

## **Standard Terms and Conditions of Traffic Today**

### **Article 1. The contractual relationship between Traffic Today B.V. (TT) and the client**

1. The contractual relationship between TT and the client is always formed in writing.
2. TT's Standard Terms and Conditions (the Standard Terms and Conditions) govern all proposals, quotations and contracts from or with TT.
3. TT expressly rejects the applicability of the client's standard terms and conditions to proposals/quotations from, or contractual agreements with TT.
4. Agreements between TT and the client may also be confirmed digitally to each other.
5. In the event of contradictions or ambiguities, the following ranking order applies to agreements: (1) the written contract between TT and the client, (2) the underlying quotation from TT and (3) the Standard Terms and Conditions and (4) the prior correspondence between the parties.

### **Article 2. Nature and scope of the activities**

1. With respect to the service provision, TT has a duty to perform to the best of its ability in respect of the client, meaning that the agreed activities will be performed to the best of its ability. Any information from TT regarding the possible results of the activities are purely indicative by nature. There is no obligation to produce a certain result and/or any guarantee of a specific outcome, unless this was expressly agreed with the client in advance.
2. TT is entitled to have activities within the scope of the order carried out by third parties. The corresponding costs may only be passed on with prior consent from the client.
3. The agreed activities outside the scope of the order (additional work) are paid by the client on the basis of actual costs. TT is not obliged to carry out additional work.

### **Article 3. Prices and payment conditions**

1. All prices quoted by TT are in euros, exclusive of VAT and exclusive of other levies/taxes/surcharges imposed by the government.
2. All TT's costs resulting from the contract with the client are at the client's expense, unless agreed otherwise.
3. The client agrees to electronic invoicing by TT.

### **Article 4. Termination of the contractual relationship between TT and the client**

1. Except for written agreements to the contrary, the contractual relationship between TT and the client cannot be terminated prematurely during the agreed term of the contract. Unless one of the parties provides written notice that it does not wish to renew no later than three months prior to the termination date, the contract applies subsequently for an indefinite period of time.

2. Except for written agreements to the contrary, the contract for an indefinite period of time between TT and the client can be terminated in writing with due regard to a period of notice of three months. The period of notice commences on the first day of the month following the month in which the notice was given.
3. At variance with Articles 4.1/4.2, if TT introduces a price increase or increases, the client is entitled to terminate the contractual relationship in writing as of the time the price/prices has/have been increased. This termination notice shall be given within 14 days of the notification from TT, failing which the client is deemed to have accepted the price increase or increases.

#### **Article 5. Liability and losses**

1. Should the situation arise, the client may claim to have TT fulfil the agreed activities but may not claim any type of damages. The written notice of default shall provide a detailed description of the shortcoming and a reasonable period of at least two weeks for this to be remedied.
2. If the exclusion of TT's liability for reliance or additional damages is ignored in court, TT's liability for direct damage suffered is limited in all circumstances to 50% of the amount payable by the client in the context of the contract with TT, with a maximum of € 10,000. Indirect damage, such as consequential damage, loss of earnings, lost savings and/or damage due to business stoppage, is not eligible for compensation by TT.
3. The client indemnifies TT against all claims of third parties who suffer losses related to the performance of the contract for which a party other than TT can be held accountable.

#### **Article 6. Personnel of TT**

1. For as long as the contractual relationship with TT exists and for the period of one year following its expiry, the client is not permitted to employ employees of TT or to have them work for it in any other way, either directly or indirectly, in paid employment or otherwise. In the event of a breach of this prohibition, the client forfeits an immediately payable penalty of € 50,000 per breach in respect of TT. If it becomes apparent that the penalty cannot be awarded, the client is liable to pay TT reasonable compensation in respect of the costs invested in the employee in connection with secondment, recruitment and training.
2. If an employee of TT works on site, the client shall provide a safe and healthy work environment. In this context, the client is obliged to comply properly with all the legislation and regulations regarding working conditions and is obliged to ensure that the site where and the equipment and materials with which this employee performs his activities pursuant to this contract comply with all the relevant applicable safety requirements and also to do and refrain from everything that may reasonably be expected from the Host in order to prevent an employee suffering injury during the performance of the activities.

#### **Article 7. Confidentiality**

The parties shall treat the information they provide to each other prior to, during or after the performance of the contract confidentially when this information is clearly marked as confidential or when the receiving party knows or reasonably should be able to suspect that the information was intended to be confidential. The parties also impose this obligation on their employees and on third parties engaged by them to perform the contract.

#### **Article 8. Intellectual property rights**

1. Any copyrights and other intellectual property rights in respect of the services and/or products provided by TT in the context of the contract rest with TT. All other intellectual property rights, insofar as they are at the free disposal of the parties and insofar as the transfer can be effected simply by TT, shall be transferred on demand and at cost to the client, but only if and as soon as the client has met all its payment and other obligations resulting from the contract in respect of TT in full.
2. All the information and documents provided by TT are only intended for use by the client. The client is not permitted to disclose or multiply information obtained from TT in whichever form, unless TT consented in writing.
3. TT is entitled to use the knowledge and anonymised information acquired during the performance of the activities for other purposes.

#### **Article 9. General provisions**

1. Every legal relationship with TT is governed exclusively by the laws of the Netherlands.
2. If any provision from the contract with the client or the Standard Terms and Conditions proves to be invalid, this does not affect the validity of the entire contract or the integral rules of the Standard Terms and Conditions. In that situation, the parties shall adopt a new provision as a replacement, which shall express the original intention as much as possible.