

THE JULY

GENERAL CONDITIONS FOR SERVICES AND PRODUCTS

A. GENERAL PROVISIONS

Article 1. Definitions

Affiliate: means in relation to THE JULY or to Supplier, any other person, now or hereafter, under direct or indirect (common) control by THE JULY B.V. or by Supplier.

Agreement: an agreement, including the General Conditions for Services and Products, any exhibits, schedules, and annexes, and having as object the performance of Services and/or the delivery of Products and which is entered into by Client and Supplier in conformity with clause 3.1 of these General Conditions for Services and Products, as well as any ensuing or related agreements or any future or further agreements.

THE JULY: The July B.V. and its Affiliates.

Client: THE JULY or an Affiliate.

Deliverables: all content developed or created by Supplier for Client, including but not limited to designs, reports and drawings, pursuant to the Agreement.

General Conditions for Services and Products: these general conditions for services and products.

General Purchasing Agreement: an Agreement subject to its conditions Client may purchase Products or Services from Supplier by means of an Order.

Material: Clients' plans, drawings, models, computer files, reproductions and/or materials and/or documents related to the Agreement that for any reason are in Supplier's possession.

Offer: an offer made by Supplier to Client for delivery of Products or the performance of Services.

(Purchase) Order: a request from Client in writing, for the delivery of Products and/or the performance Services;

Parties: jointly Client and Supplier.

Party: individually Client or Supplier.

Price: the agreed purchase price payable by Client to Supplier for the Products delivered and/or the agreed fee payable by Client to Supplier for the Services performed.

Products: all goods delivered or to be delivered by Supplier to Client pursuant to an Agreement, including any components and Spare Parts.

Services: all performances performed by Supplier to Client pursuant to an Agreement including, if applicable, any Deliverables.

Spare Parts: any spare part or replacement component for Products, or parts of Products.

Supplier: the natural person or the legal entity or its Affiliate that will enter into an Agreement.

Article 2. Applicability and exclusivity of the General Conditions for Services and Products

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2.1. These General Conditions for Services and Products are applicable to all Orders and Agreements. In case of a conflict between a specific term of an Order or Agreement and a term of the General Conditions for Services and Products, the term of the Order / Agreement shall prevail.

2.2 Client shall at any time be allowed to unilaterally amend or supplement the General Conditions for Services and Products, insofar as this is necessary for the elimination of subsequently arising equivalence disturbances or regulation gaps or for adaptation to changes in legal or technical requirements. Client shall notify Supplier about the amended General Conditions for Services and Products and attach such amended General Conditions for Services and Products in such notification. The amended General Conditions for Services and Products will become part of the existing Agreements between the Client and Supplier if the Supplier does not object within two (2) weeks after receipt of the notification about the amended General Conditions for Services and Products. Client shall be allowed to make non-content-related amendments to the General Conditions for Services and Products of minor importance, such as the correction of spelling mistakes, without previously informing Supplier thereof.

2.3 Any and all general terms and conditions of Supplier, irrespective of their name, shall not be applicable to any Agreement and shall therefore not be binding upon Client irrespective of the fact whether Client (i) is aware of their existence when entering into an Agreement and (ii) did not expressly object to their applicability.

Article 3. Agreement, Offer and Order

3.1 Any Agreement shall be considered to be validly entered into in the event of a written document which is signed by one or several (as required) managing directors and/or authorised representatives of Client and Supplier.

3.2 Supplier shall not be entitled to unilaterally amend or revoke an Offer during its period of acceptance by Client.

3.3 Unless agreed otherwise, Client shall be entitled to modify, reschedule or cancel, in whole or in part, a confirmed Order by providing a written notice to Supplier ultimately ten (10) Business Days prior to the agreed delivery date.

B. PERFORMANCE OF THE AGREEMENT

Article 4. Subcontractors and employees of the Supplier

4.1 Supplier shall not subcontract any part of the performance under an Agreement to a third party, unless Client has given prior written approval.

4.2 Supplier shall avail itself solely of subcontractors and employees that have the necessary and required qualifications, skills and professionalism to duly perform the Agreement and ensures that they will operate in compliance with the Agreement.

4.3 Supplier shall at all times (i) solely bear all obligations related to such sub-contractors and/or employees, including but not limited to the payment of fees, social security

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contributions, industrial accidents insurance and possible damages to third parties, as well as any other charges provided by the applicable laws, (ii) comply with all applicable laws and regulations (including the rules on safety in place of work as well as environmental rules and any and all labour and social and wage regulations).

4.4 Supplier shall be fully responsible for the performance of employees and sub-contractors engaged in performing the Agreement as if it were its own performance, irrespective of the fact that Client has given its consent to engage such third parties. Supplier shall be liable towards Client for any damages suffered and costs incurred by it caused by such employee and/or sub-contractor in relation to the performance of the Agreement.

4.5 If required by Client, Supplier shall facilitate direct communications in the entire supply chain between Client and all suppliers and subcontractors directly or indirectly responsible for the delivery, quality or performance of Products. These communications may include technical discussions, supply chain management issues, business continuity risks, delivery or quality reliability.

4.6 Supplier shall bind its subcontractors and other second-tier suppliers to at least similar conditions as are applicable to Supplier itself under an Agreement. Upon Client's first request, Supplier shall provide Client with documentation to confirm that Supplier has in all respects complied with this requirement.

4.7 Client may impose further conditions to its approval to engage any subcontractor or supplier and may revoke such approval at any time by means of a written notice.

Article 5. Expiry date, suspension and recommencement of performance under the Agreement

5.1 In the event that an obligation of Supplier under the Agreement is subject to a time stipulation, such time stipulation shall be considered as an expiry date.

5.2 Client shall at any time be entitled to require the (complete or partial) suspension by Supplier of its performance under the Agreement for a maximum term of six (6) months by sending a written notice to Supplier at least ten (10) Business Days prior to the date on which performance initially should have taken place. Client shall indicate in the aforementioned notice the required suspension term.

5.3 Supplier shall inform Client on the date of the aforementioned notice of all costs expected to be incurred in connection with such a suspension, thereby providing a detailed overview and estimation of such costs. Client shall inform Supplier within five (5) Business Days after receipt of such information if it still requires such suspension or not.

5.4 Supplier shall abide by the required suspension, if:

- (i) the suspension can be effectuated without incurring any costs other than costs of administrative nature; or
- (ii) Supplier fails to timely comply with its obligations under article 5.3.

5.5 In the event that Supplier is obliged to abide by the required suspension either on the basis of article 5.4 (i) or article 5.4 (ii), Client shall solely be liable for the administrative costs

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incurred by Supplier due to the suspension and provided that these costs are duly documented. For the avoidance of doubt, Client shall in such case not be liable for any other costs nor damages incurred by Supplier in relation to such suspension.

5.6 Client shall be entitled to require the recommencement of the Agreement by sending Supplier a written notice at least ten (10) Business Days prior to the date of the required recommencement.

5.7 Supplier shall be entitled to terminate the Agreement with immediate effect, in the event that Client has not required the recommencement of the Agreement within the term of six (6) months as of the date of the suspension. Supplier shall send Client a written notice to that effect at least five (5) Business Days prior to the expiry of the aforementioned term.

5.8 Client shall not, to the extent permitted by law, be liable for any damages suffered or costs incurred by or in relation to a termination as described in article 5.7.

Article 6. Performance and representations and warranties of Supplier

Representations and warranties for Services

6.1 Supplier shall supervise, direct and execute the Services pursuant to the highest and strictest standards of skill, care and attention of its industry.

6.2 Supplier shall enforce strict discipline and good order amongst its employees, any subcontractors and other persons carrying out the Services. Supplier shall not permit

employment of unfit personnel (including, without limitation, persons not having the necessary licenses, permits and/or visas) or persons not skilled in tasks assigned to them. Supplier's employees, as well as its subcontractors, suppliers, and any other person associated with Supplier's operations, are prohibited from entering any area of its relevant premises that is outside the ones that are involved in the Services. Client may bar from these premises and the site of the Services any person who breaches the provisions of this clause, without the duty of having to compensate Supplier for any resulting cost or lost time.

6.3 Supplier warrants that materials and equipment supplied, used and/or installed based on the conditions hereunder indicated will be of good quality, functioning, in accordance with the Agreement, the applicable laws, the authorizations and permits, that they will be free of defects and will have the qualities required by Client. If required by Client, Supplier shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.4 In addition, Supplier warrants that the Services to be executed based on the Agreement will be free from defects and that the Services will conform to the requirements of the Agreement, the applicable laws, the authorizations and the permits. Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

6.5 Supplier warrants the full and lawful ownership of the materials and equipment that will be supplied, used and/or installed in the performance of the Services and guarantees

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that it is free of burdens, pledge, claims and/or third parties' rights.

6.6 Unless otherwise established under the Agreement, Supplier shall pay any, present or future, taxes, duties and levies applicable to or in connection with the performance of the Services or portions thereof. In particular, Supplier represents and warrants that it shall indemnify and keep Client harmless for any loss, cost, expense, damage that it may suffer as a result of any failure of Supplier to pay any taxes, duties or levies due in connection with the performance of the Services. Supplier shall secure also and pay for all permits, and governmental fees, licenses, and inspections necessary for proper execution and completion of the Services. No payments made by Supplier under this clause shall entitle Supplier to any reimbursement.

6.7 Supplier shall comply with, and give notices required by, all applicable laws, ordinances, building codes, rules, regulations, and lawful orders of public authorities bearing on performance of the Services. The consequences connected to the not observing thereof are for the account of Supplier.

6.8 Supplier shall keep the Services' area and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At all times, Supplier shall remove from, and around, the Services' area waste materials and rubbish, the Supplier's tools, construction equipment, machinery, and surplus materials.

6.9 Supplier shall provide Client and its representatives access to the Services in preparation and progress wherever they are performed.

6.10 If Supplier discovers (or fails to discover because of its negligence or wilful disregard of the Agreement) any errors, inconsistencies, omissions, or discrepancies in the Agreement relating to Supplier's ability to perform the Services, or violations by Supplier (or its sub-contractors) of laws, ordinances, building codes, rules, regulations, and lawful orders of public authorities bearing on performance of the Services, and proceeds with the performance of the Services without notifying Client and without requesting new drawings, clarifications, or other instructions, Supplier shall assume appropriate responsibility for such performance and shall bear all costs of correcting any resulting errors, inconsistencies, omissions, discrepancies, violations in the Services, and other damages resulting therefrom, and such costs shall not be included in the cost of the Services or cause an adjustment to the Price.

6.11 Supplier agrees to cooperate with Client and Client's representative(s) and any other professionals and consultants retained by Client or Client's representative in furthering the interests of Client.

Representations and warranties for Products

6.12 Supplier represents and warrants that it has and shall have at all times during the term of the Agreement all the equipment, qualifications, authorizations and permits necessary to supply the Products to Client and that the Products fully comply with all applicable laws and regulations.

6.13 Supplier represents and warrants the proper quality and good operation of the Products delivered to Client.

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6.14 Furthermore and without limiting the generality of clause 6.13, Supplier represents and warrants that:

- a. it is the full owner of the Products;
- b. the Products are suitable for the purpose for which they are intended;
- c. the Products are new, state of the art, of good quality and free of defects in materials, design, processing, fabrication, construction and measurement, as well as free of defects in the parts and/or materials used. In particular, Supplier warrants that the Products are free of defects that may make them unsuitable for the intended use or that may appreciably reduce their value;
- d. the Products are fully in compliance with the Agreement as well as with all the applicable laws and regulations including technical or other rules applicable to the Supplier's industry and, if applicable, the Client's (technical) specifications and/or the Client's code of conduct, safety regulations or other rules which are reasonably provided or made accessible by Client.

6.15 Supplier represents and warrants that the Products do not infringe any intellectual property rights of any third party and are free from any restrictions, rights (including the property right), real guarantees or other claims of third parties and that Client shall have unrestricted use of the Products.

6.16 Factory warranties on the Products supplied by the manufacturer to Supplier shall equally apply between Parties, insofar as no more extensive rights by the Client apply. Supplier shall inform Client about such warranties and the term and conditions thereof.

6.17 1 Supplier shall provide Client with a warranty for each product delivered to Client. The warranty involves that Supplier will be liable for any defects that occur in the product during the applicable warranty period. The warranty period starts on the date of delivery of the product to Client. If the product is a component part of another product the warranty period will start on the date that the other product has been put into use by Client. A standard warranty period of two (2) years shall apply unless a different warranty period has been agreed between parties in writing.

Article 7. Inspection of the Supplier's activity

Client shall at all times be entitled to monitor the activity of the Supplier and to perform any examination of the Services and/or the testing Products before delivery, during their processing, manufacture or storage, or to cause the same to be done by a third party appointed by Client.

Article 8. Delivery and Risk Allocation

8.1 Delivery of the Services and/or Products shall take place according to the method, time and place indicated by Client.

8.2 If the Agreement concerns the performance of Deliverables, such Deliverables shall be subject to acceptance by Client. Supplier is not entitled to request partial acceptance or acceptance of an unfinished Deliverable. Client shall only be under an obligation to test the respective Deliverables for acceptance after Supplier has provided Client with a written demonstration that the Deliverables are suitable for acceptance.

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8.3 Supplier shall ensure proper standard packaging and suitable transportation so that the Products reach their destination in undamaged condition. Partial deliveries are permitted only if expressly stipulated in the Agreement.

8.4 Supplier shall bear the risk of accidental damage to or destruction of the Products until delivery to and acceptance thereof by Client. In case Supplier is obliged to collect Products at Client's premises, Supplier bears the risk of accidental damage to or destruction of the Products as of handover thereof by Client to Supplier.

8.5 Title of the Products shall pass to the Client on completion of delivery to the Client, or collection by the Client (as appropriate).

8.6 If the supplier is late with the delivery of the Products and /or materials Supplier will arrange replacing Products and materials to the extent possible until the ordered Products and Materials are delivered, furthermore Supplier will pay a daily penalty of 2% for each day or delay

Article 9. Notification of defects

9.1 Client shall notify Supplier in writing of any defects in the quantity and/or quality of the Services and/or Products within a reasonable period after detection of such defect. In the event that Client and Supplier cannot come to an agreement regarding the existence of such defects, Client shall be entitled to appoint a third party in order to determine the existence of the alleged defects, such at the expense of Supplier.

9.2 In the event that the supplied Services and/or Products – as determined by the appointed third party – prove not to have any defects and meet all applicable laws as well as all requirements and specifications set out in the Agreement, Client shall reimburse the expenses paid by Supplier to the said third party after receipt of a copy of the invoice received by Supplier from the third party and in accordance with the payment term as set out in Article 10.3 of these General Conditions for Services and Products.

Article 10. Payment

10.1 Client shall pay to Supplier the Price in the amounts and according to the payment schedule set forth in the Agreement. Any changes to the Price require both Parties' written consent.

10.2 Unless agreed otherwise, the Price shall not include the following costs or compensation which shall at all times be borne by Supplier:

- (i) all costs made in relation to preparatory and other work necessary to satisfy the agreed requirements and to perform the obligations under the Agreement;
- (ii) all costs and/or taxes associated with packaging, transportation and the insurance of the transportation, loading and unloading, import duties;
- (iii) any compensation for the use, exploitation, adjustment by Client of Deliverables and/or the transfer to Client of any intellectual property rights – if any – related to the Services and/or Products.

10.3 Unless agreed otherwise in writing, Supplier shall issue an invoice, in accordance with the Agreement, only after the Services

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have been performed in full and/or after all Products have been delivered to Client.

10.4 The payment term is 30 (thirty) calendar days as of the date of the invoice, unless otherwise expressly agreed upon in writing.

10.5 If payment has not been (fully) made on the due date, Supplier shall give Client by written notice the opportunity to nonetheless provide for payment taking into account a payment term of fifteen (10) Business Days. If Client again fails to (timely) meet its payment obligations, the amounts due and payable by Client shall be increased by an annual interest of 2 percent, accruing daily after expiry of the aforementioned payment term.

10.6 Client shall be entitled to (i) suspend any payment obligation under the Agreement in the event Supplier did not (entirely) perform its obligation(s) under the Agreement, and (ii) set-off any payment obligation against any claims it may have against Supplier.

10.7 No payment nor partial acceptance or use shall constitute acceptance by Client of the Services, and/or the Product(s) or a waiver by Client of any claims against Supplier.

Article 11. Assignment

11.1 Supplier shall not be entitled to assign the Agreement nor any right or obligation arising from the same to a third party without Client's prior written consent.

11.2 Client may, subject to prior notification to Supplier, assign the Agreement to any company forming part of The July. Supplier hereby gives its irrevocable consent to such an assignment of the Agreement and undertakes

to make any corresponding declarations if required.

Article 12. Liability

12.1 Supplier shall be liable for any and all direct damages and consequential damages, losses and costs incurred by Client caused by it, its employees or any third parties engaged by it in connection with the Agreement and resulting from non-performance under the Agreement or any acts or omissions in connection with the Agreement.

12.2 Supplier shall indemnify Client against all claims of third parties in connection with the Agreement, unless such claim is the consequence of intent or gross negligence on the part of Client. Such indemnification shall also concern all damages, losses and costs incurred by Client in relation to such claims.

12.3 For the duration of the Agreement and for a period of six (6) years thereafter, Supplier shall maintain in effect appropriate liability insurance policies (including for product liability and recall, professional liability and third-party liability and a liability for accident and injury to employees) with an internationally reputable insurance company, providing for coverage of at least EUR 5.000.000,00 per year. At the request of Client, Supplier shall provide appropriate details of the insurance policies, as well as evidence that insurance premiums have been paid timely. Supplier shall immediately inform Client of any event that might affect the insurance cover required pursuant to this clause.

12.4 Subject to article 12.5, Client shall not be liable for any damages, losses or costs caused

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by it, its employees and/or third parties that it engages in connection with the Agreement, unless such damages and/or costs have been caused due to intent or gross negligence on the part of Client, its employees and/or third parties engaged by it. In such event, Client shall only be liable for direct damages and costs sustained. Under “direct damages and costs” is exclusively meant:

- a. property damage;
- b. reasonable costs to prevent or limit the damage which could be expected as a result of the event given rise to the Client’s liability;
- c. reasonable costs for determining the nature and scope of the damage as far as this determination concerns the determination of the damage within the meaning of this article.

Article 13. Termination

13.1 Unless otherwise agreed in or following from the nature of the Agreement, each Agreement shall be entered into for an indefinite period.

13.2 In the event that Parties entered into an Agreement for an indefinite period, Client shall at all times be entitled to terminate, fully or partially, the Agreement by giving written notice and taking into account a notice period of 30 (thirty) calendar days as of the date of the aforementioned notice. In case of such termination, Client shall not be liable for any costs or damages suffered by the Supplier in connection with this termination.

13.3 Each Party may terminate or rescind an Agreement without prior sending of a notice of default and with immediate effect, in the event that during the term of such Agreement:

- the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- a request to take any step or action described above in respect of the other Party has been filed by a third party;
- moratorium of payments has been granted to the other Party;
- a seizure under a warrant of execution is made in respect of assets of the other Party as far as these assets are essential to the execution of the Agreement;
- the other Party is being dissolved or has factually ended all its activities;
- criminal proceedings have been initiated against the other Party and/or its representative and/or director;
- the other Party and/or its representative and/or director are subject of negative statements in (social) media which might cause damages to the Party’s reputation or image such to Party’s reasonable judgement.

C. OTHER PROVISIONS

Article 14. Intellectual property

14.1 Upon expiry or termination of the Agreement for whatever reason, Supplier shall immediately return all Materials to Client. The

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property and all the intellectual property rights related to the Material and any subsequent modification belong fully and exclusively to Client.

14.2 Supplier hereby exclusively and irrevocably assigns and transfers to Client – to the extent permitted by law and with full title guarantee – all rights, title and interest, including and without limitation copyright and other intellectual property rights in and to the Deliverables. In the event that further (legal) acts are required to effectuate such transfer, the Supplier shall perform such acts without further delay.

14.3 Supplier shall obtain from any third party involved in the performance of the Agreement as per article 4 and transfer to Client the property and all the intellectual property rights – if any - related to the Deliverables as fully or partially provided by such third parties or in which they may have any direct or indirect interest or right. For the avoidance of doubt, no fees or payments shall be due to Supplier by Client in connection with such transfer.

14.4 Supplier expressly authorises Client to fully and exclusively assign and transfer – to the extent permitted by law – all and any (intellectual property) rights referred to above to its successors, assigns, licensees or any other third party.

14.5 In the event that mandatory legal provisions, which cannot be deviated from by agreement, prevents the assignment and transfer of intellectual property rights related to the Deliverables as provided by article 14.2 and 14.3, Client shall have the exclusive right to exploit, use and adjust such Deliverables all free of charge. Such right shall be worldwide,

perpetual, irrevocable, transferable and sub-licensable. Supplier shall procure authorisation of third parties in this respect as far as necessary.

14.6 Supplier represents and warrants that Services do not infringe the intellectual property rights of any third parties and shall indemnify Client against all claims of such third parties in connection with any infringement of such rights. Such indemnification shall also concern all damages and costs incurred by Client and companies affiliated with Client in relation to such claims.

14.7 The Supplier shall procure that its employees, sub-contractors or other third parties used by the Supplier in connection with the performance of the Agreement shall unconditionally and irrevocably waive all of their moral rights described in Chapter 4 of Part 1 of the Copyright Designs and Patents Act 1988 (or any similar or equivalent legislation anywhere in the world) in respect of the Deliverables.

14.8 Client prohibits Supplier from posting any content related to Client's services, products, or brand on social media without prior written consent. Supplier may include such content in personal portfolios solely to showcase professional work, provided it does not violate confidentiality or intellectual property agreements. Unauthorized posts may result in legal action and/or contract termination. Client reserves the right to request removal of unauthorized content and pursue legal remedies.

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Article 15. Force majeure

15.1 Force Majeure means unforeseen events, wars, fires, explosions, accidents, floods, sabotage, lack of adequate fuel or energy, raw materials, containers, transport for causes beyond the reasonable control of a Party; (labour) strikes, lock-outs or injunctive measures (it being understood that no Party shall have to resolve a labour conflict against its own best interests), compliance with state laws, rules, regulations or resolutions, or total failure of machinery, apparatus or processes; or any other cause whether or not stated above which impedes or delays performance of the Agreement, derived or attributed to the actions, events, omissions or accidents beyond the reasonable control of the affected Party.

15.2 A Party shall not be responsible for any failure to or delay in the performance of its obligations under this Agreement if such failure or delay is due to an event of force majeure.

15.3 In case of an event of Force majeure, the Party prevented from or delayed in performing its obligations shall (i) immediately notify the other Party giving full particulars of the event of Force majeure and the reasons for the event of Force majeure preventing that Party from, or delaying it in performing its obligations and (ii) use its reasonable efforts to mitigate the effect of the event of Force majeure upon its performance.

15.4 Neither Party shall be liable to the other Party for (i) any (delay) costs, losses, expenses, damages in any way incurred by the other Party due to an event of Force majeure; or (ii) the payment of any part of the Price.

Article 16. Confidentiality

16.1 Each Party is required to observe strict confidentiality with regards to all of the information it may obtain in connection with the Agreement or the performance thereof, including the nature of, the reason for and the result of the Agreement. Parties undertake to also make their employees and/or sub-contractors and/or third parties, entrusted with the performance of the Agreement, comply with the obligations provided for in this Article 16.

16.2 All the confidential information mentioned in Article 16.1 above, placed at disposal during the performance of the Agreement, including their copies, shall be returned or destroyed upon termination for any reason of the Agreement and in any event at any time upon the other Parties written request.

16.3 Disclosure of confidential information to third parties is permitted only (i) upon written consent to be given by the other Party; (ii) if required by mandatory provisions of law or regulation or by orders of any judicial authority (in such cases Parties must give prompt notice in writing to the other Party and enclose in such notice copies of the relevant documents and information that it has been requested to disclose) or (iii) of elements, events, acts which are already in the public domain other than due to a breach of this Article 16.

16.4 Supplier shall only after prior written approval from Client be allowed to publicly mention any collaboration with Client.

Article 17. Applicable law and competent court

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17.1 These General Conditions for Services and Products and all Agreements shall exclusively be governed by the laws of The Netherlands..

17.2 The court of Amsterdam, The Netherlands shall have jurisdiction to the exclusion of any other court for all disputes arising in relation to the Agreement, including disputes regarding the existence and validity thereof.

Article 18. Notices

18.1 Unless otherwise agreed in writing, all communication and notices made by the Parties pursuant to or in relation to the Agreement shall be in writing, in English, and by electronic mail, unless provided otherwise by law.

18.2 Any non-electronic communication and notices by a Party shall be delivered at the other Party's registered office and by immediately providing a scanned copy thereof via electronic mail.

18.3 Any changes in (i) a Party's registered office, (ii) contact persons indicated to receive notices and/or their e-mail addresses shall be immediately notified to the other Party in accordance with the terms of this Article 18.