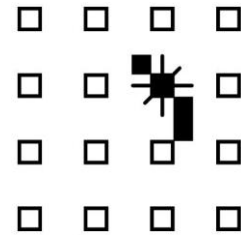


General Terms and Conditions

governing the use of RheoCube

These general terms and conditions are used by:
Electric Ant Lab B.V.
Science Park 106
(1098 XG) Amsterdam
the Netherlands
Dutch Chamber of Commerce number 62094211



1. Definitions

1.1. The following terms bear the meaning assigned to them for the purposes of these general terms and conditions:

Agreement	an agreement (oral or written) between EAL and a Contracting Party governing the use of RheoCube subject to these general terms and conditions. An Agreement must also be deemed to refer to confirmation of arrangements concerning the use of RheoCube in the form of a confirmation of an order or some other written communication (electronic or otherwise);
Authorized Users	the individual users that are allowed access to RheoCube under the conditions of these general terms and conditions;
Confidential Information	any secret or proprietary information, directly or indirectly obtained from the other Party in relation to an Agreement, whether in writing, orally or visually whether labelled or tagged as “Confidential” or not, relating directly to either Party’s business, including, but not limited to, ingredients and formulas of products of the Contracting Party, RheoCube Results, SCS Results, the simulation models in RheoCube and any amendments thereof for the Contracting Party, the content of and prices agreed upon in an Agreement, customer lists, pricing policies, operational methods, marketing plans and strategies, product development techniques or plans, methods of manufacture, technical processes, inventions and research programs, trade “know-how”, trade secrets, the (object and source codes and algorithms of the) RheoCube software and other business affairs of either Party;
Contracting Party	any party to whom EAL provides a quotation and/or with whom it enters into an Agreement, or to whom EAL supplies these general terms and conditions;
Contracting Party Materials	all information and materials (including documentation) that are provided by the Contracting Party to EAL in relation to RheoCube and/or the Services, such as ingredients and formulas of products of the Contracting Party;
Day	calendar day;
In Writing /Written	any communication by letter, email or fax;
Intellectual Property Rights	all worldwide intellectual property rights and similar and/or related rights in the broadest sense of the word, which are deemed to include – but are not confined to – (1) copyrights, (2) (registered and unregistered) design rights, (3)

trademarks, (4) trade name rights as well as (5) domain names, (6) patent rights, (7) database rights, (8) trade secrets and (9) knowhow, including any future intellectual property rights, which is also deemed to refer to any related entitlements which are or may yet be conferred under the terms of relevant national and international legislation;

EAL	the organisation which applies these general terms and conditions, Electric Ant Lab B.V., who specializes in scientific modelling & simulations;
Parties	EAL and a Contracting Party jointly;
Quotation	an oral or written offer made by EAL to supply specific Products and/or Services for a specific price;
Related Materials	all information and materials (including documentation and accompanying software) that are provided to the Contracting Party by EAL in relation to RheoCube and/or the Services, such as the simulation models used in RheoCube, specifications, manuals, instructions, brochures, analyses, reports, quotations, price lists, tags, labels and advertising materials, help or read-me files as well as any preparatory materials for same;
RheoCube	the RheoCube software developed by EAL that creates a virtual simulation environment for the design of complex fluids and exploration of their rheology and transport properties as well as all future (further developed) versions of this software;
RheoCube Results	any data and results resulting from the use of (the simulation models in) RheoCube by the Contracting Party;
Scientific Customer Support	the support of EAL where a scientist analyses the question of the Contracting Party and gives advice regarding possible simulations;
SCS Results	any data and results resulting from the Scientific Customer Support for the Contracting Party;
Services	the services of EAL related to RheoCube, including the Scientific Customer Support and Technical Support;
T&C	these general terms and conditions, including any annexes thereto;
Technical Support	the support and maintenance services which shall be provided by EAL to the Contracting Party in relation to RheoCube.

2. Scope of application

- 2.1. These T&C shall apply to all Quotations, orders and Agreements issued or received by or entered into with EAL in whatsoever form they occur, as well as any act (legal or otherwise) that is performed for the purposes of such a Quotation, order or Agreement.
- 2.2. The application of any general terms and conditions other than these T&C, howsoever such other general terms and conditions may be called and whatsoever form they may take, is explicitly

precluded. This is deemed to include procurement terms and conditions or any other general terms and conditions employed by the Contracting Party.

2.3. These T&C may also be relied upon by natural persons and legal entities that are in any way involved with carrying out any Agreement by EAL as well as the natural persons and legal entities that form EAL or that work for EAL. This stipulation constitutes an irrevocable third party clause for the natural persons and legal entities mentioned in this article. Notwithstanding the foregoing, nothing in these T&C shall give, directly or indirectly, any third party any enforceable benefit or any right of action against EAL and such third parties shall not be entitled to enforce any term of these T&C against EAL.

2.4. The Parties shall be deemed to have agreed that these T&C shall also apply exclusively in respect of any future Quotation, order or Agreement involving them.

3. Applicable provisions

3.1. Articles 2, 4-6 and 11-16 shall apply in all events.

3.2. If the Contracting Party is entitled to use RheoCube on the basis of an Agreement, Articles 7-9 shall apply.

3.3. If the Contracting Party is entitled to Scientific Customer Support on the basis of an Agreement, Article 10 shall apply.

4. Quotation, acceptance, fee and cancellation

4.1. A Contracting Party may only accept a Quotation without derogating from it. Such acceptance must occur within a period of thirty (30) Days, unless a different period is stipulated in the relevant Quotation. In the event that a Contracting Party fails to accept it on time, EAL shall not have a duty to enter into an Agreement subject to the conditions stipulated in that Quotation.

4.2. Any Quotation issued by or on behalf of EAL shall not be binding on the latter until EAL has confirmed the conclusion of the relevant Agreement, be that by means of confirmation of the order concerned or not.

4.3. Notwithstanding what is stipulated in Article 4.2., an Agreement shall nevertheless be deemed to have been concluded, if and as soon as EAL proceeds to grant access to RheoCube and/or to provide Services in accordance with the relevant Quotation which EAL has issued.

4.4. Following a request for same from a Contracting Party, EAL shall at all times be at liberty to issue a Quotation or to decline to do so. Under no circumstances shall EAL have a duty to enter into a specific Agreement.

4.5. In the event that a Contracting Party accepts a Quotation on time, EAL shall nevertheless be entitled to revoke that Quotation or to cancel the relevant Agreement within thirty (30) Days after such acceptance occurs without having a duty to provide compensation for any loss. EAL may for instance do so in the event a simulation of a system turns out not to be feasible.

4.6. In the event that a Quotation contains a manifest typing mistake, error or lack of clarity, which is at any rate deemed to include the statement of a fee which the relevant Contracting Party knew or should have known could not be realistic, EAL shall be entitled to revoke that Quotation or to cancel the relevant Agreement without having a duty to provide compensation for any loss. This

clause shall also apply in the event that the Contracting Party concerned has already accepted the relevant Quotation.

- 4.7. Where a Quotation is issued and a Contracting Party accepts it, when first requested to do so by EAL that Contracting Party shall supply a copy of valid proof of the identity of the person acting on its behalf and/or the person who is entitled to represent it.

5. Payment

- 5.1. Unless this is explicitly stipulated in the relevant Quotation or invoice or subsequently confirmed by EAL In Writing, any fees mentioned are stated in the currency referred to in it exclusive of any tax (value added or otherwise) and based on timely payment.
- 5.2. EAL shall be entitled to require payment from a Contracting Party of the entire amount invoiced for the use of RheoCube and/or the Services in advance.
- 5.3. Payment shall occur within fourteen (14) Days after the relevant invoice date and no discount, deduction, suspension or set-off shall be permitted.
- 5.4. If EAL receives payment of the full invoice amount within 7 Days, the Contracting Party is entitled to a - 2% deduction of that invoice amount.
- 5.5. EAL is entitled to send an invoice to the Contracting Party every two weeks for cloud computing costs and similar costs in relation to the use of RheoCube by the Contracting Party. The payment term of such invoice is fourteen (14) Days. Regardless of the moment EAL receives payment, it does not grant deductions for such invoices.
- 5.6. In the event Parties agree on a longer payment period In Writing, the following surcharges of the invoice amount shall apply:
if payment is received by EAL:
- within 14 - 30 Days: + 2% surcharge;
 - within 30 - 60 Days: + 4% surcharge;
 - after 60 Days: + 8% surcharge.
- 5.7. EAL is entitled to increase the prices for the use of RheoCube and the Services annually. EAL will communicate such increase at least 2 months in advance. In the event the price increase is higher than the Consumer Price Index of Statistics Netherlands [CBS] the Contracting Party shall be entitled to terminate the applicable Agreement with a term of notice of 1 month.
- 5.8. A Contracting Party shall be in default merely by virtue of the expiry of a deadline for payment without the need for any demand, notice of default or judicial intervention. In this case the Contracting Party concerned shall be liable to pay EAL default interest equivalent to 6% of the relevant invoiced amount for every month that the Contracting Party is in default of payment, where part of a month shall be treated as an entire month, subject to EAL' right to demand any outstanding amount in full with immediate effect and subject to any other rights that EAL may have, such as a claim to compensation for the entire loss which EAL has suffered and may still suffer as a result of the Contracting Party's default.
- 5.9. In the situation referred to in Article 5.8. the relevant Contracting Party shall be required to compensate EAL for all of the expenses that the latter is required to incur for the purposes of collecting the amount which is due, in so far as the Contracting Party is not a natural person who is not acting for the purposes of practising a profession or trade. This is deemed to include both

judicial and extrajudicial expenses, which shall at any rate include the actual costs incurred for legal assistance and advice (provided by an attorney, lawyer, court bailiff or any other party). These expenses shall be deemed to amount to no less than 15% of the amount payable plus value added tax subject to a minimum of EUR 250.00.

- 5.10. In the event that the Contracting Party fails to make any payment due (other than and then only to the extent that any part of such a payment is reasonably disputed by the Contracting Party) then EAL shall be entitled, without prejudice to its other rights, to suspend the Services and the provision of RheoCube.

6. Intellectual Property Rights and license

- 6.1. Each Party shall remain owner of (the Intellectual Property Rights pertaining to) its own technologies and know how existing at the time of entering into an Agreement and/or created outside the performance of an Agreement. Nothing in these T&C will serve to transfer ownership in any Intellectual Property Rights.
- 6.2. Notwithstanding the generality of the foregoing, all Intellectual Property Rights to RheoCube and/or Related Materials and/or Services shall be vested exclusively in EAL and its licensor(s).
- 6.3. EAL grants the Contracting Party a non-exclusive, non-assignable, non-sub-licensable license to use RheoCube and any Related Materials, for the sole purpose of and in accordance with the applicable Agreement and these T&C. The license is valid during the term of the applicable Agreement and for the amount of simulation computing hours and Authorized Users as specified in that Agreement.
- 6.4. The only exception to Article 6.1. is that all Intellectual Property Rights pertaining to the RheoCube Results and SCS Results shall be vested exclusively in the Contracting Party. EAL agrees not to file patent applications or similar protection for inventions arising out of the RheoCube Results or SCS Results relating to the Contracting Party.
- 6.5. The Contracting Party grants EAL a non-exclusive, non-assignable, non-sub-licensable license to use the Contracting Party Materials, for instance in relation to the Scientific Customer Support, for the sole purpose of and in accordance with the applicable Agreement and these T&C. The license is valid during the term of the applicable Agreement.
- 6.6. In the event the existing descriptions of components of EAL cannot be used for an Agreement and EAL amends the simulation models in RheoCube specifically for the Contracting Party by adding or adjusting a description of certain characteristic components, EAL shall not use such new or adjusted description for any other purpose than the performance of that specific Agreement. Notwithstanding the foregoing, nothing in these T&C shall prevent EAL from using any know how, simulation models, methods or procedures owned or developed by EAL.
- 6.7. A Contracting Party shall warrant that it will not do or fail to do anything that infringes Intellectual Property Rights held by EAL or any other party from whom EAL has obtained a licence, render such rights invalid or endanger the property of the relevant rights holder and/or EAL' licence to such Intellectual Property Rights.
- 6.8. A Contracting Party shall not be permitted to remove any indication in RheoCube or on the Related Materials concerning EAL' Intellectual Property Rights, such as a report, movie or chart generated with RheoCube.

7. Use of RheoCube

- 7.1. RheoCube is offered as Software as a Service (SaaS). For the use of RheoCube a fee per Authorized User shall be due.
- 7.2. EAL will provide the Contracting Party access to RheoCube. RheoCube will be accessible through the website <<http://www.rheocube.net>>.
- 7.3. The Contracting Party shall have the right to access and electronically display RheoCube on a digital device (such as a computer) for the purpose of the applicable Agreement and for its own use.
- 7.4. The Contracting Party is entitled to print, download and/or digitally copy the Results. Moreover, the Contracting Party is free to use the Results as it sees fit, including for amending its products.
- 7.5. The Contracting Party is entitled to contact the helpdesk of EAL from Monday to Friday during office hours with respect to any general questions it may have regarding the use or functionalities of RheoCube. The helpdesk of EAL is closed on (Dutch) holidays.
- 7.6. The Contracting Party acknowledges that RheoCube is used at the Contracting Party's sole risk and is provided 'as is' without warranty of any kind, either express or implied, including but not limited to any warranties of the added value of RheoCube for the development of products by the Contracting Party.
- 7.7. EAL may include technical measures in RheoCube that are intended to restrict unauthorized use of RheoCube or notify EAL thereof.

8. Contracting Party's obligations

- 8.1. The Contracting Party shall not permit anyone other than the Authorized Users to use or access RheoCube. The Contracting Party is obliged to keep all login information to RheoCube confidential and shall only share this information with the Authorized Users.
- 8.2. Unless explicitly agreed upon by EAL In Writing, the Contracting Party shall not, and shall not permit others to, modify, create derivative copies of or copy RheoCube or any Related Materials or reverse engineer, decompile, disassemble or otherwise reduce the object code of RheoCube to source code form.
- 8.3. The Contracting Party shall use reasonable efforts to inform Authorized Users of the restrictions on the use of RheoCube as set out in these T&C and in an Agreement.
- 8.4. In the event of unauthorized use by an Authorized User of RheoCube, EAL may bar such Authorized User's access to RheoCube or request the Contracting Party to terminate such Authorized User's access to RheoCube. EAL will inform the Contracting Party in case EAL terminates the access. Parties shall consult each other to determinate if the breach can be remedied and the access to RheoCube can be restored.
- 8.5. In case the Contracting Party or the Authorized Users fail to comply with the provisions of this clause, the Contracting Party shall indemnify EAL and hold EAL harmless for any losses, claims, damages, awards, penalties or injuries incurred by EAL or a third party, including lost fees for the use of RheoCube and reasonable legal fees.

9. Maintenance of RheoCube

- 9.1. EAL may at its sole option and expense modify, amend, expand or replace (the content of) RheoCube. EAL will strive that such alterations will lead to the same or better capabilities of RheoCube. In the event EAL makes a back-up of RheoCube, it is not obliged to store such back-up for more than twenty-four (24) hours.
- 9.2. EAL does not guarantee or warrant that the access to RheoCube will be uninterrupted or error-free, or that defects in RheoCube will be corrected. EAL is not liable for any claims or damages in case RheoCube is not accessible, except if this is the result of wilful conduct or gross negligence.
- 9.3. In the event the Contracting Party reports an error, it shall provide sufficient details of the error (preferably with screenshots) and the effect on the use of RheoCube in order to enable EAL to identify and – if necessary – resolve the error.
- 9.4. EAL shall use reasonable endeavours to resolve errors having a critical or significant impact on the use of RheoCube, for instance in case of errors that cause serious disruption or failure of RheoCube or that allow RheoCube to be used in a limited or undesirable way. EAL shall strive to resolve such errors no later than thirty (30) Days after being notified In Writing of such an error by the Contracting Party.
- 9.5. EAL shall have no obligation to solve issues having some or a minimal impact on the use of RheoCube, for instance errors that result in RheoCube being inconsistent with any documentation supplied or causing no material disruption or degradation to RheoCube, errors resulting from the use of RheoCube other than in accordance with these T&C or an Agreement or for a purpose for which it was not designed, errors resulting from a fault in any third party software operating in conjunction with RheoCube or errors resulting from circumstances that cannot reasonably be attributed to EAL.

10. Scientific Customer Support

- 10.1. The scientists of EAL are in principle available during office hours to conduct research for the Scientific Customer Support. Requests for Scientific Customer Support are scheduled on a first-come-first-serve basis and on the basis of availability. EAL will always strive to send the SCS Results to the Contracting Party as soon as possible. No deadline shall apply with respect to the delivery of the SCS Results unless Parties agreed otherwise In Writing.
- 10.2. Scientific Customer Support is only provided for the amount of hours per month agreed upon in the applicable Agreement. At the end of the month the hours for that month automatically expire. In the event the hours for a particular month have already been spent, EAL shall inform the Contracting Party accordingly. If the Contracting Party still wishes to have the Scientific Customer Support conducted, EAL will charge the Contracting Party the hourly rate mentioned in the applicable Quotation.
- 10.3. EAL may at all times rely on the information provided by the Contracting Party. EAL shall never have a duty to check whether certain information is correct. EAL shall never be liable for services supplied which incorporate or are based upon information or materials supplied by the Contracting Party.
- 10.4. On completion of the Scientific Customer Support as set out in the applicable Agreement, EAL will deliver the outcome of such support to the Contracting Party. Unless the Contracting Party has provided EAL with one or more remarks pertaining to what is delivered within 30 Days, acceptance shall be deemed to have occurred on expiry of this period.

10.5. All activities in relation to the Scientific Customer Support will be carried out by EAL on the basis of an agreement of assignment in accordance with article 7:400 of the Dutch Civil Code (DCC). Articles 7:404 and 7:407 paragraph 2 DCC are hereby excluded. A link to the articles can be found [here](#).

11. Insurance and liability

11.1. EAL shall only be liable for any loss that occurs directly as a result of foreseeable, avoidable non-compliance for which it may be held to be culpable, and which is directly related to the relevant Agreement (or its execution).

11.2. Any duty on the part of EAL to provide compensation to a Contracting Party on any grounds whatsoever shall at all times be confined to compensation of no more than any direct loss (referred to in Article 11.6.) and subject to a maximum equivalent to what EAL's insurer pays out or provides in the way of compensation in the relevant case. If so requested by a Contracting Party, EAL shall inform the latter of the insured sum.

11.3. If and in so far as EAL's professional liability insurer refrains from paying anything out or providing compensation as provided for in Article 11.2. for any reason whatsoever, any duty on the part of EAL to provide compensation on any grounds whatsoever shall be confined to the equivalent of no more than the amount invoiced by EAL under the Agreement pursuant to which the claim arose in the preceding twelve (12) months (exclusive of VAT).

11.4. If and in so far as EAL's professional liability insurer does not pay out anything or provide compensation for any reason whatsoever as provided for in Article 11.2. or the limitation of liability referred to in Articles 11.1. to 11.3. is contrary to mandatory law legislation or is not upheld by a court of law and this would mean that EAL is liable, the latter's liability or at any rate its duty to provide compensation shall be confined to no more than EUR 15,000.00 (fifteen thousand euros).

11.5. The limitation of liability referred to in Articles 11.1. to 11.4. shall cease to apply, if and in so far as the relevant loss is due to a deliberate act or omission, or wilful recklessness on the part of EAL, such to be proven by the relevant Contracting Party, unless otherwise applicable pursuant to the legally stipulated assignment of the onus of proof.

11.6. For the purposes of these T&C 'direct loss' is only deemed to refer to:

- (a) material damage inflicted on a Contracting Party's property in so far as it has occurred as a direct result of a loss-inflicting act which amounts to a breach of the relevant Agreement;
- (b) any reasonable costs which a Contracting Party needs to incur in order to ensure that EAL's performance accords with the relevant Agreement. Nevertheless, no compensation shall be provided for such replacement loss in the event that the relevant Agreement is rescinded by that Contracting Party or this occurs pursuant to a claim made by the latter;
- (c) any reasonable costs incurred for the purposes of determining the cause and scope of any loss in so far as such determination concerns a direct loss in accordance with these general terms and conditions;
- (d) any reasonable costs incurred for the purposes of preventing or limiting any loss in so far as the relevant Contracting Party can show that such costs have resulted in a limitation of any direct loss in accordance with these general terms and conditions.

- 11.7. Under no circumstances may EAL be held liable or be required to pay compensation (a) for any indirect and/or incidental loss, unless the applicable mandatory law legislation does not permit the exclusion of such loss (or part thereof) or at any rate does not permit this in its entirety. Amongst other things, 'indirect and/or incidental loss' for the purpose of these general terms and conditions is deemed to refer to (but is not confined to) consequential loss, loss of turnover and/or earnings, forgone savings, investments, any loss due to the disruption or halt of business, loss or corruption of data, any expenses incurred for the purposes of preventing, determining or limiting any indirect and/or incidental loss, and/or liability for same, and any costs incurred for the purposes of securing extrajudicial compensation for such indirect or incidental loss and/or (b) any loss resulting from the interpretation by the Contracting Party of the RheoCube Results and SCS Results as well as any amendments to (ingredients and formulas of) the products of the Contracting Party resulting from such interpretation. Should this sub clause contrary to mandatory law legislation or is not upheld by a court of law and this would mean that EAL is liable, the provisions of Articles 11.1. to 11.5. shall apply, in respect of which the limitations referred to therein shall apply in respect of the sum of any direct and indirect loss.
- 11.8. In all cases EAL shall only be liable for any culpable failure to comply with an Agreement, in the event that the relevant Contracting Party properly notifies it In Writing immediately – and ultimately within two (2) weeks – that EAL is in default, stipulating a reasonable period of time for it to remedy such non-compliance, and EAL also culpably fails to fulfil its obligations after that period of time. Such notice of default must contain as comprehensive and detailed a description as possible of that default, so as to enable EAL to respond to it appropriately.
- 11.9. Any claim against EAL for compensation shall lapse merely by virtue of the expiry of twelve (12) months after the fact occurred that led to this claim.
- 11.10. A Contracting Party shall do all in its power to limit any loss. Under no circumstances shall EAL proceed with compensation for any loss which could reasonably have been avoided.

12. Force majeure

- 12.1. A Party may not be held culpable for any failure on its part to comply with an obligation towards the other Party, where that Party has to contend with *force majeure*.
- 12.2. *Force majeure* shall at any rate include (but not be confined to) any situation in which a Party has to contend with a strike organised by a recognised trade union, war, fire affecting that Party or the cloud computing service that hosts RheoCube, any other reasons why the hosting provider cannot host RheoCube or the Contracting Party cannot reach RheoCube (such as technical or online failures, disruptive weather conditions) or here a Party is hampered in its efforts to comply with its obligations due to any act or omission on the part of the relevant public authorities (local or otherwise).

13. Termination

- 13.1. EAL shall be entitled to cancel [*opzeggen*] any Agreement by means of a registered letter subject to a term of notice of three (3) months, for instance in the event that EAL decides that it will no longer exploit RheoCube (for reasons of its own, such as if the exploitation of RheoCube is no longer practically or economically practicable). In that event the Contracting Party will receive a pro rata refund of the amounts that it has paid in advance under the relevant Agreement for the period that RheoCube cannot be used.
- 13.2. In the event that either Party believes that the other has materially breached any obligations under an Agreement - which is deemed to include any obligations pursuant to any annex to such

an Agreement - or these T&C, or if EAL believes that the Contracting Party has exceeded the scope of a license granted in an Agreement, such Party shall so notify the breaching Party In Writing. The breaching Party shall have one month from the receipt of notice to cure the alleged breach and to notify the non-breaching Party In Writing that cure has been effected. If the breach is not cured within this month, the non-breaching Party shall have the right to terminate the Agreement without further notice under reservation of all other rights. For the avoidance of doubt, if amounts due by the Contracting Party are not paid (timely), this is considered to be a material breach of an Agreement. A failure to meet a deadline by EAL shall be considered a breach capable of being remedied. This Article does not affect the rights of EAL as a result of Article 5 of these T&C.

- 13.3. Furthermore, Parties shall be entitled to terminate an Agreement with immediate effect and without being liable for any damages in the event that:
- (a) an application is filed for the other Party's bankruptcy, that the other Party files for bankruptcy itself, or it is declared bankrupt; or
 - (b) the other Party applies for or is granted a moratorium on payments (provisional or otherwise); or
 - (c) the other Party ceases to conduct its business operations (or a significant part thereof) which is deemed to include the liquidation of its business or the incorporation of that business in a company that exists or is to be established; or
 - (d) a decision is taken to dissolve or liquidate the other Party in its capacity as a legal entity; or
 - (e) the other Party loses free disposal over its assets (or part thereof), for example, due to their attachment; or
 - (f) the other Party proceeds to dispose of its assets.
- 13.4. In the event an Agreement is terminated (regardless of the ground thereof), EAL shall be entitled to charge the Contracting Party for any costs that it has already incurred or still needs to incur (including cloud computing costs and similar costs) and fees for the execution of that Agreement (or preparations for same). Any such amount shall fall due with immediate effect at the time of such cancellation or rescission.
- 13.5. Notwithstanding what is stipulated in article 13.4., in the event that a Party decides in favour of termination on the grounds of any of the circumstances referred to in Article 13.1. to 13.3., it shall under no circumstances have a duty to compensate the other Party for any loss or to refund any monies which it has already received.
- 13.6. In the event that an Agreement is terminated, EAL will transfer any RheoCube Results or SCS Results achieved until then to the Contracting Party upon request of the Contracting Party, subject to payment by the Contracting Party of all outstanding amounts.
- 13.7. The Articles 6, 11 and 14 shall survive the termination of an Agreement.

14. Confidentiality

- 14.1. Both during an Agreement and after the termination thereof, Confidential Information of a Party shall be maintained in secrecy and protected by the receiving Party, using the same safeguards

used by the receiving Party to protect its own confidential information of a similar kind and all reasonable care. Confidential Information of a Party shall only be disclosed by the receiving Party to officers and employees who have a need to know it for proper performance of an Agreement and are bound to confidentiality according to these T&C.

14.2. Each Party agrees not to use the Confidential Information of the other Party for any other purpose than the execution of the applicable Agreement and not to disclose in any manner whatsoever to any third party any Confidential Information of the other Party without the express prior written consent of the disclosing Party.

14.3. The obligations of secrecy and non-use as set forth under Articles 14.1. and 14.2. of these T&C shall not apply to Confidential Information:

- (a) already known to or otherwise in the possession of the receiving Party on an unrestricted basis at the time of receipt from the disclosing Party, as evidenced in written and dated or datable material; or
- (b) generally and readily available to the public other than due to the wrongful disclosure of the receiving Party; or
- (c) rightfully obtained by the receiving Party from any person or entity that is not a party hereto without restriction and without breach of any confidentiality obligation by the receiving Party or by the person or entity that supplies the information to the receiving Party; or
- (d) of which disclosure or use is required by a person or body having a legal right, duty or obligation to have access to the information and then only in pursuance of such a legal right, duty or obligation.

14.4. Specific information shall not be deemed to be within the foregoing exceptions merely because it is embraced by more general information in the public domain or by more general information in the possession of the receiving Party. In addition, any combination of features disclosed shall not be deemed to be within the foregoing exceptions merely because individual features are separately in the public domain or in the possession of the receiving Party.

14.5. Any Confidential Information, copies thereof obtained directly or indirectly from the other Party shall remain the property of the disclosing Party. Upon termination of an Agreement or at the request of the other Party whichever is the earliest, all documents and other materials containing Confidential Information, including all copies thereof, shall promptly be destroyed or returned by the receiving Party.

14.6. The Contracting Party shall not reverse engineer (the object and source code of) the software of RheoCube or instruct and/or assist third parties to do so.

15. Miscellaneous

15.1. EAL shall be entitled to amend or alter these general terms and conditions unilaterally by giving a Contracting Party Written notice to this effect. Such an amendment shall come into effect in relation to a Contracting Party as soon as the latter is notified of it, with a minimum of one (1) month. In the event that a Contracting Party cannot consent to the amended general terms and conditions, it shall be required to give notice of this within five (5) Days. In the latter case EAL shall be entitled to refrain from entering into any further Agreements with that Contracting Party.

- 15.2. In so far as an Agreement derogates from what is stipulated in these T&C, what is stipulated in that Agreement in respect of the relevant point shall prevail in so far as it concerns that particular Agreement.
- 15.3. Any derogating clause, addendum, amendment or other arrangement of these T&C or an Agreement shall only apply in relation to the Parties, provided that they are agreed to In Writing by the Parties and then only with regard to the specific Agreement mentioned in that respect. This requirement of written form can only be waived In Writing.
- 15.4. EAL shall be entitled to transfer (its rights and obligations deriving from) an Agreement to a third party which would acquire RheoCube from EAL or as part of a total transfer of EAL's activities.
- 15.5. The nullity or potential nullification of any clause of these T&C or an Agreement shall not mean that all of these T&C or that Agreement are or is null and void. In the event that a clause is void, the Parties shall enter into consultation with each other for the purposes of deciding on a legally valid clause to replace it to the extent that the overall meaning of that clause and these T&C or the relevant Agreement is retained.
- 15.6. EAL may employ any person, company or firm as a sub-contractor to perform all or any of its obligations under any Agreement, provided always that such employment shall not relieve EAL from any of its obligations thereunder.

16. Choice of law and forum

- 16.1. Any Agreement and these T&C shall solely be governed by and construed in accordance with the laws of the Netherlands. The application of the United Nations Convention on Contracts for the International Sales of Goods is precluded.
- 16.2. Any dispute arising between the Parties pursuant or otherwise in relation to an Agreement and/or these T&C, which is deemed to include any that is regarded as such by either Party, shall be resolved as far as possible through close consultation. In the event that Parties are unable to resolve the dispute, it shall be solely adjudicated by a competent court of law in Amsterdam, the Netherlands, unless EAL elects to institute proceedings against a Contracting Party before a competent court of law in another state or jurisdiction.