



General terms and conditions of Idealogy B.V.

We advise that you carefully read these General Conditions so that you are aware of your rights and duties under the Agreement between you and us. You shall be identified as the Commissioning Party.

1. In these General Conditions the following terms, identified by capital letters, shall have the following meaning:

Idealogy B.V.

the privately held company with limited liability Idealogy B.V. established in Eindhoven, incorporated under Dutch law and registered with the Chamber of Commerce under number 78047781. Idealogy B.V. has registered the trade name Idealogy and has the object of performing business consulting and –management and providing innovation services such as but not limited to:

design- and business research, business (strategy) advisory services, commercial analysis and design, new product development and/or design services, new service development and/or design services, innovation services, developing commercial strategies and models, idea generation, creative facilitation and other services and activities in the field of innovation and concept development.

Hereinafter Idealogy B.V. can also be referred to as Idealogy.;

General Conditions

these general conditions of Idealogy B.V.;

Service

the service provided by Idealogy B.V.;

Intellectual Property Rights

all intellectual property rights, such as copyrights, trademark rights, law of patents, trade name rights, database rights and related rights, including

related rights such as rights to knowhow and domain names.

Commissioning Party

you, the commissioning party and counter party of Idealogy B.V. of the Agreement;

Agreement

the agreement for services between Idealogy B.V. and Commissioning Party specifying the Services.

All Agreements must be put in writing;

Party(-ies)

Idealogy B.V. and/or Commissioning Party.

Article 2. Applicability

- 1.** The General Conditions apply to every Agreement and assignment between Idealogy B.V. and Commissioning Party. Possible general conditions of the Commissioning Party are hereby explicitly rejected.
- 2.** Derogations from and additions to the Agreement or assignment are only possible when Idealogy B.V. agrees in writing or when these derogations occur due to the stipulations described article 5.1.
- 3.** These General Conditions also apply to natural and legal persons affiliated with Idealogy B.V., for example anyone who, whether or not as an employee, performs work for Idealogy B.V. in the performance of work assigned to Idealogy B.V.
- 4.** Idealogy B.V. is entitled to amend these General Conditions unilaterally. Changes enter into force fourteen (14) days after publication. Changes in the General Conditions have no effect on an existing Agreement, unless the amended General Conditions have been actively sent to the Commissioning Party or have become known to them. If the Commissioning Party has not objected to the amended terms and conditions within 14

days after the amended terms and conditions have been sent to them or have become known to them, the amended General Conditions shall be deemed to have been accepted.

5. These general terms and conditions also apply in all cases to supplementary and subsequent orders.

6. In the event that these General Conditions deviate from the Agreement, the provisions of the Agreement will apply if and only if the Agreement consists of a written engagement letter or contract and is signed by all Parties. In all other cases, the General Conditions apply. In case of any conflict between the Agreement and these General Conditions, the General Conditions prevail.

Article 3. Establishment of the Agreement

1. Offers of Ideaology B.V. are non-committal, unless a period of validity is included in the offer. If no period of acceptance is included, the offer will always expire after 14 days.

2. If the Commissioning Party assigns without a preceding offer to Ideaology B.V., Ideaology B.V. is only bound to this assignment after it has confirmed this in writing to the Commissioning Party.

3. An offer for the provision of multiple services does not force Ideaology B.V. to the provision of a part of the Services in this offer at a corresponding amount of the price.

4. Offers, quotations and rates do not automatically apply to re-orders and/or new assignments.

5. Cost statements are not provided as standard. Unless stated otherwise, they are approximate therefore only indications. Quotations are also always free of obligation, unless agreed otherwise.

6. An order is deemed to have been accepted after Ideaology has confirmed it in writing, or after Ideaology has started to perform the requested activities.

Article 4. The Service

1. Ideaology B.V. always provides its services according an obligation of means and it will not guarantee with regard to the result of its service, unless Parties explicitly agree otherwise in writing.

2. Ideaology B.V. will implement the Agreement to the best of one's knowledge and ability and in accordance with the laid down requirements for a professional party. If and as far as a proper implementation requires this, Ideaology B.V.

has the right to let third parties execute certain activities, at the discretion of Ideaology B.V.. The applicability of article 7:404, 7:407 and 7:409 BW will explicitly be excluded.

3. All assignments shall be deemed to have been given to Ideaology B.V. and not to a natural or legal person associated with it. This applies even if an assignment has been given explicitly or tacitly to a specific person or is intended to be fulfilled by a specific person. If the engagement is fulfilled by two or more persons, joint and several liability is excluded.

4. An agreed term is considered as a final deadline, only when that is explicitly determined in writing in the Agreement. In all other cases the agreed term shall be regarded as indicative.

5. Ideaology B.V. is entitled to the execution of the activities in parts or phases, whereby every part or every phase separately can be invoiced.

6. The Commissioning Party is deemed to have given the assignment itself, unless it has been expressly stated in writing in advance that the assignment is given on behalf of a third party and Ideaology has confirmed that it accepts that third party as the Commissioning Party. In the event that more than one party is involved, the Commissioning Party and these parties must themselves ensure and guarantee unambiguous instructions to Ideaology B.V.. The parties agree that the party indicated by Ideaology B.V. on its confirmation as 'Commissioning Party' or 'principal' - or, in the absence thereof, the first mentioned applicant - shall be the lead party and that his/her instructions shall be leading for Ideaology B.V.. Unless otherwise agreed, Ideaology B.V. will also only correspond with the Commissioning Party. Ideaology B.V. shall, if so requested, or if deemed necessary, also inform other (legal) persons and parties involved of the course of the assignment and keep them informed. In case of ambiguities or discrepancies, Ideaology B.V. may require explicit instructions from the Commissioning Party. The Commissioning Party indemnifies Ideaology B.V. against claims from other involved parties or third parties with which Ideaology - given these instructions and/or method of communication - is confronted.

7. Ideaology B.V. shall at all times endeavor to perform the assignments given to it to the best of its ability. Ideaology B.V. shall not be obliged to perform work not explicitly assigned to it. Failure to perform work not explicitly instructed cannot lead to any liability. With regard to the assignment of

innovation consulting, performing design research, business analysis or to perform other work, this assignment shall in any case include the assignment to report on the developments in respect of that assignment.

8. All electronic communications, including e-mail, are considered to be in writing. The Commissioning Party and the other parties involved acknowledge that electronic communication is not safe and can be intercepted, manipulated, infected, delayed or misdirected, for example by viruses or spam filters. If the Commissioning Party acts in the exercise of a profession or business, the applicability of Article 6:227b paragraph 1 of the Dutch Civil Code, which relates to the provision of information in e-commerce transactions, and of Article 6:227c of the Dutch Civil Code, which relates to the manner in which e-commerce transactions are effected, is hereby excluded.

Article 5. Commissioning Party's obligations

1. The Commissioning Party undertakes to provide all necessary information and cooperation which Ideology B.V. requires in order to provide the Services and will do so in good time. Ideology B.V. may suspend the activities as long as Commissioning Party does not comply to the obligation in this provision. When Commissioning Party continues to not comply to the obligation in this provision after two attempts in writing to obtain the missing information or after two attempts to establish contact with Commissioning Party by Ideology B.V., Ideology B.V. may adjust the content of the Services unilaterally. Doing so does not change the existing obligations of the Commissioning Party – this explicitly also includes the remuneration and payment obligations – which are agreed in the Agreement or assignment as meant in article 4.

Ideology B.V. shall never be liable for any damage and/or delay caused by not, not timely, or flawed complying to the duty of disclosure and obligation to cooperate as referred to in this article.

2. The Commissioning Party must also inform Ideology B.V. in time and in writing of any changes in the address details, the name and other relevant details concerning the Commissioning Party and any other parties involved in the execution of the assignment. If the Commissioning Party does not comply with these obligations, this will be at his/her own risk.

Article 6. Termination of the Agreement

1. The duration of the Agreement is determined in the Agreement itself.
2. Ideology B.V. is allowed to terminate the Agreement in writing at all times with due regard to a period of notice one month. Ideology B.V. shall not be required to any form of compensation or financial remuneration caused by a (intermediate) termination.
3. Either Party will have the right to terminate the entire Agreement or partially with immediate effect, if the other party goes bankrupt or is granted a moratorium, including the case of termination or liquidation of the company of the other Party
4. If the Agreement is terminated at any time and at that moment Services have already been implemented, the already implemented Services and the related payment obligation of the Commissioning Party will not be subjected to any obligation to undo, unless the Commissioning Party can prove that Ideology B.V. is in default with regard to specifically the Services. The amounts that have been invoiced prior to the termination by Ideology B.V. regarding the proper implementation or delivered performance in the framework of the Agreement remain due in full and are repayable on demand at the moment of termination.
5. The Commissioning Party is liable to third parties for the consequences of the cancellation and will protect Ideology B.V. against resultant claims of these third parties.
6. Without prejudice to the other rights to which Ideology B.V. is entitled, in the event of force majeure it shall be entitled to suspend the execution of an order, or to dissolve the letter of engagement without judicial intervention, without being obliged to pay any compensation.
7. Ideology B.V. shall be entitled to terminate the agreement with the Commissioning Party outside of court in writing, if the Commissioning Party or any other financially responsible (legal) person designated by the Commissioning Party remains in default of fulfilment of his/her obligations, even after a written reminder has been issued.
8. Ideology B.V. is entitled, without any reminder or notice of default being required, to terminate the agreement with the Commissioning Party in writing outside of court, if the Commissioning Party and/or any other financially responsible (legal) person designated by the Commissioning Party is

granted (provisional) suspension of payments, the bankruptcy of the Commissioning Party and/or one of these other parties has been applied for, or has been pronounced, the company of Commissioning Party and/or one of these other parties is liquidated, Commissioning Party and/or one of these other parties discontinues the current company, a substantial part of the capital of Commissioning Party and/or one of these other parties has been discontinued, or Commissioning Party and/or any other, financially responsible, (legal) person appointed by him/her is otherwise not deemed capable of fulfilling his/her obligations towards Idealogy B.V.

9. Idealogy B.V. is entitled to retain the Commissioning Party's files and all correspondence relating to the Commissioning Party's files until such time as the Commissioning Party or any other person or legal entity designated by him/her has fulfilled his/her payment obligations towards Idealogy B.V.

Article 7. Remuneration and payment

1. All amounts as mentioned in an offer or Agreement are expressed in Euros and are provided excluding VAT and possible other imposed charges by the government, unless mentioned differently.

2. Commissioning Party shall settle the invoice within the period of two weeks (fourteen days) after the date of invoice. If payments are not made in due time, this instalment shall be considered as final deadline and the Commissioning Party will be in default, without further notice of default.

3. If the Commissioning Party believes that the amount of the invoice is incorrect, or that there is any other inadequacy in the invoice, it shall immediately inform Idealogy B.V. accompanied by convincing evidence of its position. Contestation of (a part of) an invoice does not suspend the payment obligation of the Commissioning Party with regard to (the undisputed part of) an invoice.

4. Idealogy B.V. is entitled to annually increase its rates without prior notice in accordance with the Consumer price index, as published by Statistics Netherlands, without this providing the right to denounce or terminate otherwise for the Commissioning Party. If an employee of Idealogy switches to a higher hourly rate as a result of his/her expertise, qualifications or increased experience, or acquires a new position, his/her previously applied hourly rate will be adjusted with immediate (and therefore interim) effect.

5. Unless otherwise agreed, the Commissioning Party will be charged a fee for all work (in retrospect) based on the hourly rates applicable at the time of execution of the work and unilaterally set by Idealogy, multiplied by the number of hours spent on an assignment. Travel time will also be charged on the basis of the hourly rate. The hourly rates may be increased by a surcharge or factor by Idealogy in the event of urgency, the need to take action outside regular office hours, or other extraordinary and unforeseen circumstances beyond Idealogy's control. Idealogy B.V. also applies fixed fees. The Commissioning Party shall be charged all costs (such as taxes, court fees, invoices from foreign colleague agencies, translation costs, etc.) relating to the execution of an order.

6. Idealogy may require the Commissioning Party to make an advance payment at any time. Idealogy shall at all times be entitled not to commence or continue the work if such an advance has not yet been paid. Idealogy shall also be entitled to discontinue/suspend the work in the event of default with regard to the payment of any (other) invoice of Idealogy. Any damage as a result of the failure to commence or the discontinuation/suspension of the work shall be borne entirely by the Commissioning Party.

7. Unless expressly agreed otherwise in writing in advance, the Commissioning Party (pursuant to Section 6:83(a) of the Dutch Civil Code) shall be in default after the expiry of two weeks (fourteen days) from the date of an unpaid invoice and shall owe Idealogy interest at the statutory (commercial) interest rate increased by 2%. All reasonable costs incurred in order to obtain compliance with one or more of the aforementioned payment obligations shall be borne entirely by the Commissioning Party.

8. If it is requested to send the invoices to a (intermediary) person or entity other than the Commissioning Party, the Commissioning Party is jointly and severally liable for the payment of the invoices, interest and costs towards Idealogy B.V.

9. Payments shall first be used to reduce all collection costs owed by the Commissioning Party, then to the interest owed and finally to the principal sum (in the order of the age of the outstanding invoices) and the interest accruing thereon, even if the Commissioning Party indicates to pay a different invoice, or if this is in favor of a different order. Settlement by the Commissioning Party is only permitted with the express written

permission of Ideology. The Commissioning Party cannot invoke suspension, discounts or other deductions. If a partial complaint is made, the Commissioning Party must pay the remaining part within the payment period.

Article 8. Intellectual Property Rights

1. All Intellectual Property Rights that rest on documents or materials that Commissioning Party delivers to Ideology B.V. in the framework of the execution of the Agreement, remain at all times with the Commissioning Party. Commissioning Party provides a worldwide, non-exclusive and sublicensable license to Ideology B.V. in order to use the delivered materials for the execution of the Agreement.
2. The Intellectual Property Rights which lie with Ideology B.V. when entering into the Agreement, remain with Ideology B.V..
3. If and to the extent that with the execution of the Agreement, Intellectual Property Rights or claims arise on the outcome of the Services, regardless of who obtained them, these Intellectual Property Rights and claims shall rest with Ideology B.V. or will become property of Ideology B.V. . It is emphasized that there will be no co-ownership of Intellectual Property Rights for any products, concepts or other results derived from the Services. If and to the extent that this agreement did not result in ownership for Ideology B.V., the Commissioning Party is required to do or not do everything that is required to make sure ownership of Intellectual Property Rights are transferred to Ideology B.V. or to make sure that Intellectual Property Rights are obtained for Ideology B.V.. If obtaining or transferring Intellectual Property Rights turns out to be not possible for Ideology B.V., then the Commissioning Party is required to create a situation in which Ideology B.V. is a registered owner of Intellectual Property Rights and the Commissioning Party will not bring any rights or claims it may have against Ideology B.V.
4. On condition that the Commissioning Party has complied to all of its (payment) obligations under the Agreement, the Commissioning Party will obtain a limited, non-transferrable, non-exclusive license in order to make use of the Intellectual Property Rights on the outcome of the services.

Article 9. Liability

1. Ideology B.V. excludes all liability for damage, including but not limited to damage caused by one or more of its employees and/or trainees and damage that can otherwise be attributed to Ideology B.V., unless the Commissioning Party proves that the damage suffered by them was caused by intent or gross negligence on the part of Ideology B.V..
2. The liability of Ideology B.V. is also limited to compensation of direct damage regardless the reason for the liability.
3. Direct damage shall only mean:
 - a. Property damage, only within the meaning of article 3 paragraph 3 of Dutch Civil Code;
 - b. Reasonable costs for the prevention of property damage, to the extent that the Commissioning Party can prove that these expenses have led to a limitation of the direct damage within the meaning of the Agreement;
 - c. Reasonably made expenses by the Commissioning Party in order to determine the cause and size of the damage, to the extent that the determination relates to the direct damage within the meaning of the Agreement;
 - d. Reasonably made costs that have to be made by the Commissioning Party in order to correspond to the performance of Ideology B.V..
4. Ideology B.V. is not liable for other damage than direct damage, such as lost profits, lost sales, loss of expected savings and other similar financial losses, as well as loss of goodwill or name or reputation and all other damage which is not covered by the abovementioned direct damage.
5. To the extent that Ideology B.V. is liable, this liability is limited to maximally the paid compensation by the Commissioning Party under the Agreement .
6. The liability will in any case be also limited to the amount which is paid out under the applicable professional liability insurance policy taken out by Ideology B.V., plus, where applicable, the amount of the deductible which is not covered by this insurance.
7. In the event that the Ideology B.V. is liable and the liability insurance referred to in Article 9.6 does not cover the liability amount or part(s) of the liability amount(s), each liability is limited to a maximum amount of 1,000 (one thousand) euros.

8. The right of the Commissioning Party to claim compensation expires at least one (1) year after the event that caused the damage took place, unless it lapses or prescribes earlier under the applicable law.

9. Ideaology B.V. excludes any liability for any inaccuracy and/or incompleteness of the literature sources consulted by Ideaology B.V. and the registers consulted by it, as well as for inaccuracies and/or incompleteness in the information provided by the Commissioning Party or other parties involved. It shall under no circumstances be liable for damages resulting from communications made at the request or with the consent of the Commissioning Party.

10. Ideaology B.V. also excludes any liability for damage attributable to third parties that it has engaged.

Article 11. Privacy

1. Ideaology respects the personal data of the Commissioning Party and the other parties involved and ensures that these are treated confidentially. Ideaology has taken technical and organizational measures to properly protect such data and asks its agents and suppliers to do the same.

2. Ideaology collects, stores, uses and communicates information obtained from the Commissioning Party and the other parties involved exclusively within the framework of the execution of the order(s) given to it, including the collection of invoices and the fulfilment of its own legal obligations. After completion of the order, this information shall be destroyed by Ideaology B.V. or returned to the Commissioning Party, unless a storage period applies, correct financial administration requires storage or if storage is desirable with a view to subsequent orders, relationship management or product development. Contact information will also be used to send newsletters and offers from Ideaology. By providing information to Ideaology, the Commissioning Party and the other parties involved agree to this.

3. Requests for inspection, correction, limitation, transfer or removal of personal data can be addressed to info@ideaology.nl. The applicant will then receive notice from Ideaology. There may be circumstances under which Ideaology cannot (fully) execute your request, for example because it is bound to secrecy, or because it is bound by professional rules or statutory retention periods.

4. The website(s) and other expressions of Ideaology may contain 'buttons' and links for the purpose of promotion or to enable the sharing via (social media) networks of third parties - such as YouTube or LinkedIn. Ideaology does not supervise these and is not responsible for the processing of data by these third parties. Use of these media is at the user's own risk. Please refer to the privacy statement included on the website www.ideaology.nl.

Article 10. Miscellaneous

1. Commissioning Party is not entitled to transfer arising rights and/or obligations from the Agreement to third parties without permission of Ideaology B.V., unless Parties have agreed otherwise in writing.

2. If any provision of this Agreement is or becomes invalid or non-binding, Parties remain bound to the other provisions. Parties shall replace the invalid provisions in proper consultation by another provision which is valid and approximates the intention of Parties as far as possible.

3. Dutch law applies to the Agreement. All disputes shall at first-instance be presented to the competent court in the district where Ideaology B.V. is located.

These general terms and conditions have been filed with the Chamber of Commerce and can be consulted and [downloaded](http://www.ideaology.nl) on the website of Ideaology: www.ideaology.nl.