

## General terms and conditions - Do The Right Thing

Version 2019-01; last amended on 20 January 2019

### Clause 1. Definitions

Capitalized terms are defined as set out in this clause and have the same meaning in the singular and plural.

1. **Account:** a personal right to access a user interface which allows the Client to use, manage and configure (certain aspects of) the Services.
2. **Agreement:** agreement(s) between the Client and Do The Right Thing on the basis of which Do The Right Thing provides its Services to the Client and of which the General Terms and Conditions constitute an inextricable part.
3. **Client:** every legal entity or natural person acting in the practice of a profession or operation of a business and with whom Do The Right Thing concludes an Agreement, or to whom Do The Right Thing makes an offer. This also refers to any person or party who enters into or has entered into negotiations with Do The Right Thing in relation to an Agreement, as well as his/her/its representative(s), authorized agent(s), successor(s) in title and heir(s).
4. **Do The Right Thing:** Do The Right Thing B.V. domiciled at Herengracht 124, 1015 BT Amsterdam and registered in at the Chamber of Commerce under number 73071013.
5. **General Terms and Conditions:** these general terms and conditions.
6. **Intellectual Property:** all intellectual property rights and related rights, including but not limited to copyrights, database rights, rights to domain names, trade name rights, rights to knowhow, trademark rights, design rights, neighboring rights and patent rights.
7. **Materials:** all works, such as website and (web) applications, software, corporate identities, logos, advertisements, concepts, illustrations, texts, documentation, advice, reports and other intellectual products, as well as preparatory Material for such work and (whether coded or not) files or data carriers on which the Materials are located.

8. **Services:** the managed SaaS service and/or products that Do The Right Thing will provide to the Client pursuant to an Agreement.

9. **Website:** Do The Right Thing's website, which can be reached via the domain [www.DoTheRightThing.nl](http://www.DoTheRightThing.nl), or subdomains and other domain extensions that belong to Do The Right Thing.

10. **Written/In Writing:** written or printed on paper, or in an email, provided the sender's identity and integrity of the content are sufficiently established.

### Clause 2. Applicability of the General Terms and Conditions

1. The General Terms and Conditions apply to all offers from and agreements with Do The Right Thing.
2. Provisions or conditions stipulated by the Client which deviate from or do not appear in the General Terms and Conditions are only binding for Do The Right Thing if and to the extent they have been established in consultation with Do The Right Thing and have been explicitly accepted by Do The Right Thing in Writing.
3. If an Agreement is established, the Client acknowledges that it has read and agrees to the General Terms and Conditions.
4. The applicability of any general, purchasing or other conditions of the Client is hereby explicitly rejected.

### Clause 3. Establishment of the Agreement

1. An Agreement is established between Do The Right Thing and the Client as the result of the Client accepting an offer from Do The Right Thing.
2. In deviation from the provisions in article 6:225 (2) of the Dutch Civil Code, Do The Right Thing is not bound by a potential Client's acceptance of an offer from Do The Right Thing which deviates from the original offer.
3. An offer is obligation-free and valid for 14 days. If the offer or accompanying letter contains a different term of validity, this different term of validity applies.
4. Do The Right Thing has the right to refuse a Client at its own discretion without reporting a reason.
5. The Agreement is in effect from the moment at which a notice containing the

Client's acceptance of Do The Right Thing's offer is received by Do The Right Thing.

6. In the event of contradiction between provisions in the Agreement, General Terms and Conditions or appendices to these documents, the following ranking applies:

- a. the Agreement;
- b. the offer;
- c. the Data Processing Agreement; and
- d. the General Terms and Conditions.

#### **Clause 4. Cooperation from the Client**

1. The Client is required to do everything and refrain from anything as is reasonably desirable and necessary to facilitate correct and timely performance of the Services. In particular, the Client must ensure that Do The Right Thing is supplied in a timely manner with all details which Do The Right Thing indicates it needs or which then Client should reasonably understand to be necessary for the performance of the Services. Any time period in which Do The Right Thing must perform the Agreement does not start until after all the details that have been requested and which are required have been received by Do The Right Thing.

2. The Client acknowledges that Do The Right Thing applies strict internal planning. If Do The Right Thing cannot perform certain activities for the Client because the Client was too late in supplying the information required, the Client will lose the work time reserved for it. Do The Right Thing will not schedule the work activities until the Client has supplied the required information. The Client acknowledges that in this case, it could be several weeks before Do The Right Thing again has the capacity to perform the particular work activities.

3. The Client is responsible for the use and application of the Services within its organization and for its internal security procedures.

4. If the Client knows or can suspect that Do The Right Thing will have to take certain (extra) measures in order to be able to satisfy its obligations, the Client will notify Do The Right Thing of this without delay. This obligation applies, for instance, if the

Client knows or should foresee that an extraordinary peak in the load on Do The Right Thing's systems will occur, which could in all likelihood cause the Services to be unavailable.

#### **Clause 5. Delivery periods**

1. After the Agreement has been established, Do The Right Thing will endeavor to perform the Services as expeditiously as possible and in accordance with the Agreement, observing sufficient care and professionalism.

2. The delivery periods cited by Do The Right Thing are set to the best of its knowledge, but any time periods cited by Do The Right Thing are only indicative and will not be regarded as deadlines, unless the parties explicitly deviate from this provision in Writing.

3. If the Client does not reject the delivered work within seven days after delivery, the delivered work is regarded as accepted.

4. If a deadline has explicitly been agreed on between the parties and Do The Right Thing fails to comply with this obligation, then Do The Right Thing owes a fine equal to 10% of the invoice price for the particular performance.

#### **Clause 6. Account**

1. Do The Right Thing will give the Client access to one or more Accounts if necessary for the performance of the Agreement. Every Account is linked to a natural person and will be accessible by entering identification and verification details (login details).

2. Accounts may not be shared between natural persons and it is prohibited to share the login details for the Services with third parties without permission from Do The Right Thing.

3. The Client is responsible for the use of the Accounts and for ensuring that it and the persons to whom it provides an Account, such as any employees of a Client, maintain the secrecy of the particular login details. The Client guarantees that it and the persons to whom it provides an Account are aware of the rules contained in clause 9 (Use and Misuse).

4. Every action performed via the Client's Account or via an Account created by the Client is regarded as taking place under

the responsibility of the Client and at the Client's risk. If the Client suspects or should reasonably suspect or know that an Account has been/is being abused, the Client must notify Do The Right Thing of this as quickly as possible so that the latter can take measures.

5. The Client and its employees, if applicable, are required to log in only via a secure (non-public) network.

#### **Clause 7. Intellectual Property rights**

1. All Intellectual Property rights to all Materials developed or made available by Do The Right Thing in the context of the Agreement are held exclusively by Do The Right Thing or its licensors.
2. Nothing in the Agreement aims to effect the whole or partial transfer of Intellectual Property rights. Intellectual Property rights can only be transferred to the Client if this is explicitly stated in the offer or Agreement.
3. The Client exclusively acquires the nontransferable, non-exclusive right, which cannot be sub-licensed, to use the Intellectual Property made available by Do The Right Thing to the extent this ensues from the purport of the Agreement.
4. Do The Right Thing guarantees that it holds the rights to provide the Services to the Client.
5. The Client guarantees that no third-party rights are opposed to Do The Right Thing's storing of data or the provision of data to Do The Right Thing otherwise. The Client indemnifies Do The Right Thing against any claim based on the allegation that the storage or provision of the data infringes any third party right.
6. If Do The Right Thing makes third-party Materials available to the Client, to which additional or different conditions stipulated by the particular third parties apply, the conditions stipulated by these third parties apply to the Client, provided Do The Right Thing has informed the Client of this. The Client accepts the third-party conditions referred to here and Do The Right Thing will send the Client the particular conditions at the latter's request.
7. The Client is not permitted to remove or

alter any designation concerning copyrights, trademarks, trade names or other Intellectual Property rights on the Materials.

8. The Client hereby gives Do The Right Thing the right to store all Materials disseminated by the Client via Do The Right Thing's systems, or pass these Materials on in the manner deemed appropriate by Do The Right Thing, however exclusively to the extent this is reasonably necessary for Do The Right Thing's compliance with the Agreement.

9. Do The Right Thing offers a managed service. However, if Do The Right Thing provides certain software 'on premises', the Client's right to use the software exclusively consists of the nontransferable and non-exclusive right, which cannot be sub-licensed, to load and run the software. The creation of a spare copy as referred to in section 45k of the Copyright Act is not regarded as necessary by either the Client or Do The Right Thing for the envisioned use and is therefore not permitted.

10. The Client is not permitted to hand over, let out, grant restricted rights to or in any way make available to third parties the aforementioned software and (information) carriers on which it is recorded (such as hard disks).

11. Do The Right Thing will not provide the Client with the source code to the software it has developed or licensed.

12. The Client accepts the aforementioned software in the condition in which it is at the time of delivery.

#### **Clause 8. Availability and support**

1. Do The Right Thing will endeavor to realize uninterrupted availability of its systems and networks and access to the data stored by Do The Right Thing. Do The Right Thing does not give any guarantees, however, about the availability of its systems or networks or the access to data.

2. Do The Right Thing will endeavor to keep the software and firmware it uses up to date. Do The Right Thing depends on its supplier(s) for this, however. Do The Right Thing has the right to decide not to install certain updates or patches if it believes this would not be conducive to correct provision of the Service or would not be to the Client's advantage.

3. Do The Right Thing has the right to (temporarily) deactivate or limit use of its system -without prior notice – but only to the extent this is reasonably necessary for the maintenance or modification of the system. The Client is not entitled to damage compensation in such cases.
4. Do The Right Thing is entitled at all times to change the systems it uses to provide the Services.
5. Do The Right Thing will endeavor to provide the Client with a reasonable level of support in the form of answering user questions via email or another manner provided on the Website.
6. If Do The Right Thing is asked to provide support with configuring specific settings or modifications, or if Do The Right Thing must perform repairs/restore work because of user errors, inexpert use or other causes attributable to the Client, Do The Right Thing can charge its regular (hourly) rates for this.
7. After delivery, Do The Right Thing will charge its support rate for user questions, unless other arrangements in this respect have been laid down in the agreement.

#### **Clause 9. Use and misuse**

1. If agreed, the Client will adhere to the limits set for disk space and data traffic. If the Client exceeds the limits, or if the Client disproportionately overloads Do The Right Thing's system, Do The Right Thing has the right to limit or suspend access to Do The Right Thing's system. Do The Right Thing also has the right to charge the Client the costs of the excess.
2. The Client guarantees that the Services will not be used for activities that violate any provisions of Dutch law or other applicable legislation or regulations. The Client must refrain from making unauthorized use of the Services and will conduct itself in accordance with what Do The Right Thing can expect of a careful user of the Services.
3. If, in Do The Right Thing's opinion, there is inconvenience, damage or another danger posed to the functioning of the computer systems or network of Do The Right Thing or third parties and/or of the service provision via internet, in particular because of (D)DOS

attacks, poorly secured systems or the activities of viruses, Trojans or similar software, Do The Right Thing has the right to take all measures it reasonably deems necessary to fend off or prevent this danger. Do The Right Thing may recover from the Client the costs reasonably necessary in connection with these measures if the Client can be blamed for the cause.

4. If Do The Right Thing receives a complaint about the Client's violation of this clause, Do The Right Thing will notify the Client as quickly as possible about the complaint or violation. The Client will respond as quickly as possible, after which Do The Right Thing will decide how to proceed. Do The Right Thing will not notify the Client of the complaint or violation if Do The Right Thing does not have the right to do so on the basis of applicable legislation and regulations or instructions from investigative authorities.
5. If Do The Right Thing is of the opinion that there is a violation, it will block access to the particular Material, without definitively deleting this Material, however (unless this proves technically impossible, in which case Do The Right Thing will make a backup). Do The Right Thing will make every effort not to affect any other Materials. Do The Right Thing will notify the Client as quickly as possible about the measures taken.

#### **Clause 10. Retention of ownership**

1. Do The Right Thing offers a managed services so this clause will not apply very often. Any items that Do The Right Thing supplies in the context of the Agreement remain the property of Do The Right Thing until the moment at which the Client has properly satisfied all its payment obligations to Do The Right Thing.
2. The Client must do everything that can be reasonably expected of it to secure Do The Right Thing's ownership rights.
3. The Client gives explicit and unconditional permission in advance to Do The Right Thing and third parties to be designated by Do The Right Thing to enter the areas where Do The Right Thing's property is located and to recover the items if the Client does not satisfy its payment obligation.

### **Clause 11. Additional work and custom services**

1. The Client can ask Do The Right Thing to perform work that does not fall within the Agreement. Do The Right Thing will plan the work and make an offer to the Client. When the Client accepts the offer, the Client will pay Do The Right Thing the costs for such (additional) work in accordance with the (hourly) rates charged at that point by Do The Right Thing. Do The Right Thing is never required to honor this kind of request for additional work. If Do The Right Thing is willing to honor a request from the Client for additional work, Do The Right Thing can stipulate conditions for this.
2. The Client accepts that any delivery periods may be affected by additional work as cited in the first paragraph of this clause. In the event of additional work, any agreed delivery periods also cease to have effect.
3. If Do The Right Thing decides to perform additional work (as referred to in the first paragraph of this clause) free of charge, Do The Right Thing always maintains its own planning and Do The Right Thing itself decides when the additional work is delivered.
4. The acceptance of additional work in no event suspends the Client's payment obligation.
5. After performing any additional work or parts thereof, Do The Right Thing will deliver the result of such work when, in its professional opinion, this work satisfies the specifications or is suitable for use. Within one week after delivery, the Client must evaluate the delivered work and approve it or reject it in Writing. If the Client does not reject the delivered work within this period, the delivered work is regarded as accepted.
6. If the Client rejects part or all of the delivered work, Do The Right Thing will endeavor to eliminate the reason for the rejection as quickly as possible. Do The Right Thing can do this by revising the result or providing a reasoned explanation of why the rejection reason is not valid. The Client then has one more week in which to approve or reject the revision or explanation.
7. If the Client still rejects all or part of the work after the revision or explanation,

Do The Right Thing has the right to charge additional costs for all subsequent revisions. If a party indicates that it does not believe there is any point in further revisions, either party can cancel the Agreement for the particular Service. In that case, the Client will compensate all costs incurred by Do The Right Thing. As a result, however, the Client is not permitted to use the rejected work in any way whatsoever.

8. After the delivered work has been accepted, any liability for defects in the delivered work lapses, unless Do The Right Thing was aware of the defect or should have been aware of it at the moment of acceptance. In any event, all liability for defects lapses after one year has passed after termination of the Agreement for any reason whatsoever.

### **Clause 12. Prices**

1. Unless explicitly stated otherwise in relation to an amount, all prices cited by Do The Right Thing are denominated in euros, excluding turnover tax (VAT) and other government levies.
2. If a price was based on information provided by the Client and this information proves to be incorrect, Do The Right Thing has the right to adjust the prices accordingly, even after the Agreement has already been established.
3. If the Agreement is a continuing performance contract, Do The Right Thing has the right at all times to adjust the prices charged with due observance of a period of 30 days after the proposed change is announced to the Client by electronic message. In the event of a price increase, the Client has the right to cancel the Agreement. If the prices charged are increased within a maximum of 5% or with reference to the relevant price index of the CBS, the Client is not permitted to cancel the particular Agreement.

### **Clause 13. Payment conditions**

1. Do The Right Thing will send an electronic invoice to the Client for the sum owed by the Client and the Client will pay this invoice in euros and on time.

2. The Client will inform Do The Right Thing as soon as possible, but in any event within 15 days, if it believes that an invoice is incorrect. If the Client objects to (the amount of) an invoice, this does not suspend its payment obligation.

3. The payment term for an invoice is 15 days from invoice date, unless stated otherwise on the invoice. If an amount owed is not paid or not paid within the payment term, the Client immediately owes the statutory interest for commercial transactions on the outstanding amount, without notice of default being required for this.

4. If the Client has not paid the amount owed within 30 days of the date of a payment reminder or notice of default, the Client is in default. In addition to the consequences stemming from the law and case law, this also has the following consequences:

- a. Do The Right Thing can pass the claim on to another party. In addition to the amounts owed, the interest owed on those amounts and any reminder costs, the Client is also required to pay reasonable collection costs.
- b. In the event of repeated late payment, Do The Right Thing is entitled to partially suspend the Services, which also includes the blocking of one or more functions that constitute part of the Services.
- c. If the aforementioned partial suspension does not result in payment in full of the outstanding amounts within 30 days, Do The Right Thing has the right to terminate or fully suspend the performance of the Agreement or any portion thereof not yet performed, without (further) warning or court intervention, until the outstanding amounts, interest and the like have been paid, without being liable for any damage that may arise for the Client as a result.

5. A claim for payment is immediately due and payable if the Client is declared bankrupt, applies for a moratorium on payments or the Client's entire assets are attached, as well as if it goes into liquidation or is dissolved.

6. Do The Right Thing always has the right to demand payment- before performing the Agreement or continuing performance - that

the Client furnish adequate security that it can and will satisfy its payment obligations.

7. Parties are not allowed to set-off Do The Right Thing has the right to set off amounts received or owed.

#### **Clause 14. Confidentiality and personal data**

1. The parties will treat confidentially the information they provide to each other before, during or after performance of the Agreement if this information is reasonably to be understood as confidential, has been marked confidential or if it has been explicitly indicated in advance that it is confidential (**Confidential Information**). The parties also impose this obligation on their employees as well as the third parties engaged by them for performance of the Agreement.

2. The obligation to observe secrecy does not apply for Confidential Information that:
- a. is public or becomes public even without the receiving party violating its duty of secrecy;
  - b. was provided to the receiving party by a third party lawfully without any obligation to observe secrecy;
  - c. can be demonstrated to have been lawfully in the receiving party's possession even before receipt;
  - d. is contained in a Written document labeled by the other party as nonconfidential;
  - e. the receiving party shares with a third party on grounds of a statutory obligation.

3. The obligations in relation to secrecy remain in existence even after termination of the Agreement for any reason whatsoever, for as long as the party that provides the information can reasonably claim the confidential nature of the information.

4. If, when providing its Services, Do The Right Thing processes personal data, the Client guarantees to Do The Right Thing that the processing of personal data does not infringe any third-party rights and is not unlawful in the sense of the applicable privacy legislation and regulations.

5. The Client is itself responsible for complying with the applicable privacy legislation and regulations and will also be designated as the 'controller' in the context of this legislation and regulations. Do The Right Thing will be

designated as the 'processor' in the context of the applicable privacy legislation and regulations. The parties will ensure that a Data Processing Agreement is concluded between them.

6. If an amendment to the applicable privacy legislation and regulations requires this, the parties will make new agreements in this respect which are in line with this legislation and regulations.

#### **Clause 15. Liability**

1. Do The Right Thing's total liability towards the Client on account of attributable failures in the compliance with an Agreement or otherwise, including unlawful act on the part of Do The Right Thing, its employees or third parties engaged by it, is limited to compensation of direct damage.

2. Direct damage is defined exclusively as (a) the reasonable costs to determine the cause and size of the damage; (b) any reasonable costs incurred to ensure that Do The Right Thing's defective performance answers to the Agreement, unless the defective performance cannot be attributed to Do The Right Thing; (c) costs incurred to prevent or limit the damage, to the extent the Client demonstrates that these costs resulted in the direct damage being limited; and (d) the costs that the Client must incur in being forced to keep its old system operational for longer.

3. Notwithstanding the above paragraphs, Do The Right Thing's liability for any other forms of damage is explicitly excluded.

4. The maximum amount for which Do The Right Thing can be liable is equal to the amount of the payments made by the Client to Do The Right Thing in the 12 months prior to the date on which the damagecausing event occurred. In no event will the total compensation for direct damage exceed € 100,000, however.

5. Any limitations of liability mentioned in the Agreement or General Terms and Conditions cease to have effect if and to the extent the particular damage is the result of intent or willful recklessness on the part of Do The Right Thing's company management.

6. Do The Right Thing's liability on account of attributable failure in compliance with the Agreement only arises if the Client gives Do The Right Thing Written notice of default immediately and properly, at the same time giving it a reasonable time period in which to remedy the failure, and Do The Right Thing still fails attributable in complying with its obligations even after that time period has elapsed. The notice of default must contain as detailed as possible a description of the failure so that Do The Right Thing is able to respond adequately.

7. Subject to forfeiture of any right to damage compensation, the Client must report the damage to Do The Right Thing in Writing as quickly as possible, but no later than within 14 days after it occurs.

8. The Client indemnifies Do The Right Thing against any third-party claims arising from the Client's breach of the Agreement.

#### **Clause 16. Force majeure**

1. Do The Right Thing is not required to comply with any obligation if it is prevented from doing so by force majeure. Force majeure is understood in any event to include: Hardware malfunctions, power disruptions, disruptions in (telecommunication) networks, network attacks (such as SYNflood or (D)DoS attacks), fire, flooding, breakdowns that are beyond Do The Right Thing's control and in the event that Do The Right Thing cannot deliver because of its own suppliers, , as a result of which compliance with the Agreement cannot reasonably be expected of Do The Right Thing.

2. If a situation of force majeure has lasted more than 60 days, the parties have the right to cancel the Agreement in Writing with immediate effect. Whatever has already been performed pursuant to the Agreement will be settled on a prorated basis in that case, without the parties owing each other anything else.

#### **Clause 17. Term and termination**

1. If the term of the Agreement has not been set in the Agreement, it is regarded as having been entered into for the minimum term of twenty-four months and cannot be canceled in the interim.

2. An Agreement can be canceled in Writing with effect from the end of its term, with due observance of a notice period of at least three months.

3. If no Written notice taking the agreed notice period into account has been received, the Agreement will be renewed tacitly, each time for the term of one year.

4. Do The Right Thing may suspend or cancel the Agreement with immediate effect, in Writing, if at least one of the following special grounds applies:

- a. the Client is in default of satisfying an essential obligation (such as payment);
- b. the Client has violated the General Terms and Conditions;
- c. the Client's bankruptcy has been applied for;
- d. the Client has applied for a moratorium on payments;
- e. the Client's business is being terminated or liquidated.

5. The Client may cancel the Agreement in Writing with immediate effect if Do The Right Thing is declared bankrupt and it is reasonable to expect that Do The Right Thing can or will no longer comply with the Agreement.

6. If Do The Right Thing suspends compliance with its obligations, it retains its rights under the law and the Agreement, including its right to payment for the Services that have been suspended.

7. The Client only has the authority to dissolve the Agreement if Do The Right Thing, after a proper and as detailed as possible Written notice of default in which a reasonable time period is given for remedying the failure, fails attributable in complying with essential obligations that arise from the Agreement.

8. If the Agreement is canceled or dissolved, Do The Right Thing's claims on the Client are immediately due and payable. If the Agreement is dissolved, amounts already invoiced for performance provided remain owed, without any obligation that this performance be undone. In the event of dissolution by the Client, the Client may only dissolve that part of the Agreement that Do The Right Thing has not yet performed.

#### **Clause 18. Exit**

1. From the moment that the Agreement is

canceled until the moment the Agreement actually ends, the Client can submit a request to Do The Right Thing for the export of data or cooperation with a transition of data to another service provider.

2. 'Data' in this clause denotes only the data that the Client placed on Do The Right Thing's equipment during the Agreement.

3. Unless it poses a threat to Do The Right Thing's equipment or third-party data (other clients), or if Do The Right Thing has other justified reason to refuse, Do The Right Thing will cooperate, in exchange for payment of its usually hourly rate, with the transition or export of data as referred to in paragraph 1.

4. A transition or export of data as referred to in paragraph 1 will take place in accordance with Do The Right Thing's instructions. If necessary, the Client will provide specific hardware, purchase software licenses or perform other (legal) acts in order to effect a transition or export of data as referred to in paragraph 1.

#### **Clause 19. Amendments**

1. Do The Right Thing has the right to unilaterally amend or expand the Agreement (including the General Terms and Conditions), with due observance of a term of 30 days after the proposed amendment has been announced on the Website or by electronic message to the Client. If the Client does not want to accept an amendment to the Agreement, the Client can enter into consultation with Do The Right Thing on this. If no consensus can be reached, the Client has the option of canceling the Agreement with effect from the date on which the amended Agreement comes into force.

2. Do The Right Thing has the right to make changes to the Agreement at any moment if:

- a. this is necessary in the context of amended legislation or regulations;
- b. the changes are subordinate in importance.
- c. In these cases, the Client does not have the right to cancel the Agreement (prematurely).

#### **Clause 20. Final provisions**

1. Dutch law applies. To the extent the rules of mandatory law do not prescribe otherwise, all disputes that may arise in response to an offer and/or Agreement will be submitted to the



competent Dutch court in Amsterdam, the Netherlands.

2. If any provision from the Agreement proves to be at odds with mandatory law, this does not affect the validity of the Agreement as a whole. In that case, the Parties will adopt a new provision or provisions to replace the old, whereby the intention of the original Agreement is given shape as much as legally possible.

3. The version of any communication received or stored by Do The Right Thing is regarded as authentic, notwithstanding evidence to the contrary provided by the Client.

4. Either party is only entitled to transfer its rights and obligations under the Agreement to a third party with the Written permission of the other party. In deviation from this, each party has the right to transfer its rights and obligations under the Agreement to a parent company, subsidiary or group company and any parties that wish to take over its business or merge with it.

5. Clauses 7 (Intellectual Property rights), 10 (Retention of title), 14 (Confidentiality and Personal data), 15 (Liability) and 16 (Force majeure) remain in force even after termination of the Agreement