2 Derogations and additions to these Terms and Conditions shall be valid only if they have been agreed in writing between parties.
- 1.3 The applicability of the terms and conditions of Client or other Third-Party Conditions is expressly rejected.
- 1.4 If any provision of these Terms and Conditions is invalid or annulled, the other terms and conditions shall remain in full force and effect. In that case, Plat4mation and Client will consult with each other with the goal to agree new provisions to replace the invalid or annulled provision(s), while respecting as far as possible the purpose and scope of the invalid or annulled provision(s).

2. Definitions

- 2.1 The following definitions apply to these Terms and Conditions:

“Affiliate” any company or legal entity which directly or indirectly, controls, is controlled by, or is under common control with a Party. *“Control”* means (i) direct or indirect ownership of more than fifty percent (50%) of the outstanding capital shares of company or legal entity, or for a legal entity that does not have outstanding capital shares, more than fifty percent (50%) of the ownership interest of such legal entity, (ii) the ability to appoint a majority of directors to the board of directors of a company or legal entity, or for a legal entity that does not have a board of directors, the functional equivalent of a board of directors, and/or (iii) the ability to manage and operate, and direct the business affairs, of a company or legal entity; provided that, a company or legal entity will be deemed an Affiliate only for so long as Control exists; *“Client”* the (legal) person that has engaged Plat4mation to perform the Services and which is party to the Contract;

“Confidential Information” means any information provided or communicated by the disclosing party and in any case includes all data and knowledge regarding the relationship between the Parties, the customers, suppliers and the business affairs of the other Party as well as the information expressly designated as being confidential or reasonably considered to be confidential and regardless of the form (oral, written and / or electronic) in which that information is delivered or communicated;

“Deliverables” all reports, documents, papers, designs, software, and all other materials in whatever form, including hard copy and electronic form, agreed to be prepared by Plat4mation as part of the Services;

“Fees” Plat4mation’s fees for the Services as agreed between the parties and as specified in the Contract, together with all reasonable expenses incurred in relation to the Services;

“4mation Group” the group of companies currently encompassing the following legal entities: Plat4mation B.V., Plat4mation BVBA, Plat4mation GmbH Germany,

Plat4mation GmbH Switzerland, Plat4mation LLC, 4mation Technologies India Pvt. Ltd, 4Industry B.V.

"Good Industry Practice" the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in providing services of the same kind as the Services;

"Intellectual Property Rights" the intellectual property rights, including, (unregistered) design rights, trademark rights, copyrights, patents, trade names, methods and know-how, including any data or materials used in connection with the Deliverables (such as technical information and functional specifications, user data, logos, photographs, compilations of facts, artwork, animations, video or audio files, or source material in connection therewith) applications, renewals and pre-eminent rights, as well as any similar or equivalent rights or protections that will continue to exist anywhere in the world now or in the future;

"Services" the services to be provided by Plat4mation under a Contract;

"Third-Party Conditions" amongst others, the delivery conditions, license conditions, warranty conditions or other conditions maintained by a third party.

"Working Day(s)": (i) the days from Monday up to and including Friday (CET) with the exception of Dutch national holidays, if the Deliverable(s) are delivered in the Netherlands, or (ii) if the Location is not the Netherlands, the days from Monday up to and including Friday with the exception of the national holidays of such Location;

"Working Hours" (i) the hours from Monday till Friday are any 8 hours from 8.00 till 18.00 o'clock (CET) on Working Days, or (ii) if the Location is not the Netherlands, any 8 hours from Monday till Friday from 8.00 till 18.00 o'clock at the applicable Location.

"Plat4mation" the legal entity identified in a Contract that now or in the future forms part of the 4mation Group.

3. Proposals

- 3.1 All proposals and offers from Plat4mation to Client are non-binding.
- 3.2 Client shall ensure the accuracy and completeness of the information supplied by or on its behalf to Plat4mation on which an offer of Plat4mation is based.

4. Plat4mation Duties

- 4.1 Plat4mation shall perform the Services using reasonable skill and care and in accordance with Good Industry Practice.
- 4.2 Unless the parties have otherwise agreed in a Contract, Services are only provided on Working Days during normal Working Hours of Plat4mation.

- 4.3 All Services are performed on the basis of a best effort obligation (*“inspanningsverplichting”*), unless and to the extent that Plat4mation has agreed to a specific result in the Contract and the relevant result in question is sufficiently determined.
- 4.4 All (delivery) periods and (delivery) dates referred to by Plat4mation are indicative only and have been determined to the best of its knowledge on the basis of the information known to Plat4mation when the Contract was entered into. Interim (delivery) dates referred to by Plat4mation or agreed between the parties always count as target dates, do not bind Plat4mation and are always only indicative. Plat4mation will use its best efforts to comply as much as possible with the final deadlines or final (delivery) dates. Plat4mation is not bound by a deadline or (delivery) date that cannot be met due to circumstances that have occurred after entering into the Contract or due to circumstances beyond its control. Nor is Plat4mation bound by a deadline or (delivery) date if the parties have agreed to a change in the content or scope of the Contract (additional work, changes to specifications, etc.) or a change in the approach to the implementation of the Contract. In the event a deadline or (delivery) date cannot be met, Plat4mation and the Client will enter into consultation to discuss the impact of the overrun on further planning. The mere fact that a (delivery) period or (delivery) date, final or otherwise, specified by Plat4mation or agreed between the parties has been exceeded, shall not mean that Plat4mation is in default.
- 4.5 If the Services need to be performed at the Client’s premises, Plat4mation shall use reasonable endeavors to ensure that it complies with such reasonable site rules and procedures as are notified by the Client to Plat4mation from time to time.
- 4.6 Subject to Plat4mation’s obligation to perform the Services with reasonable skill and care, and in accordance with the terms of the Contract, the Client accepts and acknowledges that all Services performed by Plat4mation reflect the state of the Client’s systems, software, data, processes, infrastructure etc. (as relevant to the Services concerned) as at the date that the Services are provided, and that the nature of the Services means that its scope and any results provided may not be exhaustive. The Client further accepts and acknowledges that the Services reflect the level of information reasonably available to Plat4mation when performing the Services.
- 4.7 Plat4mation shall only be obliged to follow timely and well-founded instructions issued by the Client during the performance of the Services if this has been agreed in writing. Plat4mation shall not be obliged to follow instructions that change or extend the content or scope of the agreed Services. If such instructions are followed, however, compensation shall be provided for the work in question in accordance with the Plat4mation’s standard rates.

5. Client Duties

- 5.1 The Client shall comply with its duties and responsibilities contained in the Contract.
- 5.2 In order to facilitate the proper execution of the Contract by Plat4mation, the Client shall at all times provide Plat4mation with all data or information that Plat4mation deems to be useful, necessary and desirable and to give its full cooperation in a timely manner. If Client deploys its own personnel within the context of providing cooperation in the execution of the Contract, these shall have the necessary knowledge, expertise and experience.
- 5.3 Where the Services are taking place on the Client’s premises, the Client shall ensure that the premises are safe and it shall provide Plat4mation suitable working space, including a desk, network access and, where necessary to perform the Services, access to data centres, server rooms and/or switch rooms.
- 5.4 The Client shall bear the risk of the selection, the use, the application and the management within its organisation of the Services and the Deliverables, data and other materials part of Services as provided by Plat4mation.

- 5.5 If use needs to be made of systems, software, data, processes, infrastructure etc. for which the Client is responsible, the Client shall be responsible for selecting these and for ensuring that these are available in full and in a timely manner, with the exception of those facilities that fall under the direct use and management of Plat4mation.
- 5.6 Other than in respect of an Affiliate, or where it has Plat4mation's prior written approval in the Contract, the Client guarantees that it is not procuring, and will not procure, the Services for a third party. Nothing shall be construed as Plat4mation to have a direct contractual relationship with such a third party. The Client is responsible for ensuring any approved third party does not act contrary to the Contract. The Client at all times remains liable for the acts or omissions of such third party as if they were the Client's own acts or omissions. The Client shall indemnify Plat4mation and its Affiliates against any and all losses, damages, fines, demands, costs, expenses, fees (including court and legal fees) and liabilities (in each case whether direct, indirect or consequential) of whatever nature incurred by Plat4mation and its Affiliates as a result of any claim or action brought against Plat4mation and/or its Affiliates by any third party (including the Client's Affiliates) on whose behalf the Client has procured the Services.

6. Commencement, Term and Renewal

- 6.1 The Services will commence on the date set out in the Contract unless otherwise agreed in writing between Plat4mation and the Client.
- 6.2 If and insofar as the Contract is a continuing performance contract, the Contract shall be entered into for the term agreed between the parties therein, failing which, a term of one (1) year shall apply.
- 6.3 If and insofar as the Contract is a continuing performance contract, the term of the Contract shall be extended, each time by one (1) year terms, unless the Client or Plat4mation terminates the Contract in writing with due observance of a notice period of three (3) months prior to the end of the then current term.

7. Fees and Payment

- 7.1 All amounts are in EUR and exclusive of value added tax (VAT) and other levies which are or will be imposed by the government.
- 7.2 Pre-calculations and budgets issued by Plat4mation shall be indicative only. Client will not derive any rights from a pre-calculation or budget issued by Plat4mation.
- 7.3 With respect to the performance of Plat4mation and the amounts owed by Client, the relevant documents, and data from Plat4mation's records or systems shall provide complete evidence, without prejudice to Client's right to provide proof of the contrary.
- 7.4 In the event of periodic payments, Plat4mation is entitled to adjust the Fees in writing taking into account a notice period of one (1) month. If Client does not agree with such adjustment, Client is entitled to terminate the Contract in writing within thirty (30) days after notification of the date on which the adjustment would enter into force. However, Client shall not be entitled to terminate the Contract if it has been agreed between parties that the prevailing Fees will be adjusted in accordance with an index or other measure agreed between parties.
- 7.5 Plat4mation will invoice Client the Fees for the Services monthly in arrears, provided that periodic payments will be invoiced monthly in advance on the first day of the month.

- 7.6 Client will pay invoices within thirty (30) days after the date of the invoice. Client is not entitled to suspend any payment or to set off amounts due.
- 7.7 In the event of late payment, the Dutch statutory commercial interest will automatically become due on the outstanding amount. If, after notice, Client remains negligent to pay, Plat4mation may hand over the claim, in which case Client is also liable for reimbursement of all legal and extrajudicial costs, including all costs calculated by external experts.

8. Confidentiality and Non-Hiring

- 8.1 Client and Plat4mation shall ensure that all information received from the other party which is known or reasonably known to be of a confidential nature remains confidential. The party receiving Confidential Information will use it only for the purpose for which it was provided.
- 8.2 Each party will be entitled to disclose Confidential Information where necessary to its Affiliates and its and their employees, agents and/or sub-contractors, provided in all cases that the same are under a duty of confidentiality no less onerous than as set out in the Contract. The receiving party shall at all times be fully responsible to disclosing party for the compliance by such persons and entities with this confidentiality obligation.
- 8.3 Subject to articles 8.2 and 8.4, neither party shall disclose (or permit its Affiliates, employees, agents and sub-contractors to disclose) any Confidential Information entrusted to it by the other party.
- 8.4 Article 8.1 shall not apply to (i) information already in the receiving party's possession, or (ii) which comes into the public domain, other than by breach of this obligation by the receiving party or its Affiliates, employees, agents and/or sub-contractors, or (iii) which is disclosed to the receiving party by a third party lawfully entitled to disclose the same, or (iv) which is developed by the other party or its Affiliates, employees, agents or sub-contractors independently of the Confidential Information or (v) which is required to be disclosed by applicable law, a binding court order or a request of an authorized governmental authority, or (vi) by the rules of any stock exchange. The party that is required to disclose any of the Confidential Information in the situation under (v) shall, to the extent permitted by law, give prompt notice thereof to the other party so that this party may seek a protective order or other appropriate relief from a proper authority. Unless such a protective order cannot be obtained within a reasonable time, the party that is required to disclose the Confidential Information may disclose, however, only the relevant portion of the Confidential Information that it is legally required to disclose.
- 8.5 None of the parties shall, during the term of the Contract and for a period of one (1) year thereafter, employ or otherwise, directly or indirectly, engage employees of the other Party who are or have been involved in the execution of the Contract without the prior written consent of the other party. Such consent may be subject to conditions. For the avoidance of doubt, this article shall not prohibit either party from soliciting or hiring any person who responds to a general advertisement or solicitation not specifically directed at employees of a party of its Affiliates, including but not limited to advertisements or solicitations through newspapers, trade publications or job sites/apps.
- 8.6 If a party is in breach of an obligation under article 8.5, that party will be liable for immediate payment to the injured party of a penalty of EUR 50,000 per event and EUR 1,000 for each day the breach continues, notwithstanding the right of the injured party to compensation of actual damages.

9. Privacy, Data Processing and Security

- 9.1 If Plat4mation considers this to be relevant for the execution of the Contract, Client will, on request, inform Plat4mation in writing without delay the manner in which Client fulfils its obligations under legislation in the field of the protection of personal data.
- 9.2 Client ensures that all requirements for the legitimate processing of the personal data processed by Plat4mation under a Contract are met.
- 9.3 Under the legislation on the processing of personal data (such as the General Data Protection Regulation ("*Algemene Verordening Gegevensbescherming*") Client has obligations to third parties such as the obligation to provide information, as well as the provision of access to, correcting and deleting personal data of data subjects. The responsibility for fulfilling these obligations rests entirely and exclusively with Client. Parties acknowledge that Plat4mation is a 'processor' within the meaning of the General Data Protection Regulation with regard to the processing of personal data. Plat4mation will, as far as technically possible, cooperate with the obligations to be fulfilled by Client. The costs associated with this cooperation are not included in the Fees and are entirely at the expense of Client.
- 9.4 Client indemnifies Plat4mation from any legal action of third parties in connection with the processing of personal data and indemnifies and holds Plat4mation harmless for claims of individuals whose personal data are registered or processed in the context of a personal registration held by Client or for which Client is otherwise responsible under the law, unless Client proves that the facts underlying the claim should be attributed exclusively to Plat4mation.
- 9.5 The responsibility for the data processed under a Contract lies solely with Client. Client ensures that the content, use and/or processing of the data is not unlawful and does not infringe any right of a third party. Client indemnifies and holds Plat4mation harmless against any legal action of third parties in connection with these data or the execution of the Contract.
- 9.6 If Plat4mation under a Contract provides information security, this will comply with the specifications agreed between parties in writing. Plat4mation never ensures that information security is effective under all circumstances. In the absence of an agreed level of information security to be provided, information security will meet a level which, in view of the state of the art, the sensitivity of the data and the costs associated with the information security, is reasonable.
- 9.7 If Plat4mation makes use of computer, data, or telecommunications facilities, Plat4mation is entitled to assign access or identification codes to Client. Plat4mation is entitled to change the assigned access or identification codes. Client treats the access and identification codes confidential and with care and only discloses them to authorized personnel. Plat4mation is never liable for damages or costs resulting from use or misuse of access or identification codes unless the abuse caused as a direct result of Plat4mation's actions or omissions.

10. Reservation of Ownership and Rights

- 10.1 All matters supplied to Client shall remain the property of Plat4mation until all Fees are fully paid by Client.
- 10.2 Rights, including rights of use, shall, where appropriate, be granted or transferred to Client on the condition that Client has paid all Fees. If parties have agreed periodic payments for the granting of a right of use, the right of use shall be granted to Client as long as Client fulfils its periodic payment obligation.
- 10.3 Plat4mation may retain the items received or Deliverables generated under the Contract, despite an existing obligation to issue or transfer, until Client has paid all Fees.

11. Risk

- 11.1 The risk of loss, theft, embezzlement or damage to the Deliverables provided under the Contract shall transfer to Client at the time when they have been brought into its actual decision-making power. To the extent that the actual decision-making power with respect to the Deliverables is at Plat4mation, Plat4mation carries the risk of loss, theft, embezzlement or damage.

12. Intellectual Property Rights

- 12.1 All intellectual property rights in the Deliverables, as well as preparatory material developed or made available to Client under the Contract, remain solely with Plat4mation, its licensors or its suppliers. Client only obtains the use rights as expressly granted by these Terms and Conditions and/or the law. Client's use right is non-exclusive, non-transferable and not sub-licensable.
- 12.2 Client is not allowed to remove or change any indication of confidentiality or copyright, trademarks, trade names or any other right of intellectual property from the Deliverables.
- 12.3 Plat4mation is allowed to make technical provisions to protect the Deliverables in connection with an agreed restriction in the content or duration of the right to use these. Client is not allowed to remove or circumvent such a technical provision.
- 12.4 Plat4mation indemnifies Client from any legal action of a third party based on the claim that the Deliverables infringe a right of intellectual property of that third party, provided that Client promptly informs Plat4mation in writing about the existence and content of the legal action and leaving the handling of the case, including making any settlements, entirely to Plat4mation. To this end, Client will provide the necessary proxies, information and cooperation to Plat4mation to defend itself, if necessary on behalf of Client, against these legal claims. This obligation to indemnify does not apply in the event that the alleged infringement relates (i) to materials made available to Plat4mation by Client for use, processing or incorporation, or (ii) to modifications made by Client (or by a third party on behalf of Client) to the Deliverables without the written consent of Plat4mation. If it is irrevocably established in court that the Deliverables itself infringe any right of intellectual property belonging to a third party or if, in the opinion of Plat4mation, there is a reasonable likelihood of such an infringement occurring, Plat4mation will, if possible, ensure that Client will be able to continue to use the supplied, or provide functionally equivalent other Deliverables. Any other or more far-reaching obligation of Plat4mation to indemnify Client is excluded.
- 12.5 Client ensures that no third-party rights oppose the access by Plat4mation to software, material intended for websites (imagery, text, music, domain names, logos, hyperlinks, etc.), data files or other materials, including design materials, for the purpose of use, processing, installation or incorporation (e.g. in a website). Client indemnifies Plat4mation from any claim of a third party based on the claim that such making available, use, edit, installation or incorporation infringes any third-party rights.

13. Dissolution and Termination of the Contract

- 13.1 In the event of an attributable failure (*"toerekenbare tekortkoming"*) in the fulfilment of a substantial obligation under the Contract each of the parties shall have the right to rescind (*"ontbinden"*) the Contract provided the defaulting party has been provided with a detailed written

notice of default giving the party a reasonable time period to cure the default, and the defaulting party failing to cure such default.

- 13.2 If Client has already received benefits under the Contract at the time of the rescission referred to in article 13.1, such benefits and the related obligation to pay will not be the subject of undoing (*“ongedaanmaking”*). Amounts invoiced by Plat4mation prior to the rescission in connection with what has already been duly carried out or delivered pursuant to the Contract shall remain due and shall immediately be payable at the time of rescission.
- 13.3 Client is never entitled to terminate a Contract that has been entered into for a fixed term in the interim.
- 13.4 A Contract which, by its nature and content, does not end with completion of the delivery, is deemed to be entered into for an indefinite period and may be terminated in writing by either Party after proper consultation with the other party and giving the reasons for termination. If no notice period has been agreed between parties, a reasonable period of notice shall be observed. Parties will never be required to pay any compensation for termination.
- 13.5 Each of the parties may terminate the Contract in full or in part in writing without notice if: (i) the other party is granted a suspension of payment, whether provisionally or not, (ii) bankruptcy is claimed in respect of the other party, (iii) the other party's undertaking is liquidated or terminated, other than for the purpose of reconstruction or merger of undertakings, or (iv) the decisive control of the undertaking of Client changes. In these instances Plat4mation shall never be required to pay any refund of amounts already received or to compensate damages. In the event of bankruptcy of Client, the right to use software, websites and the like shall lapse by rule of law.

14. Liability

- 14.1 The total liability of Plat4mation for damages in the event of an attributable failure (*“toerekenbare tekortkoming”*) to comply with the Contract or by any other account, including any failure in the fulfilment of a guarantee obligation agreed with Client, is limited to compensation of direct damages up to the maximum amount of the price for that Contract (excl. VAT) under which the damage causing event occurs. This limitation of liability shall also apply to the indemnity obligation of Plat4mation referred to in article 12.4. In the event of a Contract with a term of more than one year, the price for the Contract shall be set on the total of the fees (excluding VAT) agreed for one year. In no event will the aggregate liability of Plat4mation for direct damages, exceed € 500,000 (five hundred thousand EUR).
- 14.2 Plat4mation's liability for damages resulting from death, bodily injury or property damage is never more than EUR 1,250,000 (one million two hundred and fifty thousand EUR).
- 14.3 Plat4mation's liability for indirect damages, consequential damages, lost profits, lost savings, reduced goodwill, damages from company stagnation, damage seen as a result of claims by customers of Clients, damages related to the use of Client prescribed businesses, third-party materials or software and damages related to the use of software prescribed by Client is excluded. Also excluded is the liability of Plat4mation for mutilation, destruction or loss of data or documents.
- 14.4 The exclusions and limitations of Plat4mation liability, as defined in the previous paragraphs of this article 14, are without prejudice to the other exclusions and limitations of Plat4mation liability under these General Terms and Conditions.
- 14.5 The exclusions and limitations referred to in articles 14.1 to 14.4 shall be waived if and to the extent that the damage is the result of willful intent or gross negligence (*“opzet of grove schuld”*) by Plat4mation.

- 14.6 Unless compliance by Plat4mation is permanently impossible, the liability of Plat4mation because of an attributable failure in the fulfilment of a Contract arises only if Client immediately sends Plat4mation a written notification of default, setting a reasonable time period for Plat4mation to cure the defect, and Plat4mation fails to cure the default after that period.
- 14.7 A condition for the creation of any right to compensation of damages is always that Client reports the damage in writing to Plat4mation as soon as possible after its occurrence. Any claim for damages against Plat4mation shall expire twelve (12) months after the onset of the claim.

15. Force Majeure

- 15.1 No party shall be required to fulfill an obligation, including any guarantee obligation agreed between parties, if a party is prevented from doing so due to force majeure ("*overmacht*"). Force majeure shall also mean: (i) force majeure of Plat4mation suppliers, (ii) failure to properly comply with obligations by suppliers prescribed by Client, (iii) inadequacy of business, equipment, software or materials whose use is prescribed by Client to Plat4mation, (iv) government measures, (v) electricity failure, (vi) internet failure or failure of computer network or telecommunications facilities, (vii) war, (viii) occupation, (ix) strike, (x) general transport problems and (xi) the unavailability of one or more staff.
- 15.2 If a force majeure situation lasts longer than thirty (30) days, each of the parties has the right to terminate the Contract in writing. In that case, what has already been provided under the Contract is settled proportionately.

16. Changes and Additional Services

- 16.1 If, on request or with the prior consent of Client, Plat4mation has performed additional services outside the scope of the Services, such additional services will be paid by Client in accordance with the agreed rates and, failing that, in accordance with the then current Plat4mation rates. Plat4mation is not obliged to comply with such a Client request and may require a separate written Contract to be concluded for the additional services.
- 16.2 Client accepts that changes and additional services may affect the agreed or expected time of completion of the service and the responsibilities of Client and Plat4mation. The fact that (the demand for) additional services occurs, is never a reason for Client to terminate the Contract.
- 16.3 To the extent that a fixed price has been agreed for the Services, Plat4mation will inform Client in writing of the financial consequences of the additional services referred to in this article.

17. Transfer of Rights and Obligations

- 17.1 Client is not entitled to transfer the rights and/or obligations under the Contract to a third party.
- 17.2 Plat4mation is entitled to transfer its claims for payment of fees to a third party.

18. Applicable Law and Disputes

- 18.1 These terms and condition and any Contracts between Plat4mation and Client are governed by Dutch law. Applicability of the Vienna Convention on International Sales of Goods 1980 is excluded.
- 18.2 Disputes which may arise between Plat4mation and Client as a result of a Contract or as a result of further Contracts resulting thereof shall first be settled on an amicable way between parties without prejudice to the right of each party to establish a conservatoire legal measure or start summary proceedings (*"kort geding"*).
- 18.3 Subject to article 18.2, each of the parties is entitled, to refer the matter to the Courts of Midden-Nederland, location Utrecht, to hear the case and decide on it.