

1. DEFINITIONS AND INTERPRETATION

In these Conditions:

- 1.1 Defined words and expressions have the meanings set out at www.sofisglobal.com unless the context otherwise requires;
- 1.2 references to the defined term Conditions are to the terms and conditions set out in this document;
- 1.3 all headings are for ease of reference only and will not affect the construction or interpretation of these Conditions;
- 1.4 unless the context otherwise requires:
- 1.5 references to the singular include the plural and vice versa and references to any gender include every gender;
- 1.6 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.7 references to any statute or statutory provision include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.8 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 1.9 the meaning of general words introduced by the word "other" or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- 1.10 references to "in writing" or "written" include e-mail;

2. CONTRACT FORMATION

- 2.1 Any quotation given by the Supplier will be valid for 30 days from and including its date, and will constitute an invitation to treat and not an offer.
- 2.2 The Order constitutes an offer by the Customer to purchase Goods and Services from the Supplier on these Conditions. A Contract for the supply of Goods and Services by the Supplier to the Customer on these Conditions will be formed when the Supplier issues an Order Acknowledgement to the Customer. The Supplier is under no obligation to accept the Order and in case of conflict between the Order and the Order Acknowledgement, the latter will take precedence.
- 2.3 These Conditions are the only terms and conditions on which the Supplier will supply goods and services to the Customer and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- 2.4 The Contract can be cancelled or terminated in the interim (*tussentijds opzeggen*) by the Customer before to the actual production of the Goods with the prior written consent of the Supplier and under the conditions that the Customer indemnifies all costs incurred, which shall at consist of the following costs at the different stage of the design and production process as set out in the Contract:
 - 2.4.1 between the formation and during 10 days thereafter: 0% of the Price and Charges except for not returnable out-of-expenses by the Supplier;
 - 2.4.2 before data collection and detailed design work with regard to the Goods: 15% of the Price and Charges;
 - 2.4.3 during detailed design work of the Goods: 30% of the Price and Charges;
 - 2.4.4 after completion of the design work of the Goods: 60% of the Price and Charges;
 - 2.4.5 after production of Goods have commenced: 100% of the Price and Charges.
- 2.5 The Supplier will be entitled, at its discretion, to deliver Goods by separate instalments. The Supplier will be entitled to invoice the Price for each instalment separately in accordance with Condition 7.5. Each instalment will be deemed to be a separate contract and no cancellation or termination of any one contract relating to an instalment will give the Customer the right to cancel or terminate any other or subsequent contract.

3. THE GOODS

- 3.1 The Supplier will obtain the Customer's prior approval in order to:
 - 3.1.1 vary the design, finish or Specification of Goods and/or their packaging; and/or
 - 3.1.2 substitute any materials or parts which are used in Goods and which are unavailable for any reason with alternative materials or parts, unless the variation or substitution is necessary to comply with Applicable Law, in which case the Supplier will use reasonable endeavours (*zich inspannen*) to give the Customer prior written notice of any such variation or substitution.
- 3.2 With the exception of the Specification, all samples, drawings, descriptive and illustrative matter and advertising issued or published by the Supplier (or the manufacturer of the Goods) are for the sole purpose of giving an approximate idea of the relevant Goods.

4. DELIVERY

- 4.1 Unless otherwise specified in the Contract, the Goods will be Delivered Ex Works (as such term is defined in most recent of the Incoterms) at the location specified in the Contract. Delivery of the Goods will be deemed to occur when the Supplier completes its Delivery obligations under that Incoterm or as otherwise set out in the Contract. To the extent that the Order Acknowledgement sets out that the Goods will be Delivered pursuant to an Incoterm, and where there is any conflict or inconsistency between Incoterms and these Conditions, the

Incoterms will take precedence. In case of Ex Works Incoterm, the Customer will provide a proof of exit to the Supplier within 5 Business Days from and including the date of Delivery.

4.2 The Supplier will use reasonable endeavours (*zich inspannen*) to Deliver the Goods on the estimated date set out in the Contract, but time for Delivery of the Goods will not be a strict deadline (*fatale termijn*). Any Delivery dates given by the Supplier are estimates only.

4.3 If the Goods have not been Delivered under Condition 4.1 within 10 Business Days from and including the estimated Delivery date set out in Contract, the Customer will notify the Supplier in writing and, if the Supplier fails to Deliver the Goods within a further 5 Business Days of the Customer's written notice, the Supplier will refund to the Customer any monies which the Customer has already paid to the Supplier under the Contract for the Goods. Subject to Condition 10.4, the Supplier's sole Liability for its failure to Deliver the Goods will be limited to the price (exclusive of VAT) paid by the Customer in obtaining replacement goods of equivalent description and quality in the cheapest market available, less the Price of the Goods. The Customer will not otherwise be entitled to terminate, rescind or cancel the Contract or to reject any Goods by reason of a delay in Delivery or failure to Deliver.

4.4 If i) Delivery occurs but the Customer fails to accept delivery of the Goods, ii) Customers fails to collect the Goods, or iii) Delivery is delayed caused by the Customer, the Supplier will be entitled to:

- 4.4.1 store or arrange for storage of the Goods until the Customer accepts delivery of them or they are disposed of under Condition 4.4.2 (as applicable) and to take such action as it considers necessary to attempt to re-deliver the Goods to the address specified in the Contract.
- 4.4.2 treat the Contract as repudiated by the Customer and dispose of the Goods in any way it sees fit, including by sale to another person. If the Supplier sells any of the Goods under this Condition 4.4.2 at a price which is less than the relevant Price plus any relevant packaging, insurance, carriage and delivery costs, the Supplier will be entitled to charge the Customer for the shortfall; and
- 4.4.3 charge the Customer for all costs and expenses which the Supplier incurs under Conditions 4.4.1 and 4.4.2.
- 4.4.4 invoice the Customer for the Goods when storage is beyond 30 days. The Customer is required to sign a Transfer of Title document provided by the Supplier.

4.5 The Customer will ensure that any Goods and/or Services that the Customer purchases or receives from the Supplier under the Contract will not be received, imported, exported, re-exported, transferred, sold or used except in compliance with (i) all Applicable Laws relating to import, export control and sanctions, as they may be amended from time to time, including without limitation those of the United States of America, the European Union, the United Kingdom, and the jurisdictions in which the Customer and the Supplier are established, conduct business or from which the Goods and/or Services may be supplied; and (ii) the requirements of any licences, authorisations or licence exceptions relating to the receipt, import, export, re-export, transfer use or sale of the Goods and/or Services.

5. INSPECTION AND ACCEPTANCE

- 5.1 The Customer will duly inspect the Goods on Delivery and will within 15 Business Days from and including the date of Delivery give written notice to the Supplier of any breach of the warranty in Condition 8.1 in relation to those Goods.
- 5.2 If the Customer does not give notice to the Supplier under Condition 5.1 in respect of the Goods, the Customer will be deemed to have accepted the Goods on expiry of the 15 Business Day period from and including the date of Delivery.

6. PASSING OF RISK AND RETENTION OF TITLE

- 6.1 Risk of damage to or loss of the Goods will pass to the Customer on Delivery.
- 6.2 Subject to Conditions 6.3 and 6.4, ownership of the Goods will not pass to the Customer until the Supplier has received in full in cleared funds:
 - 6.2.1 all sums (including the Price) due to it in respect of the Goods; and
 - 6.2.2 all other sums which are or which become due to the Supplier from the Customer on any account whatsoever.
- 6.3 The Customer may resell the Goods if that is in the ordinary course of its business and, if it does so, ownership of the Goods will pass to the Customer immediately prior to the Customer entering into a binding contract for the sale of those Goods.
- 6.4 The Supplier may, by giving written notice to the Customer, pass ownership of the Goods (or any of them) to the Customer at any time before such ownership would otherwise have passed to the Customer.
- 6.5 Until ownership of the Goods has passed to the Customer, the Customer will:
 - 6.5.1 receive the Goods under the retention of title by the Supplier (*onder eigendomsvoorbehoud*) as the Supplier's holder (*houder*);
 - 6.5.2 store the Goods (at no cost to the Supplier) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Supplier's property;
 - 6.5.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.5.4 maintain the Goods in satisfactory condition; and
 - 6.5.5 keep the Goods insured for their full price against damage or loss on an "all risks" basis.
- 6.6 The Customer's right to hold, use and resale of the Goods will terminate (*eindigen*) immediately if, before ownership of the Goods passes to the Customer in accordance with Conditions 6.2, 6.3 or 6.4:
 - 6.6.1 the Customer becomes Insolvent;
 - 6.6.2 the Supplier gives the Customer written notice that it has any reasonable concerns regarding the financial standing of the Customer;

6.6.3 the Customer fails to pay any sum due to the Supplier under the Contract on or before the due date;

6.6.4 the Customer encumbers or in any way charges any of the Goods; or

6.6.5 the Contract ends or terminates for any reason.

6.7 Once the Goods are Delivered to the Customer, the Supplier will be entitled to recover payment for the Goods (including the Price) notwithstanding that ownership of any of the Goods has not passed from the Supplier.

6.8 The Customer grants, and will procure that the owner of any third party premises grants, the Supplier, its agents, employees and subcontractors an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to hold, use and resale has terminated, to recover them.

6.9 Where the Supplier is unable to determine whether any goods are the Goods in respect of which the Customer's right to hold, use and resale has terminated, the Supplier will be deemed to have sold all goods of the kind sold by the Supplier to the Customer in the order in which they were invoiced to the Customer.

6.10 If the Customer's right to hold, use and resale of the Goods terminates in accordance with Condition 6.6, the Supplier will be entitled to issue the Customer with a credit note for all or any part of the Price of the Goods together with value added tax thereon.

6.11 The Supplier's rights contained in this Condition 6 will survive expiry or termination of the Contract however arising and shall be without prejudice to the Supplier other rights and remedies.

7. PRICE AND PAYMENT

- 7.1 The Customer will pay the Prices and Charges to the Supplier in accordance with this Condition 7.
- 7.2 Depending on the method of Delivery and where set out in the Contract, the Prices and Charges may be exclusive of packaging, insurance, carriage and delivery costs and Expenses and, in such case, these may be payable by the Customer in addition to the Prices and Charges.
- 7.3 Any sum payable under the Contract is exclusive of VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time.
- 7.4 The Supplier will be entitled to vary the Prices and/or Charges at any time by giving written notice to the Customer to reflect any variation in the cost of supplying the Goods and/or Services which arises as a consequence of: (i) any change in Applicable Law; (ii) any variation in the Customer's requirements for the Goods and/or Services; (iii) any information provided by the Customer being inaccurate or incomplete; or (iv) any failure or delay by the Customer in providing information.
- 7.5 Unless otherwise notified to the Customer by the Supplier (for example where the Supplier has notified the Customer that the Goods/Services require upfront payment or where the Supplier exercises its discretion to ask for upfront payment where the Supplier has concerns about the Customer's creditworthiness), the Supplier will invoice the Customer for the Prices for the Goods and any packaging, insurance, carriage and delivery costs payable by the Customer in addition to the Prices and the Charges and any Expenses payable by the Customer in addition to the Charges following Delivery.
- 7.6 If the Contract includes a documentation milestone, this milestone will be invoiced by the Supplier after completion of the documentation requirements. In case the Customer does not provide feedback to draft documentation provided by the Customer within 4 weeks after receipt, the documentation will be considered to be completed and will be invoiced by Supplier.
- 7.7 Any claim regarding a (pro-forma) invoice shall be made by Customer within 10 Business Days after receipt of the invoice. Upon expiration, no claim will be accepted and the invoice will be considered as accepted by Customer.
- 7.8 Each invoice will be payable by the Customer within 30 days, or as per agreed payment terms set agreed for the Contract, following the date of the Supplier's invoice. All payments will be made in EUROS (or such other currency as may be stated on the Supplier's invoice) in available cleared funds by electronic transfer to such bank account as the Supplier may nominate from time to time.
- 7.9 Notwithstanding any purported contrary appropriation by the Customer, the Supplier will be entitled, by giving written notice to the Customer, to set off any payment by the Customer to any invoice issued by the Supplier.
- 7.10 If any sum payable under the Contract is not paid on or before the due date for payment, the Supplier will be entitled to charge the Customer statutory commercial interest on that sum from the due date until the date of payment (whether before or after judgment).
- 7.11 If the Customer fails to make any payment due to the Supplier under the Contract or any other contract between the Customer and the Supplier within 10 Business Days after the due date, the Supplier will be entitled to withhold further deliveries of goods and to suspend or terminate provision of the services until that payment has been made (whether the Goods/Services under the Contract or whether the goods/services under any other contract).
- 7.12 A claim or a call of warranty does not affect Customer's obligation to pay the other invoices due at the time of claim and does not entitle Customer to suspend any payment to Supplier
- 7.13 If the Customer becomes Insolvent all invoices issued by the Supplier will immediately become due and payable.
- 7.14 Save as otherwise expressly provided in these Conditions or required by Applicable Law, all payments to be made by the Customer to the Supplier under the Contract will be made in full and without any set-off or any deduction or withholding including on account of any counter-claim.

7.15 Following expiry or termination of the Contract, for whatever reason:

7.15.1 the Supplier will be entitled to invoice all Prices and Charges and any packaging, insurance, carriage and delivery costs and Expenses incurred which have not yet been invoiced; and

7.15.2 all invoices (including any invoices issued under Condition 7.15.1) will become immediately due and payable by the Customer.

7.16 The Customer agrees to provide the Supplier with access to and training on any online portals or systems required for invoicing purposes at least 10 business days prior to the date of Delivery.

8. WARRANTY

8.1 The Supplier warrants to the Customer that for a period of twelve months from Delivery (the "Warranty Period") the Goods will, subject to Condition 5.1, conform to the Specification in all material respects; and

8.2 If, at any time during the Warranty Period, the Customer becomes aware of a breach of the warranty at Condition 8.1, the Customer will:

8.2.1 give written notice of the breach to the Supplier, such notice to be given within 5 Business Days after the Customer becomes aware of the breach and prior to expiry of the Warranty Period;

8.2.2 at the Supplier's option either return to the Supplier (at the Customer's cost) the relevant Goods or permit the Supplier or its agent or subcontractor to inspect it at the Customer's premises; and

8.2.3 provide to the Supplier all information and assistance which the Supplier may reasonably require to investigate the alleged breach.

8.3 Subject to Condition 10.4, the Supplier's only Liability for breach of the warranty at Condition 8.1 will be, at the Supplier's option, to repair or replace the relevant Goods.

8.4 The Customer's sole remedy for breach of warranty or non-conformity will be as set out in Condition 8.3.

8.5 Subject to Condition 10.4, the Supplier will not have any Liability or any other obligation for a breach of the warranty at Condition 8.1 or otherwise if:

8.5.1 the Customer does not comply with its obligations at Condition 8.2 in respect of the breach;

8.5.2 notice of the breach should have been but was not given to the Supplier under Condition 5.1;

8.5.3 the relevant defect was caused by damage in transit after Delivery;

8.5.4 the relevant defect was caused by fair wear and tear;

8.5.5 the relevant defect was caused or exacerbated by improper use, handling, alteration, installation, repair, maintenance, storage or failure to comply with instructions provided by the Supplier or the manufacturer; or

8.5.6 the Customer makes further use of the relevant Goods after discovering the relevant breach. The warranty under Condition 8.1 will apply to any Goods which are repaired or replaced under Condition 8.3 for the remainder of the original Warranty Period.

8.6 Subject to Condition 10.4 all the Customer's other rights, claims and other remedies by law are expressly excluded.

9. SERVICES

9.1 The Supplier undertakes to the Customer that it will provide the Services with reasonable care and skill.

9.2 The Supplier will use reasonable endeavours (*zich inspannen*) to provide the Services on the estimated performance date set out in the Contract, but time for provision of the Services will not be a strict deadline (*fatale termijn*). Any performance dates given by the Supplier are estimates only.

10. EXCLUSIONS AND LIMITATIONS OF LIABILITY

10.1 Subject to Condition 10.4, the Supplier's entire Liability for any non-delivery of Goods or failure to deliver the Goods in accordance with the timescales set out or referred to in the Contract will be as set out in Condition 4.3 and the Supplier will have no other Liability for any such non-delivery or failure to deliver. Such Liability will be subject to Condition 10.2 and will be taken into account in calculating whether the financial limit in Condition 10.2 has been reached.

10.2 Subject to Condition 10.4, the Supplier's maximum aggregate Liability will be limited to Direct Damages to a sum that is equal to 100% of the Price payable under the Contract. Direct Damages exclusive means the reasonable costs the Customer would have to incur to (i) have the Supplier's performance fulfil the Contract, (ii) determine the cause and extent of such damages and (iii) prevent or reduce such damages provided that the Customer proves such reasonable costs have resulted in a reduction.

10.3 The Supplier's liability for other damages than Direct Damages is expressly excluded:

10.4 Nothing in the Contract will operate to exclude or restrict one party's Liability (if any) to the other:

10.4.1 caused by intent (*opzet*) or wilful recklessness (*bewuste roekeloosheid*) of a party or its managerial staff (*bedrijfsleiding*); and

10.4.2 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its Liability.

10.5 All Customer's rights and claims shall lapse (*vervallen*) by the mere expiry of one year after the right or claim arose.

10.6 The exclusions from, and limitations of, liability set out in this Condition 10 will be considered severally. The invalidity or unenforceability of any one sub-clause or clause will not affect the validity or enforceability of any other sub-clause or clause and will be considered severable from each other.

10.7 Any and all exclusions and limitations of the Suppliers liability in the Contract shall also apply for the benefit of any person who the Supplier engages in the performance of the Contracts. This Condition 10 is construed to be an irrevocable third-party clause (*onherroepelijk derdenbeding*) for the benefit of any such person and any of its Group Members and the

financial limits on liability set out in Condition 10 are the maximum liability of the Supplier and its Group in aggregate.

11. INTELLECTUAL PROPERTY

11.1 Nothing in the Contract will operate to transfer to the Customer or to grant to the Customer any licence or other right to use any of the Supplier's Intellectual Property Rights, save that the Customer may use the Supplier's Intellectual Property Rights in the Goods and Services solely to the extent necessary to use the Goods and Services for the purpose for which they were supplied.

12. CUSTOMER OBLIGATIONS

12.1 The Customer will:

12.1.1 provide the Supplier with all such information and assistance as the Supplier may reasonably require from time to time to perform its obligations or to exercise any of its rights under the Contract;

12.1.2 notify the Supplier within 24 hours of:

12.1.2.1 any discussions, negotiations or proposals with or to any one or more of the Customer's creditors in relation to any composition, compromise, arrangement or scheme of arrangement of debt or debts owed to any such creditor; or

12.1.2.2 any discussions, negotiations or proposals with any person in relation to the insolvency of the Customer;

12.1.3 not re-package the Goods or remove or alter any trade marks, patent numbers, serial numbers or other identifying marks on the Goods or their packaging or add any other trade marks, patent numbers, serial numbers or other identifying marks to the Goods or their packaging;

12.1.4 not alter or modify the Goods in any way; and

12.1.5 comply with the Supplier's instructions in connection with any product recall initiated by the Supplier involving the Goods (or any of them).

12.2 Notwithstanding any other term of the Contract, the Supplier will not be in breach of the Contract to the extent its failure to perform or delay or defect in performance of its obligations under the Contract arises as a result of:

12.2.1 any breach by the Customer of its obligations contained in the Contract;

12.2.2 the Supplier relying on any incomplete or inaccurate data provided by a third party; or

12.2.3 the Supplier complying with any instruction or request by the Customer or one of its employees.

13. TERMINATION

13.1 If a party:

13.1.1 commits a material breach of the Contract which cannot be remedied; or

13.1.2 commits a material breach of the Contract which can be remedied but fails to remedy that breach within 30 days of a written notice setting out the breach and requiring it to be remedied being given by the other party, the other party may terminate (*ontbinden*) the Contract immediately by giving written notice to that effect to the party in breach provided that in case of the Customer the notice to terminate is given within 30 days from the date of the material breach occurring or the Customer becoming aware of it, whichever is the later, failing which will cause the Customer's rights to lapse (*vervallen*). Parties acknowledge and agree that in any event non-payment by the Customer is considered a material breach of the Contract.

13.2 Either party may terminate (*ontbinden*) the Contract immediately by giving written notice to that effect to the other party if the other party becomes insolvent.

13.3 The Supplier may also terminate (*ontbinden*) the Contract immediately by giving written notice to the Customer if: (i) the Supplier has reasonable cause to believe that the continued performance of the Contract is or would be in breach of any Applicable Law relating to sanctions or exports imposed or re-imposed by a relevant body; or (ii) the Supplier has reasonable cause to believe that the Customer has breached or is likely to breach Condition 4.5.

13.4 Following expiry or termination of the Contract:

13.4.1 Conditions 1, 4.4, 6, 7, 8, 10, 13.4, 13.5, 15, 20, 21 and 22 will continue in force, together with any other Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract; and

13.4.2 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.

13.5 Within 30 days after the date of expiry or termination of the Contract, on request by the other party, each party will return to the other party or destroy the other party's Confidential Information.

14. FORCE MAJEURE

14.1 The Supplier will not be in breach of the Contract or otherwise liable to the Customer for any failure to perform or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event.

14.2 If a Force Majeure Event occurs the Supplier will as soon as reasonably practicable after becoming aware of the Force Majeure Event give written notice to the Customer that the Force Majeure Event has occurred; and

14.3 Subject to Condition 14.4, the Customer will not be in breach of the Contract or otherwise liable to the Supplier for any failure to perform or delay in performing its obligations under the Contract to the extent that this is due to a Force Majeure Event affecting the Supplier.

14.4 If the Supplier is affected by a Force Majeure Event the Customer will continue to pay the Supplier's invoices in accordance with Condition 7.8 in respect of any Goods and Services which the Supplier continues to supply notwithstanding the occurrence of the Force Majeure Event.

14.5 If a Force Majeure Event which gives rise to relief from liability under Condition 14.1 continues for a period of more than 120 days, either party will be entitled to terminate (*ontbinden*)

the Contract immediately by giving written notice to that effect to the other party.

15. CONFIDENTIALITY

15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, trade secrets, customers, clients or suppliers of the other party or of any member of the Group to which the other party belongs ("Confidential Information") except as permitted by Condition 15.2.

15.2 Each party may disclose the other party's Confidential Information:

15.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this Condition 15; and

15.2.2 as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 Neither party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

16. DATA PROTECTION

16.1 Each party will comply with the Data Protection Laws applicable to it.

16.2 In the event that the supply of Goods and/or Services requires the Supplier to process personal data on the Customer's behalf as data processor, this will be set out in the Order, the Data Processing Agreement will be applicable to the Contract, and the parties will comply with the Data Processing Agreement.

17. ANTI-SLAVERY

17.1 Both parties will comply with all applicable Anti-Slavery Laws.

18. ANTI-BRIBERY AND CORRUPTION

18.1 Each party will comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:

18.1.1 local and national laws in the territories in which it operates;

18.1.2 the UK Bribery Act 2010;

18.1.3 the US Foreign Corrupt Practices Act 1977; and

18.1.4 the UN Convention Against Corruption;

18.1.5 in relation to the Supplier only, comply with the Supplier Group's code of conduct relating to bribery and corruption (as amended from time to time) found at www.sofisglobal.com.

19. ASSIGNMENT AND SUB-CONTRACTING

19.1 The Supplier will be entitled to assign, transfer, charge, hold on trust for any person and deal in any other manner with any of its rights under the Contract.

19.2 The Customer will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Contract without the Supplier's prior written consent.

19.3 The Supplier will be entitled to sub-contract any of its obligations under the Contract.

19.4 The Customer will not be entitled to sub-contract any of its obligations under the Contract without the Supplier's prior written consent.

20. NOTICE

20.1 Any notice given under or in connection with the Contract will be in the English language and:

20.1.1 sent to the relevant party's address by pre-paid first class post, or airmail post or mail delivery service providing guaranteed next working day delivery and proof of delivery; or

20.1.2 delivered to or left at the relevant party's address (but not, in either case, by one of the methods set out in Condition 20.1.1); or

20.1.3 sent by e-mail to that party's e-mail address.

21. GENERAL

21.1 The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter.

21.2 If any term of the Contract is found by any court or body of authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.

21.3 No variation to the Contract will be effective unless it is in writing (not including e-mail) and signed by a duly authorised representative on behalf of the Supplier.

21.4 Nothing in the Contract and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

21.5 Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.

21.6 The Supplier's rights and remedies set out in these Conditions are in addition to and not exclusive of any rights and remedies provided by law.

22. GOVERNING LAW AND JURISDICTION

22.1 The Contract arising out of or in connection with it will be governed by and are construed in accordance with the laws of The Netherlands. The applicability of the Vienna Sales Conventions (CISG) is expressly excluded.

22.2 The competent court of Amsterdam, The Netherlands has exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract.