General Terms and Conditions Version 2026

These are the general terms and conditions of Marktmentor B.V., established at Schoutlaan 28a, 6002 EA Weert, the Netherlands. Marktmentor B.V. is registered with the Dutch Chamber of Commerce (KvK) under number 95758941, hereinafter "**Marktmentor**".

Should you have any questions, please do not hesitate to contact us at contact@marktmentor.nl.
This is an English translation of the general terms and conditions of Marktmentor B.V. (Dutch version DEF. 18-11-2026). In the event of any difference between the language versions, the original Dutch version prevails (Article 2).

Article 1. Definitions

In these general terms and conditions, the following terms beginning with a capital letter have the following meaning, unless expressly stated otherwise or unless the context indicates otherwise (words in the singular also include the plural and vice versa):

1. General Terms and Conditions: these general terms and conditions.
2. Services: a service provided by Marktmentor to the Client, including the making available of Tools in the field of e-commerce, including making a Tool available remotely, without a physical carrier containing the relevant Tool being provided to the Client.
3. Agreement: the arrangements between Marktmentor and the Client.
4. Client: a counterparty that makes use of a Service, website or platform of Marktmentor, a customer and/or a supplier of Marktmentor, and the legal entities forming part of its group. A Client may be either a natural person or a legal entity.
5. Quotation: an offer from Marktmentor, including, but not limited to, price quotations, price lists and other statements, whether or not made by representatives, commercial agents and/or employees of Marktmentor, as well as relevant information contained in mailings from Marktmentor or stated on the websites of Marktmentor.
6. Tool: the tool developed by Marktmentor with which the Client can research products to be sold and products sold.
7. Subscription: Services offered by Marktmentor for which the Client periodically receives an invoice.
8. In Writing: by letter, by e-mail or by any other means of telecommunication capable of transmitting written text in a legible and reproducible manner. Rights can only be derived from notices which, under these General Terms and Conditions, must be made in writing if the sender has received confirmation thereof from the recipient by e-mail or in the same manner in which the notice was made, or if receipt has been confirmed in another manner (for example by means of a delivery and read receipt in the case of an e-mail or by means of a registered e-mail).
9. Confidential Information: the Quotation, the Agreement, the Services, and all correspondence, information, knowledge and/or documentation relating to Marktmentor, supplied by Marktmentor and/or otherwise in the possession of, or come to the knowledge of, the Client in the context of the preparation, conclusion and/or performance of the Agreement.

Article 2. Applicability

1. These General Terms and Conditions apply to all current and future offers of Marktmentor, Quotations, Agreements and to all acts performed by or on behalf of Marktmentor.
2. These General Terms and Conditions also apply to any additional and follow-up assignments given to Marktmentor.
3. The applicability of other general terms and conditions, whether or not used by the Client, including purchasing conditions, is expressly rejected. If and insofar as other general terms and conditions of the Client (also) apply, these General Terms and Conditions prevail in the event of conflict.
4. The operation of Articles 7:404, 7:407(2) and 7:408 of the Dutch Civil Code (BW) is excluded.
5. If one or more provisions of these General Terms and Conditions are null and void or voidable, this does not affect the validity of the remainder of these General Terms and Conditions. In place of the void or annulled provision, what the parties would have agreed if they had known of the nullity or voidability shall then apply, in accordance with Article 3:42 of the Dutch Civil Code. The same applies if and insofar as it should become apparent that certain non-Dutch laws and/or regulations apply to or affect the effect of these General Terms and Conditions and this is detrimental to Marktmentor.
6. If the Client qualifies as a consumer within the meaning of Article 6:230g of the Dutch Civil Code, the following applies. If one or more provisions of these General Terms and Conditions are considered null and void, voidable, non-binding and/or otherwise unreasonable as being contrary to consumer legislation, this does not affect the validity of the remainder of these General Terms and Conditions.
7. If a provision of these General Terms and Conditions proves to be non-binding and/or unenforceable because it goes further than is permitted by law or is considered unreasonable, whereas that provision would be valid or enforceable if its wording were adjusted, its duration were shortened and/or its scope were limited, the provision concerned shall apply with due observance of that adjusted wording, duration and/or scope to the extent necessary to make that provision valid.
8. Any deviations from these General Terms and Conditions applied or tolerated by Marktmentor at any time for the benefit of the Client shall never give the latter the right to invoke them at a later time or to demand the application of such a deviation.
9. In the event of incompatibilities, inconsistencies or differences between language versions of these General Terms and Conditions, the original Dutch-language version prevails.
10. The records, the specified statements and the invoices of Marktmentor are binding on the Client, subject to evidence to the contrary to be provided by the Client in Writing, including for the determination of the extent of its payment obligations.
11. The rights and obligations of the Client towards Marktmentor, or its legal relationship under a Quotation or Agreement, are not transferable, pledgeable or otherwise capable of encumbrance or transfer, under any title whatsoever. To the extent permitted by law, these restrictions have effect both under property law and under the law of obligations.
12. Marktmentor is entitled to transfer, assign or encumber its rights and obligations under a Quotation, Agreement and/or these General Terms and Conditions, or its legal relationship based thereon. The Client is deemed to have hereby given its consent to this in advance and undertakes to provide Marktmentor at all times with all cooperation, assistance, information, documents and data required for this purpose.

Article 3. Formation of the Agreement

1. Quotations are without obligation and may be revoked without any formal requirements, even after their acceptance by the Client. Commitments made by representatives or employees of Marktmentor do not bind Marktmentor unless they have been confirmed in Writing by an officer of Marktmentor authorised to represent it. Images, catalogues, estimates and other data provided by Marktmentor are not binding.
2. A Quotation lapses if the Service to which the Quotation relates is not (or no longer) available.
3. The Agreement, as well as any amendments thereto, are only binding on Marktmentor if and after they have been confirmed in Writing by an officer of Marktmentor authorised to represent it. This also applies to any amendment to the Agreement desired by the Client at any time. The Client can only derive rights from such an amendment after it has been confirmed in Writing by an officer of Marktmentor authorised to represent it. If, according to Marktmentor, the Client requests an amendment to the Agreement too late or at any time requests an amendment which in the opinion of Marktmentor is too far-reaching, the Agreement shall apply in full (unchanged) and the Client is obliged to purchase the Services described therein.
4. An acceptance of a Quotation that deviates from the content of the Quotation shall be deemed a rejection of the original offer and a new offer that does not bind Marktmentor. This also applies if the acceptance deviates from the Quotation only on minor points.
5. Marktmentor cannot be held to Quotations or Agreements if the Client could reasonably have understood that the Quotation, Agreement or offer, or any part thereof, contains an obvious mistake or clerical error. Any resulting obligations to pay damages cannot be attributed to Marktmentor, which also applies after the Agreement has been concluded.
6. If several Services are offered in a Quotation, the Quotation applies only as a whole and the Client is not entitled to accept only part of the Services offered, regardless of whether a price per Service is stated in the Quotation concerned. Quotations do not automatically apply to future assignments.
7. If the Agreement has not been laid down in Writing and Marktmentor nevertheless commences performance of the Agreement with the consent of the Client, the content of the Quotation shall be deemed to be the Agreement.
8. Marktmentor is at all times entitled to deliver in parts.
9. Agreements are entered into subject to the condition precedent that the information to be obtained by Marktmentor shows that the Client is sufficiently creditworthy.
10. Insofar as Marktmentor depends on suppliers for its deliveries, whether for complete or partial delivery or otherwise, and it has to accept the non-performance of the agreement by one or more of them, it is likewise entitled not to perform the Agreement, without any form of compensation being owed. Such non-performance is not attributable to Marktmentor.
11. The Client is not released from its obligations under the Agreement and/or these General Terms and Conditions by any (partial) impediment to the delivery of Services or by conditions or restrictions imposed, whether or not in connection with obtaining a permit.

Article 4. Price and payment

1. Unless expressly agreed otherwise in Writing, all prices quoted by Marktmentor apply only to the specific offers in which they are included and are stated in euros exclusive of VAT, costs, insurance, taxes or other duties.
2. All prices are based on the exchange rates, import duties, taxes, levies and other price-determining factors applicable at the time the Agreement is concluded.
3. Marktmentor expressly reserves the right to change its prices if and insofar as price-determining factors, including but not limited to the factors referred to in the previous

paragraph of this Article, give reason to do so. This also applies if the price-increasing factor was foreseeable at the time the Agreement was entered into. A price change shall not take effect before the Client has been notified of it in Writing.

4. Unless expressly agreed otherwise in Writing, payment must be made within fourteen (14) days of the invoice date. If the invoice amount has not been paid in full on the due date, the Client is in default by the mere expiry of the term, without any demand or notice of default being required. In the event of a reversal of a direct debit, the Client owes Marktmentor the bank and administration costs of that reversal with immediate effect.
5. If Marktmentor has not received payment within the term referred to in paragraph 4 of this Article, the Client is obliged, without any reminder or notice of default being required, to pay Marktmentor interest equal to the statutory commercial interest under Article 6:119a of the Dutch Civil Code plus 2% per year, and all claims of Marktmentor against the Client, on whatever grounds, become immediately due and payable in full. For the calculation of the interest on the amount owed, part of a month is counted as a full month.
6. If Marktmentor has not received payment within the term referred to in paragraph 4 of this Article, the Client is furthermore obliged, without any reminder or notice of default being required, to reimburse Marktmentor for all costs that Marktmentor incurs to collect the outstanding amounts, in particular:
   a) the fees of lawyer(s) for their work, both in and out of court, even insofar as they exceed the amounts awarded by the court, the costs of bailiffs, agents and collection agencies, the bank and administration costs in the event of a reversal of a direct debit, as well as all enforcement costs; the extrajudicial costs are fixed at fifteen per cent (15%) of the principal sum for a Client established in the Netherlands and at twenty per cent (20%) for a Client established outside the Netherlands, subject to a minimum of EUR 350;
   b) the costs of a bankruptcy petition.

   All of the above is without prejudice to the statutory and contractual rights of Marktmentor.
7. Payments made by the Client shall always serve first to settle all costs and interest owed and then the due and payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice. All payments must be made without any deduction, discount or set-off.
8. Marktmentor may at all times, including during the performance of an Agreement and regardless of whether one or more due and payable invoices have not been paid or not been paid in full, require advance payment or a bank guarantee, or at least equivalent security, as a guarantee for payment of the amount owed. The Client is then obliged to comply with this. In that case, Marktmentor is also entitled to suspend the performance of its obligations towards the Client until payment has been made or security has been provided. This also applies if Marktmentor has reason to doubt the willingness to pay and/or creditworthiness of the Client. If the Client refuses to comply with the request of Marktmentor for security, Marktmentor is free to consider the Agreement dissolved, without prejudice to its rights to compensation for all damage, costs and loss of profit.
9. If at any time an attachment is levied against the Client, the Client shall report this to Marktmentor within 24 hours.
10. If the Client is not the end user of the Services provided by Marktmentor, Marktmentor is entitled, in the event of payment arrears of at least three (3) months, to inform the end user of this and, where appropriate, to conclude an Agreement directly with the end user.
11. Any invocation of set-off by the Client is expressly excluded, unless Marktmentor

expressly agrees in Writing in advance to a specific set-off and the claim being set off has been unconditionally acknowledged in Writing by Marktmentor.

12. Marktmentor may at all times also exercise its rights described in these General Terms and Conditions against an undertaking affiliated with the Client, for any claim of Marktmentor against the Client and/or an undertaking affiliated with the Client. An undertaking is deemed to be affiliated with another undertaking if that undertaking is 50% or more owned by the same owner, or is 50% or more directly or indirectly controlled by or exercises control over that other undertaking, and/or belongs for 50% or more to the same group of undertakings as that other undertaking.

Article 5. Term and termination of the Agreement

1. The Subscription is entered into for the period chosen by the Client. Marktmentor offers, among other things, monthly and annual subscriptions, unless a different term has been laid down. The Subscription is tacitly renewed each time for the duration of the originally agreed period.
2. The Client may cancel the Subscription at any time via the dashboard or by a request in Writing to Marktmentor. The cancellation takes effect at the end of the current subscription period.
3. After cancellation, the Client retains access to the Services until the end of the subscription period already paid for. Amounts paid will not be refunded, unless Marktmentor confirms otherwise in Writing.
4. To the extent permitted by law, the Client is deemed to have waived the right to dissolve the Agreement in whole or in part (or have it dissolved), to claim its annulment in whole or in part, or to propose an amendment of (the consequences of) the Agreement under Article 6:230 of the Dutch Civil Code, for any reason whatsoever (with the exception of annulment in the event of fraud and dissolution pursuant to Article 14(2)).
5. For custom agreements or other separately agreed Services, different terms and cancellation conditions may apply. In that case, the arrangements in the Agreement concerned take precedence over this Article.
6. If and insofar as an Agreement, notwithstanding the provisions of this Article, is validly dissolved and Marktmentor has already provided Services at the time of dissolution, these Services and the related payment obligations shall not be subject to reversal, and all claims of Marktmentor against the Client, on whatever grounds, become immediately due and payable in full.
7. Marktmentor has the right to terminate the Agreement in whole or in part in Writing with immediate effect, without judicial intervention, if the Client fails to fulfil its obligations towards Marktmentor.
8. Marktmentor also has the right to terminate the Agreement in whole or in part in Writing with immediate effect, without judicial intervention and without any notice of default being required, if the ownership of and/or decisive control over the business of the Client changes (directly or indirectly).
9. Marktmentor is entitled to deny the Client access to the Service or Tool and/or to end or restrict the use of the Service or Tool without any warning, if and insofar as Marktmentor considers this necessary to protect its interests, including in the event of (suspected) misuse, abnormal use, use other than in good faith or breach of obligations towards Marktmentor, or (suspected) criminal offences, without Marktmentor owing the Client any form of compensation and without Marktmentor being obliged to make any form of refund of monies received. Misuse or abnormal use includes, among other things, the Client directly or indirectly circumventing or attempting to circumvent technical security measures or usage limits, placing a disproportionate load on the Tool, or collecting or

consuming data in an unauthorised manner.

Article 6. Performance of the Agreement

1. Unless expressly agreed otherwise in Writing, Marktmentor has an obligation to use best efforts, based on the information provided by the Client and the nature of the Agreement.
2. Marktmentor is never in default by the mere expiry of a term, including the delivery time. For this, a notice of default in Writing is always required, in which Marktmentor is given a reasonable period, i.e. at least one (1) month, to still perform.
3. The Client is obliged to inform Marktmentor of all facts and circumstances that may be relevant to the (correct) performance of the Agreement and to provide immediately all data and information requested by Marktmentor, also after Marktmentor has commenced performance of the Agreement.
4. The Client warrants to Marktmentor the accuracy and completeness of all data and information made available to Marktmentor. Marktmentor is never liable for damage resulting from any inaccuracy and/or incompleteness (in the broadest sense of the word) of data and/or information made available to Marktmentor by or on behalf of the Client.
5. Maintenance relating to a Service may take place at any time, even if this has a negative effect on the availability and/or functioning of a Service. Maintenance work is announced in advance or planned in mutual consultation as far as possible. In no event is Marktmentor liable for the Service or Tool being unavailable. Unless expressly agreed otherwise in Writing, Marktmentor carries out maintenance on a time-and-materials basis at the hourly rates applicable at that time.
6. If and as soon as Marktmentor is unable to perform the Agreement in the agreed and/or customary manner due to an impediment on the part of the Client or any other cause attributable to the Client, the Client is obliged to compensate all costs incurred and damage suffered by Marktmentor as a result.
7. Unless expressly agreed otherwise in Writing, Marktmentor is entitled to outsource the performance of the Agreement or parts thereof to third parties or have it carried out by third parties, without having to inform the Client of this and/or requiring the consent of the Client.
8. Agreements are performed by Marktmentor exclusively for the benefit of the Client. Third parties cannot derive any rights from the Services or, more generally, from the manner in which the Agreements have or have not been performed.
9. Every assignment given to Marktmentor includes the authority to engage third parties and to accept any limitations of liability of third parties also on behalf of the Client. Marktmentor is not liable for the choice of these third parties or for any shortcomings of these third parties, except in the event of intent or deliberate recklessness on the part of Marktmentor. The operation of Article 6:76 of the Dutch Civil Code is excluded.

Article 7. Obligations of the Client

1. If the Client provides electronic files or data carriers to Marktmentor, the Client guarantees that they are free of viruses and defects.
2. In order to enable proper performance of the Agreement by Marktmentor, the Client shall always provide Marktmentor in good time with all data or information that Marktmentor may reasonably require. Failing this, Marktmentor is entitled to suspend its work until the information has been received, without being obliged to compensate the Client for any damage on whatever grounds. In the event of changed circumstances, the Client must notify Marktmentor of this in Writing immediately after the change has become known.

3. The Client is obliged to respect and protect all technical security measures and other facilities of the Services or Tools of Marktmentor and not to change, analyse or remove them (or have them changed, analysed or removed). The Client is strictly prohibited from analysing, disassembling or decompiling (or having analysed, disassembled or decompiled) Services or Tools and data processed in or with them, whether or not with a view to determining their composition or reverse engineering, or from copying, changing, sharing or exploiting (or having copied, changed, shared or exploited) these data. In the event of a breach of the provisions of this Article 7(3), the provisions of Article 11(8) apply mutatis mutandis.
4. The Client is responsible for the provision of suitable equipment and a suitable user environment.
5. The Client shall refrain from causing any damage or performing any acts which it can or should reasonably suspect may cause damage to (the servers of) Marktmentor or other users of the Services or Tools.
6. The Client is obliged to secure its systems and infrastructure and to have anti-virus software running at all times.
7. As far as reasonably possible, Marktmentor shall provide information in Writing as soon as possible regarding the measures to be taken by the Client to prevent and limit damage resulting from malfunctions, defects in the services, corruption or loss of data. The Client shall take additional measures where necessary.

Article 8. Complaints and warranty

1. Marktmentor gives no warranty regarding the availability and/or functioning of a Service or Tool.
2. If and insofar as Marktmentor establishes that what has been delivered does not conform to the Agreement, Marktmentor shall – at its option – deliver again or additionally, or apply a (proportionate) price reduction. Except in the event of intent or deliberate recklessness on the part of Marktmentor, Marktmentor is not obliged to provide any other compensation or remedy, however named.
3. The Client must notify Marktmentor in Writing of complaints regarding invoices sent by Marktmentor within five (5) days of the invoice date. After the expiry of that period, objections can no longer be dealt with and the Client has waived its (alleged) rights.
4. Unless expressly agreed otherwise in Writing, Marktmentor never guarantees that Services are suitable for a particular purpose.
5. Marktmentor does not warrant that the Services and Tools will be adapted (in time) to changes in relevant laws and regulations.

Article 9. Right of use and restrictions on use

1. The use of the Service or Tool by the Client may be subject to restrictions. Marktmentor may adjust these restrictions without any warning if Marktmentor considers this necessary. The Client is deemed to have hereby agreed to this in advance.
2. Unless expressly agreed otherwise in Writing, the Client only has the right to use the data, output data and/or information provided to it by Marktmentor for and by itself, as intended by the Agreement, always in good faith and never in a manner that could directly or indirectly harm the interests of Marktmentor or parties affiliated with it. Any other use is strictly prohibited. All rights in these data and information remain the property of Marktmentor, and these data and information qualify as Confidential Information.
3. The Client is not permitted to systematically or automatically request, scrape, crawl, copy, download or otherwise collect the Service or Tool or the data available in it. This

prohibition does not apply to exports, APIs and integrations that Marktmentor expressly makes available for that purpose, provided that the Client complies with the usage limits and conditions applicable to them.

4. Except with the prior express consent in Writing of Marktmentor, it is not permitted to offer data of Marktmentor to customers as a stand-alone product or stand-alone dataset. The Client shall, at first request, provide reasonable cooperation with an investigation to be carried out by Marktmentor into the compliance by the Client with the agreed rights, obligations and restrictions on use.
5. The access or identification codes, accounts and certificates provided to the Client by or on behalf of Marktmentor are personal and confidential and shall be treated as such by the Client and shall only be disclosed to authorised staff members of the own organisation of the Client. The Client is obliged to ensure that the access or identification codes, accounts and certificates are in no way disclosed to or used by third parties. Marktmentor is entitled to change assigned access or identification codes and certificates without any warning.
6. The Client may not share login details with third parties and may not give third parties access to the Service or Tool, unless Marktmentor has given prior consent in Writing for this or such access is expressly part of the Subscription purchased by the Client. The Client remains responsible for the use by all users who have access via its account or organisation.
7. If and insofar as Marktmentor makes a Tool of third parties available to the Client, the terms of use of those third parties also apply in full to the use thereof by the Client.
8. Marktmentor has the right to use the data that the Client enters into the Service or Tool or otherwise supplies to Marktmentor to optimise its algorithms, whether or not in order to improve the market data displayed to its (other) clients.
9. Because of and from the moment that these General Terms and Conditions apply, Marktmentor has the right to mention the (trade or brand) name and/or logo of the Client concerned in its (commercial) communications and/or on its own website(s). The Client is deemed to have given Marktmentor consent for this. The Client may withdraw this consent in Writing.
10. In the event of a breach by the Client of the provisions of this Article 9, the provisions of Article 11(8) apply mutatis mutandis.

Article 10. New versions of the Tool

1. Marktmentor has the right to make new versions of the Service or Tool available to the Client if, in the sole opinion of Marktmentor, this is necessary. Marktmentor may require the Client to conclude a separate Agreement for this.
2. When making a new version of the Tool available, Marktmentor is not obliged to maintain the specific properties or functionalities of the Client or to add them to the new version of the Tool.

Article 11. Confidentiality

1. The Client is obliged to observe confidentiality regarding the Confidential Information, except insofar as it concerns Confidential Information that is publicly known (other than as a result of an attributable failure or unlawful act), must be disclosed pursuant to any applicable statutory provision, rule or other regulation, or until the moment that Marktmentor has given consent in Writing for the lifting in whole or in part of the confidentiality and/or the confidentiality obligation.

2. The Client undertakes to use the Confidential Information solely for the purpose for which the Confidential Information was provided or obtained and not for longer or otherwise than is necessary to achieve that purpose.
3. All Confidential Information is strictly confidential. The Client shall not use and/or disclose it other than as expressly permitted under these General Terms and Conditions.
4. If the Client must disclose certain Confidential Information pursuant to an obligation under the law, a binding rule or binding laws or regulations, it shall, to the extent permitted by law, (i) inform Marktmentor in Writing in good time prior to such disclosure, (ii) cooperate with Marktmentor and take such measures as Marktmentor may reasonably request in order to prevent or limit the disclosure and its scope and consequences, and (iii) disclose only that part of the Confidential Information that the Client is legally obliged to disclose.
5. The confidentiality obligation remains in full force after delivery or the termination of an Agreement.
6. Except with the prior consent in Writing of Marktmentor, the Client is prohibited from maintaining contact with third parties involved in the Agreement.
7. The Client shall not remove or change (or cause to be removed or changed) any fingerprints or indication(s) concerning the confidential nature or concerning copyrights, trademarks, trade names or any other intellectual property right from the software, websites, data files, equipment or other Services.
8. In the event of a breach of the provisions of this Article, the Client shall forfeit to Marktmentor or to the legal successor(s) under universal or particular title of that party, without any demand or notice of default, an immediately due and payable penalty, not subject to withholding, suspension or set-off, of EUR 100,000 (one hundred thousand euros) per breach, plus EUR 1,000 (one thousand euros) for each day or part of a day that the breach continues. The foregoing is without prejudice to the Client's obligation to compensate Marktmentor for all damage that has arisen or will arise from the Client's acts or omissions, if this damage exceeds (the sum of) the said penalty amount. Marktmentor remains at all times entitled to claim – if necessary in summary proceedings – performance of the Agreement or these General Terms and Conditions and/or a prohibition of the unlawful acts. The penalty amount is increased by the statutory commercial interest under Article 6:119a of the Dutch Civil Code or, if this is not owed or cannot be claimed, by contractual interest equal in amount to the statutory commercial interest under Article 6:119a of the Dutch Civil Code, which is owed from the day on which the penalty becomes due and payable. Articles 6:92 and 6:93 of the Dutch Civil Code do not apply.

Article 12. Privacy, data processing and security

1. The Client warrants to Marktmentor that it, as well as the staff of the Client (including its contractors) and all third parties involved in the Agreement by or on behalf of the Client, comply with the obligations arising from the applicable laws and regulations, including but not limited to Regulation (EU) 2016/679 (hereinafter: GDPR). The responsibility for compliance with these obligations rests fully and exclusively with the Client. The Parties proceed on the basis that Marktmentor is a ‘processor’ within the meaning of the GDPR with regard to the processing of personal data.
2. The Client indemnifies Marktmentor against claims of third parties or data subjects within the meaning of the GDPR in connection with the processing of personal data by or for the benefit of the Client or for which the Client is otherwise responsible by law, unless and insofar as the Client proves that the facts on which the claim is based are the direct result of an attributable failure by Marktmentor in the performance of its

obligations towards the Client.

3. Responsibility for the (processing of) (personal) data processed using a Service, website or platform of Marktmentor lies entirely with the Client. The Client warrants to Marktmentor that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. The Client indemnifies Marktmentor against any legal claim of a third party, on whatever grounds, in connection with these (personal) data or the performance of the Agreement.
4. Insofar as necessary, by using the Services of Marktmentor, the Client gives Marktmentor express consent for the (cross-border) processing and transfer of personal data on behalf of the Client.
5. Marktmentor reserves the right, among other things for educational and quality purposes, to record (telephone) conversations, subject, where necessary, to statutory conditions and restrictions.
6. The Client is itself responsible for compliance with all statutory administration and retention obligations applicable to it.
7. If Marktmentor is obliged under the Agreement to provide information security, the security shall meet the specifications concerning that security agreed in Writing between the parties. Marktmentor does not warrant that the information security is effective under all circumstances. If an expressly described method of security is absent from the Agreement, the security shall meet a level that is not unreasonable in view of the state of the art, the sensitivity of the data and the costs associated with taking the security measures.
8. Marktmentor is entitled to adjust the security measures from time to time at its own discretion.

Article 13. Termination, suspension and dissolution

1. Marktmentor is entitled, until the time that delivery of the Services has taken place, to terminate the Agreement if it considers that there are well-founded reasons to do so, without any form of compensation being owed. If, according to Marktmentor, the Client requests an amendment to the Agreement too late or at any time requests an amendment which in the opinion of Marktmentor is too far-reaching, or if the Client is in default in the performance of any obligation towards Marktmentor (even if this concerns an Agreement other than the Agreement being terminated), this qualifies as a well-founded reason as referred to in this Article.
2. Except as provided in Article 5(2) and unless expressly agreed otherwise in Writing, Agreements cannot be terminated by the Client, unless the parties have reached agreement in Writing on the compensation that the Client owes Marktmentor for a termination of the Agreement by the Client accepted by Marktmentor. Termination shall be effected in Writing.
3. If, as soon as and for as long as the Client fails, or threatens to fail, to perform one or more of its obligations towards Marktmentor under an Agreement and/or these General Terms and Conditions and/or by law, or otherwise, or fails to perform them properly and/or in time, Marktmentor is entitled to suspend its obligations towards the Client in whole or in part, regardless of whether or not this (threatened) failure is attributable to the Client. In such a case, the Client is obliged to compensate all damage suffered and yet to be suffered by Marktmentor as a result, including but not limited to loss of profit.
4. If Marktmentor, on the basis of the circumstances known to it at that time, has reasonably believed that it was entitled to suspend its obligations, Marktmentor is not obliged to pay any compensation to the Client if it subsequently becomes apparent that the invocation of suspension by Marktmentor was not justified or legally valid.

5. If and as soon as the Client is declared bankrupt or a petition to that effect has been filed, applies for a suspension of payments, or a petition has been filed in respect of the Client relating to comparable proceedings as referred to in Annex A to Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015, or loses the power to dispose of its assets or parts thereof through attachment, placement under guardianship or otherwise, Marktmentor has the right to dissolve the Agreement without judicial intervention and without any notice of default being required, unless the trustee or administrator acknowledges the obligations arising from this Agreement as a debt of the estate. In a case as referred to in this provision, the right of the Client to use Services or Tools ends by operation of law, without any (termination) act on the part of Marktmentor being required.
6. If Marktmentor proceeds to terminate, suspend or dissolve the Agreement pursuant to this Article, it is in no way obliged to pay any compensation or make any refund to the Client, however named.
7. The right of Marktmentor to suspend includes the power to (temporarily) deny the Client access (whether or not to its account or to any Service, website or platform of Marktmentor).

Article 14. Force majeure

1. If Marktmentor cannot perform its obligations under the Agreement, or performance is so onerous that it cannot reasonably be required of Marktmentor, as a result of force majeure or another extraordinary circumstance, such as a pandemic, natural disaster, war (or threat of war), fire, strike, stagnation in the supply of goods, measures imposed by the state, illness or shortage of staff, unexpected defects and/or malfunctions, shortage of fuel or auxiliary materials, all of the foregoing whether this occurs at Marktmentor or at its suppliers, Marktmentor has the right to perform the Agreement in whole or in part at a later time. Every situation referred to in this paragraph qualifies as force majeure.
2. In the event of permanent force majeure that is immediately apparent, or if the force majeure has lasted longer than two (2) months, the Client has the right to dissolve the Agreement in whole or in part, without Marktmentor owing the Client any compensation (for damage) for this.
3. If, when the force majeure occurs, Marktmentor has already partially fulfilled its obligations, or can only partially fulfil its obligations, it is not obliged to pay the Client any compensation or make any refund. Amounts paid will not be refunded, unless Marktmentor confirms otherwise in Writing.
4. Marktmentor has the right at all times to invoke force majeure, even if the situation causing the force majeure occurs after Marktmentor should have fulfilled or has fulfilled its obligations.

Article 15. Limitation of liability

1. Except where otherwise provided in these General Terms and Conditions, Marktmentor is only liable for any failure if the failure was caused by intent or deliberate recklessness on the part of the management of Marktmentor. The liability of Marktmentor towards the Client is in that case always limited to the obligation in Article 8(2).
2. Marktmentor is in no event liable if the Client has not followed, or has not fully and/or properly followed, the advice and/or instructions given by Marktmentor and/or the third parties engaged by it.
3. Marktmentor is in no event liable for damage resulting from the Services not complying with (local) regulations and/or (safety) requirements, whether or not applicable at the

place(s) where the Client is established or uses the Services. The Client is obliged to ensure that the Services comply with all applicable (local) regulations and/or (safety) requirements.

4. Nor is Marktmentor liable for damage if the Client has insured itself against that damage, or could reasonably have insured itself. The Client indemnifies Marktmentor against claims of insurers in this respect.
5. Marktmentor is not liable for (advisory) work (including installation and assembly work) relating to Services or other (advisory) work, unless there is an express and separate agreement concluded with the Client under which the Client provides consideration for the (advisory) work to be carried out by Marktmentor. Should Marktmentor be liable for (advisory) work on the basis of this provision, this liability is limited to the invoice amount of the (advisory) work carried out.
6. Marktmentor is never liable for consequential damage, loss of profit, lost savings, non-material damage, business or environmental damage, damage due to loss of data and/or damage due to a data breach.
7. If and insofar as the AI Act (Regulation (EU) 2024/1689) or related laws and/or regulations apply, Marktmentor is never liable for damage resulting from (the application, use and/or configuration of) an AI system.
8. Marktmentor is never liable for the compensation of any damage if, at the time of the event causing the damage, the Client is in default in the performance of any obligation towards Marktmentor.
9. If and insofar as, notwithstanding the provisions of this Article, any liability should rest with Marktmentor, this liability of Marktmentor in the event of damage to property is limited to the repair and replacement costs, up to a maximum of the principal amount as stated on the relevant invoice to which the liability relates. In the event of personal injury and in all other cases, the liability of Marktmentor is at all times limited to the amount paid out under the liability insurance taken out by Marktmentor.
10. If and insofar as, for whatever reason, no payment is made under the said insurance, the total liability of Marktmentor, regardless of the legal basis and on whatever grounds, is limited to EUR 10,000 (ten thousand euros).
11. On pain of forfeiture of any claim for damages, the Client must report claims for damages to Marktmentor in Writing, no later than three (3) months after the Client discovered or could have discovered the damage.
12. Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code, every claim of the Client against Marktmentor, on whatever grounds, lapses if, after the expiry of one (1) year after the claim arose, the Client has not effectively brought proceedings on the merits against Marktmentor in respect thereof.
13. The Client indemnifies Marktmentor against all costs, damages and interest, including the costs of legal assistance, that may arise as a result of claims by third parties, whether or not against the Client, in respect of incidents, acts or omissions during or in connection with the performance of the Agreement. The Client is obliged to take out proper insurance for this.
14. The limitations of liability included herein also apply to (the costs of) any obligations to undo performance and in the event that Marktmentor is liable for errors of third parties engaged by Marktmentor and/or for the improper functioning of equipment, software, data files, registers or other items used by Marktmentor in the performance of the Agreement, without exception.
15. The Client warrants to Marktmentor that it, as well as the staff of the Client (including its contractors) and all third parties involved in the Agreement by or on behalf of the Client, comply with the obligations arising from the Agreement and/or these General Terms and

Conditions.

16. If it is established that a complaint is unfounded, the Client is obliged to compensate the costs incurred by Marktmentor as a result (such as, for example, investigation costs) and the damage suffered.

Article 16. Intellectual Property Rights

1. All intellectual property rights, including but not limited to copyrights, trademark rights, design rights and patent rights, embodied in or arising from the Services or Tools shall vest fully and exclusively in Marktmentor, its licensors or its suppliers.
2. If Marktmentor is prepared to undertake to transfer an intellectual property right, such an undertaking can only be entered into in Writing and expressly.
3. If the parties agree in Writing that an intellectual property right in respect of software, websites, data files, equipment or other products specifically developed for the Client will pass to the Client, this does not affect the right or ability of Marktmentor to use and/or exploit the components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like underlying that development without any restriction for other purposes, either for itself or for third parties. Nor does the transfer of an intellectual property right affect the right of Marktmentor to make developments for itself or a third party that are similar to or derived from those that have been or are being made for the Client.
4. The Client only acquires the rights to use the intellectual property that are expressly granted in Writing by these General Terms and Conditions, the Agreement, the law or otherwise. A right of use to which the Client is entitled is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.
5. By explicitly or implicitly accepting a Quotation, concluding an Agreement and/or placing an order, regardless of the manner in which this takes place and regardless of the method of payment agreed by the parties, the Client declares that it has received a copy of, or taken note of, the terms and conditions used by the suppliers of Marktmentor (e.g. through the use of certain software) and agrees to their content and applicability or, as the case may be, depending on the situation, grants Marktmentor an irrevocable power of attorney to accept (the applicability of) those terms and conditions on its behalf.
6. Even if the Agreement does not expressly provide for this, Marktmentor is always permitted to install technical facilities to protect the Services or Tools to which the Client is given (direct or indirect) access, and to take other such measures in connection with an agreed restriction on the content or duration of the right to use these Services or Tools. The Client shall not remove or circumvent (or cause to be removed or circumvented) such technical facility (or facilities).
7. The Client declares and guarantees that data provided by it in the context of the Agreement do not infringe intellectual property rights and/or know-how of third parties. The Client is obliged to compensate all damage suffered and/or costs incurred as a result of a breach of this guarantee. The Client indemnifies Marktmentor against related claims of third parties, or other types of claims of third parties for infringement of their intellectual property rights.
8. If a dispute arises as to who owns the Services or Tools, or as to who is the holder of the intellectual property rights arising therefrom, Marktmentor shall be deemed the sole owner or rights holder, subject to evidence to the contrary to be provided by the Client in Writing.
9. If the Agreement ends and/or delivery has taken place, this Article remains in full force between Marktmentor and the Client.
10. The Client undertakes not to register (or cause to be registered) in its own name or in

the name of third parties any domain names, trademarks and/or other intellectual property rights, or to cooperate (directly or indirectly) in doing so, insofar as these are in any way related to or resemble the (trade) name, trademarks, intellectual property rights, Confidential Information or the (future) activities of Marktmentor and/or its affiliated undertakings and/or its licensors or its suppliers.

11. The Client shall refrain from acts or publications that infringe or could infringe the rights of Marktmentor, its affiliated undertakings and/or its licensors or its suppliers, or from acts or publications that (could) cause damage to Marktmentor, its affiliated undertakings, its licensors or its suppliers, Services, Tools, the websites of Marktmentor and/or the (computer) systems of Marktmentor or of third parties.
12. In the event of a breach of the provisions of this Article, the Client shall forfeit to Marktmentor or to the legal successor(s) under universal or particular title of that party, without any demand or notice of default, an immediately due and payable penalty, not subject to withholding, suspension or set-off, of EUR 100,000 (one hundred thousand euros) per breach, plus EUR 1,000 (one thousand euros) for each day or part of a day that the breach continues. The foregoing is without prejudice to the Client's obligation to compensate Marktmentor for all damage that has arisen or will arise from the Client's acts or omissions, if this damage exceeds (the sum of) the said penalty amount. Marktmentor remains at all times entitled to claim – if necessary in summary proceedings – performance of the Agreement or these General Terms and Conditions and/or a prohibition of the unlawful acts. The penalty amount is increased by the statutory commercial interest under Article 6:119a of the Dutch Civil Code or, if this is not owed or cannot be claimed, by contractual interest equal in amount to the statutory commercial interest under Article 6:119a of the Dutch Civil Code, which is owed from the day on which the penalty becomes due and payable. Articles 6:92 and 6:93 of the Dutch Civil Code do not apply.

Article 17. Website

1. No rights can be derived from the information on the websites of Marktmentor. Despite the constant care and attention that Marktmentor devotes to the compilation of its websites, it is possible that information published on those websites is incomplete or incorrect (or incorrectly worded).
2. Marktmentor endeavours to make the information on its websites as complete and accurate as possible. The information on its websites is supplemented regularly and any changes may be made at any time with immediate effect and without any notice.
3. Marktmentor excludes all liability for any direct or indirect damage, of whatever nature, arising from or in any way connected with the visit to and/or use of its websites or with the temporary impossibility of consulting its websites. Marktmentor is also not liable for direct or indirect damage resulting from the use of information obtained through its websites.
4. The Client may not disclose or reproduce works protected by copyright or other information available through its websites without the prior consent in Writing of Marktmentor.
5. Marktmentor does not warrant that the information on its websites is suitable for the purpose for which the information is used and/or consulted. All information, products and services (incl. Services and Tools) are offered in the condition in which they actually are and without any (implied) guarantee or warranty as to their soundness and fitness for a particular purpose or otherwise.

Article 18. Notice and takedown

1. If and insofar as Marktmentor establishes that there is a (suspected) failure by the Client to fulfil its obligations towards Marktmentor or third parties and/or any (suspected) unlawful act by the Client, Marktmentor is entitled, in addition to claiming performance and/or the contractual penalties, to (temporarily) exclude the Client from the use of the Services or Tools or otherwise to restrict their use. In addition, Marktmentor has the right to close the account (temporarily or permanently), without any form of compensation being owed, or to do whatever is necessary to put an end to the infringement. Marktmentor has the right to remove any infringing/harmful information immediately without any warning. As a result, the Client may be unable to use the Services or Tools, or unable to use them fully. In no event is Marktmentor liable for the damage of whatever nature suffered by the Client as a result of this (temporary) closure, restriction or removal.

Article 19. Applicable law and competent court

1. These General Terms and Conditions, all current and future offers, Quotations and Agreements, and all acts performed by or on behalf of Marktmentor, including the agreements concluded by it, are governed exclusively by Dutch law.
2. All disputes relating to the matters referred to in the previous paragraph of this Article, including disagreement as to whether a dispute exists and disputes about the existence and validity of these General Terms and Conditions, Quotations and/or Agreements, shall be settled exclusively by the competent Dutch court in the district of Oost-Brabant.
3. If the Client is established, has an office and/or does business in a country that is not a member of the European Union and/or in the event of a situation that does not fall within the scope of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 or an equivalent thereof, Marktmentor is, without prejudice to the provisions of the previous paragraphs of this Article, entitled to submit a dispute to the Netherlands Arbitration Institute (NAI) in accordance with the Arbitration Rules of that institute. The arbitral tribunal shall consist of one arbitrator. The arbitral tribunal shall be appointed in accordance with the list procedure. The place of arbitration shall be Eindhoven, the Netherlands. The proceedings shall be conducted in the English language.
4. If and as soon as Marktmentor has initiated proceedings at the Netherlands Arbitration Institute (NAI), this body has exclusive jurisdiction to settle the dispute concerned and the Dutch court in the district of Oost-Brabant has no jurisdiction or no longer has jurisdiction (if proceedings are already pending there).
5. Without prejudice to the provisions of this Article, Marktmentor is furthermore entitled, in the case of cross-border debt collection, to apply to another competent Dutch court.
6. Marktmentor reserves the right at all times to open, view, change or use the information and images stored by the Client in its account(s) insofar as this is necessary for the proper performance of the Agreement, the proper functioning of the websites or the platform of Marktmentor and/or to check whether the Client complies with these General Terms and Conditions, the Agreement or applicable laws and/or regulations, or if Marktmentor is obliged to do so pursuant to a request or order from a government authority or pursuant to applicable laws and/or regulations. The Client hereby grants Marktmentor in advance all necessary consent and all necessary cooperation for this purpose.

Article 20. Miscellaneous

1. Interim amendments to these General Terms and Conditions by Marktmentor are permitted at all times. An amendment shall not take effect before the Client has been notified of it in Writing.
2. The most recent version of these General Terms and Conditions is available via the

websites of Marktmentor and will be provided free of charge at first request.