

GENERAL TERMS AND CONDITIONS THE SUSTAINABLES BV

REMOTE QUOTE (Version September 2015)

DISCLAIMER:

This is a translation of the Dutch “Algemene Voorwaarden REMOTE QUOTE” (General Terms and Conditions) of The Sustainable BV. This translation is for informative use only. It does not replace nor supplements the Dutch “Algemene Voorwaarden”.

1. Defenitions

The terms in these General Terms and Conditions that have a capitalised first letter have the following meaning:

- 1.1 “**Offer**”: the offer for the provision of the Services including all annexes which TS has presented to the Client
- 1.2 “**Acceptance Domain**”: The online domain in which the Consumer can accept an offer which has been presented to him.
- 1.3 “**General Terms and Conditions**”: These General Terms and Conditions The Sustainable B.V. (REMOTE QUOTE).
- 1.4 “**Consumer**”: a natural person who has requested an offer from Client on the Platform for the Product or has used the Platform to obtain information regarding such Product.
- 1.5 “**Consumer Information**”: personal data from Consumers which has been stored on the Platform.
- 1.6 “**Services**”: the combination of the Implementation Services, the Production Services and the (optional) Execution Services
- 1.7 “**Defect**”: a material non-compliance of the Services with the Agreement.
- 1.8 “**Hosting Platform**”: the ICT platform used by TS for the hosting of the Customer Journey Solution
- 1.9 “**Implementation Services**”: the services described in the Offer which need to be provided to make the Platform ready for production use by client for the Quote Application including, if appropriate, Bespoke Work.
- 1.10 “**Effective Date**”: the Effective Date of the Agreement as presented in the Offer.
- 1.11 “**Customer Journey Solution**”: the modular software solution as described in the Offer that is made available as a Software as a Service Solution (SaaS) to the Client, which automates the customer journey process of the Client in a scalable manner and consists of one or more of the following modules: the Registration Environment, the Quotation Tooling, the Acceptance Domain, and /or the Commissioning Management.
- 1.12 “**Registration Environment**”: an on-line environment where the Consumer can find information and can register for a specific promotion which may lead to the request for quote for a Product. The registration Environment can be stand-alone or embedded in the website of Client.
- 1.13 “**Intellectual Property Rights**”: Patents, trademarks, brand names, copyrights, database rights, confidential information (when protected by law), and all other rights providing a comparable form of protection, including requests for protection.
- 1.14 “**Bespoke Work**”: software components of the Customer Journey Solution that are tailor made for Client.
- 1.15 “**Milestone**”: specific results that have to be delivered to Client by TS per phase during the delivery of the Implementation Services.
- 1.16 “**Quotation Tooling**”: the software developed by TS that makes it possible for Consumer, the Client or employees of TS to produce quotes remotely by making use of data provided online by the Consumer, and possibly data gathered elsewhere (for example photos, land registry data and height data).
- 1.17 “**Quote Application**”: the specific application of the Quotation Tooling, agreed with the Client, including the Client Data and the supporting Consumer Information, like street view images and other information concerning the house of the Consumer.
- 1.18 “**Client**”: the legal entity or governmental organisation that has signed a contract with TS for the provision of Services.
- 1.19 “**Client Data**”: the data provided by the Client to TS which is the basis for the production of quotes for the Quote Application, like imagery, audio-visual and text material, calculation methodology for the determination of prices and price information.
- 1.20 “**Client Material**”: Client Data plus all other materials supplied to TS by the Client for the provision of the Services.
- 1.21 “**Commissioning Management**”: the software developed by TS that makes it possible to follow the status of the Consumer in the order process on the Platform and share this information with the Client which enables the commissioning of accepted quotes, including but not limited to planning solutions, digital commissioning of executed services or Products delivered by the Client to Consumers.
- 1.22 “**Agreement**”: the combination of an Offer as accepted by the Client and these General Terms and Conditions.
- 1.23 “**Platform**”: the combination of the Hosting Platform and the Customer Journey Solution
- 1.24 “**Production Services**”: the services as described in the Offer aimed at making it possible for the Client to make production use of the Platform.
- 1.25 “**Production Version**”: the version of the Platform that is provided by TS to the Client for acceptance “**Product**”: the products and

GENERAL TERMS AND CONDITIONS THE SUSTAINABLES BV

REMOTE QUOTE (Version September 2015)

- additional (installation)services or the independent services for which Client for which the Client, through the use of the Platform, intends to provide quotes.
- 1.26 **“Remote Quote Solution”**: the Customer Journey Solution, inclusive of at least the Quotation Tooling, which enables the Client to provide tailored quotes to Consumers remotely.
- 1.27 **“Specifications”**: the description in the Offer of the Quote Application, Client Data, Milestones and other additional requirements applicable to the Services.
- 1.28 **“Access Data”**: a username and password that can be used to gain access to a user account on the Platform.
- 1.29 **“TS”**: The Sustainables B.V.
- 1.30 **“Execution Services”**: additional optional services as described in the Offer, consisting of the work done by employees of TS using the Platform under assignment from and for the purpose of the Client.
- 1.31 **“Change”**: a change of the Agreement
- 1.32 **“Confidential Information”**: information that is shared between TS and Client within the context of the execution of the Agreement and that is confidential or can be reasonably be considered as confidential, irrespective of whether this information has a commercial, financial or technical nature. Confidential information can be exchanged written or verbally. The exchange has to have a reasonable relation with the execution of the Agreement.
- 1.33 **“Building Information”**: all information, Consumer Information as well as information obtained in a different way related to a residence, like information about the appearance and the technical specifications thereof (for instance, the amount of windows, type of bricks, tiles and insulation).
- ## 2. Applicability
- 2.1 These General Terms and Conditions are applicable to all Offers provided by TS and are a part of every agreement for the supply of the Services by TS to the Client.
- ## 3. Conclusion of the Agreement
- 3.1 Every offer by TS is exclusively included in an Offer. The Agreement is formed when the signed Offer send to TS. Purchase orders from Client are no valid forms of acceptance of the Offer by the Client.
- 3.2 An Offer is without obligation (vrijblijvend) and can be revoked by TS free of charge up until three days after the acceptance of the Offer by the Client. An Offer expires if it is not accepted by the Client within 30 days of its receipt.
- 3.3 The Agreement may be modified in writing by the drafting and signing of a revised Offer or through the exchange of e-mail. The digital archive held by TS containing the e-mail exchange constitutes exclusive evidence of the agreed changes.
- 3.4 The Agreement is exclusively composed of an Offer, any related e-mails exchanged between TS and the Client and these Terms and Conditions.
- 3.5 Time periods or dates agreed in the Agreement are not a fatal term. In case of an attributable failure of TS in its performance of the Agreement, TS shall only be in default after TS has received a written notice of default from the Client in which the Client provides TS with a reasonable term to perform its obligations and has failed to do so at the end of this term.
- ## 4. Provision of Services
- 4.1 TS will make its best efforts to provide the Services to the Client in accordance with the terms of the Agreement. All Services are provided by TS based on a best efforts obligation, except to the extent in which the Offer contains a clearly defined obligation to achieve a result.
- 4.2 TS endeavours to deliver the Services in accordance with the standard which can be expected of a reasonably acting and competent service provider with the knowledge and experience of TS.
- 4.3 TS is entitled to temporarily suspend the provision of the Services in whole or in part when it is necessary to perform maintenance on the Platform. The provision of the Services will not be suspended for a longer duration than reasonably necessary. Scheduled maintenance will be announced to the Client at least 5 working days in advance.
- 4.4 The Client accepts that the capacity of the platform by TS is limited to an agreed estimated number of Consumers requesting quotes simultaneously. If this number is exceeded at any time, TS has the right to temporarily suspend access to the Registration Environment. If the Client wants to have TS change this maximum capacity the request for doing so is considered a Change.
- ## 5. Use of Services
- 5.1 To enable the Client to make use of the Services TS will provide the Client with Access Data to the Platform.
- 5.2 The Client is responsible for maintaining the confidentiality of the Access Data and accepts that he is solely responsible for any use made of the Platform with its Access Data.
- 5.3 The use of the Services by the Client Services includes the functionality as described in the Offer of the Customer Journey Solution.
- 5.4 TS herewith grants the Client for the duration of the Agreement, the exclusive right to remotely

GENERAL TERMS AND CONDITIONS THE SUSTAINABLES BV

REMOTE QUOTE (Version September 2015)

- access and use the Platform, including the agreed functions of the Customer Journey Solution, which right is hereby accepted by the Client.
- 5.5 The following restrictions apply to the right to use the Platform as described in Article 5.4:
- The Platform may only be used by the Client for the agreed Quote Application;
 - The Platform may be used only by employees of the Client.
 - The Client may not sub-license its use right of the Platform.
 - Except to the extent permitted by law, or as agreed with TS, the Client may not change the Platform.
- 5.6 The Client is only entitled access to or use of the source and object code of the Customer Journey Solution, including Custom made solutions, if that has been explicitly agreed upon.
- 5.7 The Client may not use the Platform in a manner that is or may be harmful for or to the Platform or when the use can negatively influence the availability or accessibility of the Platform.
- 5.8 The Client may not use the Platform in a manner that infringes the legal rights of consumers, including, but not limited to the rights of consumers from Section 2b of Book 6 of the Dutch Civil Code and Article 11.7 and 11.7a of the Dutch Telecommunications Act.
- 6. Implementation Services**
- 6.1 The provision of Implementation Services will commence on the Effective Date and is divided into phases. Each phase will be completed by the completion of a Milestone by TS to the Client. Completion by TS of the Production Version of the Customer Journey solution is the last Milestone of the provision of the Implementation services.
- 6.2 TS and the Client will mutually agree upon on a project planning for the completion date for each Milestone. TS will make every effort to actually meet this completion date. The Client accepts that if TS does not meet a completion date this does not mean that TS is in default. Article 3.5 applies accordingly.
- 6.3 To enable TS to meet the project planning the Client will deploy a sufficient number of competent employees during the period in which the Implementation Services are provisioned. These employees will be authorized by the Client to take all necessary decisions on behalf of the Client during the course of the provision of the Implementation Services. Possible delays in the delivery of Milestones which are due to the unavailability of employees of the Client shall not be attributed to TS.
- 6.4 The Client shall provide TS with all necessary information, designs and specifications needed for the provision of the Implementation Services in a timely manner and shall ensure that it is correct and complete
- 6.5 TS is only required to start a subsequent phase in the delivery of the Implementation Services if the Milestone (s) of the preceding phase has been accepted by the Client in accordance with Article 9.
- 6.6 The Client shall provide on its own initiative to TS all instructions necessary to set up the Solution in accordance with the legal requirements applicable to Client when using the Platform for the Quote Application.
- 7. Quote Application**
- 7.1 The Client accepts that the agreed Quote Application is the basis for the functionality of the Client Journey Solution and cannot be modified for the duration of the Agreement.
- 7.2 By entering into the Agreement the Client confirms that he is aware of the description of the Quote Application by TS in the Offer and unconditionally accepts that the Client Data as described in the Offer constitutes an appropriate and sufficient basis for drawing up the Offer.
- 8. Bespoke Work**
- 8.1 If Bespoke Work has been agreed upon with the Client, TS shall in consultation with the Client specify the Bespoke Work and the way in which it will be developed .
- 8.2 TS shall develop Bespoke Work with care and in accordance with the Specifications.
- 8.3 TS shall develop Bespoke Work using a Scrum / Agile project approach. The Client accepts that the development of the Customised Solutions will initially not always be based on fully complete specifications. The specifications can be adjusted during the development work in close consultation with the Client in compliance with the Scrum / Agile project approach. During the development work TS and the Client will mutually agree which specifications will apply for each subsequent iteration. The Client accepts the risk that the Bespoke Work will not necessarily meet all the described specifications.
- 8.4 If the Client does not make clear and timely decisions during the development of the Bespoke Work TS may take the decisions it deems appropriate.
- 8.5 The Client accepts Bespoke Work in the state ("as-is") in which it is at the end of the last agreed iteration. After the last iteration TS is only required to correct errors in Bespoke Work if this has been expressly agreed upon between the Client and TS. If a draft design of the Bespoke Work is included in the Offer the Bespoke Work will be in accordance with this draft design, unless during the development work, the Client has instructed TS to

GENERAL TERMS AND CONDITIONS THE SUSTAINABLES BV

REMOTE QUOTE (Version September 2015)

- deviate from it .
- 8.6 All Intellectual Property Rights in Bespoke Work vest in TS. The Client only receives a right to use Bespoke Work as defined in the Agreement, unless otherwise agreed upon with the Client in the Offer or Exit plan.
- 9. Delivery and Acceptance**
- 9.1 All Milestones shall have to be accepted by the Client.
- 9.2 Upon completion of a Milestone the Client shall inspect and test the Milestone with the care and attention that may be reasonably expected from Client given the nature of the Milestone, and shall determine for himself whether the Milestone meets the Specifications.
- 9.3 To the extent that a Milestone consists of the completion of Bespoke Work, Article 8.5 applies accordingly.
- 9.4 Upon completion of the Production Version of the Platform the Client will perform an acceptance test which is aimed establishing whether the Production Version of the Platform meets the Specifications and whether the Client Data has been correctly implemented in the Customer Journey Solution. In this test the Client will at least apply the following test criteria: (i) a reasonable number of test quotes made with the use of the Platform will have to meet the specifications of Client. (ii) The Client data displayed on the Platform has been implemented by TS correctly and is correct and complete.
- 9.5 The Client shall disclose any Defects in a Milestone within 14 working days from the date of completion of the relevant Milestone in writing (by email or back log tracking system). If Client has not informed TS about any Defects in a Milestone within that period, the relevant Milestone is deemed to have been accepted by the Client.
- 9.6 If the Client discloses a Defect during the acceptance process TS will endeavour to its best ability to correct the observed Defects within a reasonable period. Client will report Defects in an understandable and motivated way to TS. TS is allowed to use a work-around or other temporary solution to take away the Defect.
- 9.7 By accepting the Production Version of the Platform the Client accepts that the functionality of the Platform enables him to meet all legally applicable requirements related to the issuing of quotes for the Quote Application.
- 9.8 Any production use by the Client after the date of completion of the Production Version of the Platform will be qualified as the acceptance of the Production Version of the Platform.
- 10. Execution Services**
- 10.1 The provision of Execution Services involve the use of the Platform by employees of TS on behalf of the Client. The results of the Execution Services have to be in accordance with the agreed Production Services. Examples of Execution Services include: A drafted quote, a rejection of a customer, planning of a installation or a home visit.
- 10.2 In the context of the provision of the Execution Services the employee of TS through the use of the Platform, manually performs one or more of the following tasks:
- he tests whether a residence is suitable for the relevant Product within the supply conditions applicable to the Product;
 - he measures a residence or determines the situation inside or outside a residence on the basis of purchased, publicly available or consumer supplied information such as technical information, user information and or images.
 - he determines the correct configuration or composition of the Product based on the Consumer's preferences and the measurement results for the residence of the Consumer and the Product specifications and determines immediately thereafter the price to be charged for the Product.
 - he conducts a conversation with the Consumer to obtain additional information.
 - he plans an installation date in collaboration with the Consumer.
 - or any other action that has been agreed upon in the Offer with the Client.
- 11. Production Services**
- 11.1 The provision of the Production Services starts on the date on which the Client accepts the Production Version of the Platform or on the date on which Client is deemed to have accepted the Production Version of the Platform, as described in Article 9.5.
- 12. Service Levels**
- 12.1 Any Agreements concerning an availability level (service levels) of the Platform are only valid if they are expressly included in the Offer.
- 12.2 If an availability level of the Platform has been agreed upon, the calculation thereof shall take account of scheduled downtime of the Platform for maintenance purposes that is announced in advance by TS and downtime caused by circumstances that are beyond of control of TS(This means that downtime as described in 12.2 is exclude from the downtime calculations). The by TS reported availability will count as complete evidence for the availability, level unless the Client can prove otherwise.
- 12.3 TS is not responsible for the availability of the

GENERAL TERMS AND CONDITIONS THE SUSTAINABLES BV

REMOTE QUOTE (Version September 2015)

- telecom infrastructure of the Client or the Internet connection used by the Client to access the Platform.
- 13. Change Management**
- 13.1 After the Effective Date the Client can submit written requests for changes in accordance with this Article 13.
- 13.2 Within 14 days after receipt of a request for a change by the Client TS will:
- determine the impact of the change on the Services;
 - determine whether additional facilities are necessary for the realization of the Change;
 - determine whether the Change makes it necessary to make a Tariff change,
- and will consequently based on the outcome of this investigation, submit a revised Offer to the Client.
- 13.3 The Client will decide within 14 working days after the submission of the revised Offer by TS if this Offer: (i) is acceptable or (ii) propose revisions on the revised Offer. If the Client proposes amendments to the revised Offer, TS and the Client will consequently negotiate about proposed revisions.
- 13.4 A proposed Change is only applicable if the revised Offer of TS has been accepted by Client.
- 14. Additional work**
- 14.1 If during the execution of the Implementation Services the Client, in the opinion of TS, expects TS to perform work, which is out of the scope of the Offer, TS will report this immediately to the Client.
- 14.2 The notice referred to in Article 14.1, is provided by means of TS sending a modified Offer to the Client. Any agreement on the concerned additional work is subject to the Client returning the signed modified Offer to TS.
- 15. Guarantees**
- 15.1 TS guarantees to the Client that:
- the Platform will materially function in accordance with the Specifications;
 - the Hosting Platform will meet the requirements that are set out in the Offer and, if applicable, will be available to the Client in accordance with the agreed service levels.
- 15.2 TS does not guarantee that:
- the Platform or Bespoke Work is always free of Defects;
 - the Platform is compatible or interoperable with any application, IT environment or service provided by a third party, unless this is explicitly included in the Offer.
- the Platform complies with any law or regulation that applies to the Client, unless this has explicitly been included in the Offer.
- 15.3 TS does not provide any other guarantees in connection with the Agreement, other than provided for as part of this Article 15.
- 16. Remuneration and Payment**
- 16.1 In consideration of the provision of the Services, not including the development of Bespoke Work, the Client shall pay TS a standard fee in EUR, excluding VAT as described in the Offer. The standard fee consists of:
- a fixed monthly fee;
 - a variable fee based on a specific fee per volume unit as described in the Offer. A unit may be a quote, scheduled installation, closed definitive agreement or other unit specifically identified in the Offer.
- 16.2 The fee for the development of Bespoke Work is separate from the standard fee as provided for in Article 16.1. The composition of the fee for Bespoke Work is described in full in the Offer.
- 16.3 The standard fixed monthly fee is payable in advance by the Client. The variable fees are payable per month in arrears based on the units achieved in the previous month. The fee for Bespoke Work is payable from the date on which the relevant Milestone is delivered by TS to the Client.
- 16.4 An invoice is paid by the Client by transferring the amount due to the bank account of TS within 14 days of the invoice date.
- 16.5 If the Agreement has a duration of more than one year TS, after the expiration of a term of 1 year, has the right to increase the agreed standard fee in accordance with an increase in the consumer price index figure from the CBS (if any) for that year.
- 16.6 The Client accepts that TS bases the variable fee on a reasonable minimum unit volume per month, as described in the Offer. If the minimum unit volume is not met over a period of two months, TS shall discuss with the Client an adjustment of the fees or the Services. If after the consultations the minimum unit volume is not met within one month of written notification from TS to Client TS has the right to terminate the Agreement unilaterally and without any charges.
- 16.7 If an invoice is not paid on time by Client, Client is legally in default without TS having to send a written notice of default. From the date on which the Client is in default until the moment of full payment, TS has the right to charge the statutory interest rate to the Client.
- 16.8 If the Client is in default in the payment of invoices,

GENERAL TERMS AND CONDITIONS THE SUSTAINABLES BV

REMOTE QUOTE (Version September 2015)

- all reasonable and actual extra judicial collection costs will be recovered from the Client. These costs have a minimum of 15% of the amount to be recovered from Client.
- 17. Client Material**
- 17.1 Client hereby grants a non-exclusive right to TS, which right TS hereby accepts, to store, reproduce and otherwise use Client Material to the extent necessary to enable TS to provide the Services for the duration of the Agreement and to enforce its rights pursuant to the Agreement.
- 17.2 Notwithstanding the right of TS as defined in Article 17.1, the Agreement is not intended to transfer Intellectual Property Rights related to Client Materials to TS.
- 17.3 Client warrants that the Client Material does not infringe the copyrights of a third party or otherwise infringes the rights of third parties.
- 17.4 If TS receives a claim from a third party which is based on an infringement of a third party right of the Client Material, , TS may remove all relevant Client Material from the Platform without prior notice.
- 18. Use of Building Information**
- 18.1 Client hereby provides to TS the right, which right TS hereby accepts, to use anonymous Building Information to improve and further develop its services and Quotation Tooling, including the use for improving algorithms, calculations and to establish Building statistics by geographic region.
- 19. Intellectual Property Rights**
- 19.1 All Intellectual Property Rights in the Customer Journey Solution, Additional Work and all Milestones vestt exclusively in TS.
- 19.2 TS hereby grants to Client a non-exclusive right for the duration of the Agreement, which right is hereby accepted by Client, to use the Intellectual Property Rights to the extent reasonably necessary to use the Services.
- 19.3 This Agreement is not intended to require TS to provide to Client any technical or development information, except when this is specifically described in the Offer.
- 20. Indemnification**
- 20.1 Client indemnifies TS for all claims of third parties, including Consumers and possible Dutch regulators related to the implementation of the Agreement by TS, its use as described in Article 18 and/or an inaccuracy or incompleteness in the Client Materials, and will fully compensate TS for the negative financial consequences for TS from such claims.
- 21. Limitation of Liability**
- 21.1 The limitation of liability contained in this Article 21 applies to the entire liability of TS arising from the Agreement or from a tortious act.
- 21.2 TS is not liable for any indirect or consequential damages including but not limited to, loss of revenue, loss of profits, damages resulting from the lack of anticipated savings, loss or damage of Consumer Information and damage to the reputation of Client.
- 21.3 TS is not liable for damages caused by an error or other shortcoming in Client Data.
- 21.4 The maximum liability of TS due to errors that are attributable to TS in the execution of the Services related to individual Consumers (eg. Drafting of a quote, planning of an installation) is limited a maximum per incident of the per unit fee as described in Article 16.1b.
- 21.5 The liability of TS for property- or personal damage is limited to the maximum of the cover provided by the business liability insurance (bedrijfsaansprakelijkheidverzekering) of TS.
- 21.6 For all direct damages for which no specific limitation of liability is accounted for in this Article 21 the liability of TS per incident is limited to 100% of the fee paid by Client to TS for the Services provided by TS to the Client over the 3 months prior to the incident with a maximum of €250.000 per calendar year.
- 21.7 TS has unlimited liability for damage that is directly attributable to its own wilful intent or gross negligence.
- 22. Processing of Consumer Information**
- 22.1 To the extent the Client provides Consumer Information to TS, Client guarantees to TS that he is fully authorized to do so.
- 22.2 TS will only use Consumer Information to execute the Agreement, unless parties agree otherwise in writing.
- 22.3 TS shall process Consumer Information on behalf of the Client as data processor in accordance with the requirements of the Wet Bescherming Persoonsgegevens (WBP) and any subsequent legislation that replaces the WBP. If requested to do so in writing by the Client, TS is willing to negotiate an additional industry standard data processing agreement. This additional agreement shall not oblige TS to provide services in connection with the processing of Consumer Information that are free of charge.
- 22.4 At the request of the Client TS shall cooperate free of charge with the Client to enable Client to meet the statutory rights of Consumer to access, modify and delete Consumer Information.
- 22.5 TS indemnifies the Client and will hold the Client fully harmless from and against any claim from a Consumer based on an alleged breach by TS of the WBP in the processing of Consumer

GENERAL TERMS AND CONDITIONS THE SUSTAINABLES BV

REMOTE QUOTE (Version September 2015)

- Information.
- 23. Access and Security of Consumer Information**
- 23.1 TS will always ensure an adequate information security for Consumer Information that is in accordance with current applicable insights and technical capabilities. Upon request TS will inform Client about the measures taken to secure the Consumer Information.
- 23.2 Client has the right to inspect the information security policy of TS and test its application, for example by commissioning an audit. The scope of such an audit may include third parties, such as software developers and hosting parties. It can relate to servers and devices (hardware) physical measures, applications, platform (software) and ICT infrastructure, such as data transmission over a secure line.
- 23.3 An audit as referred to in Article 23.2 shall be conducted during business hours and in accordance with the access policy of the supplier (s) of TS.
- 24. Confidentiality**
- 24.1 TS will:
- keep Confidential Information of the Client secret and not communicate it to any third party except to the extent permitted under this Article 24;
 - protect Confidential Information of the Client against unauthorized access by third parties with at least the same care as applies to its own Confidential Information; and
 - will use Confidential Information of the Client exclusively for the execution of the Agreement.
- 24.2 The Client will:
- keep Confidential Information of TS secret and not communicate it to any third party except to the extent permitted under this Article 24; and
 - protect Confidential Information of TS against unauthorized access by third parties with at least the same care as those applying to its own Confidential Information; and
 - will use Confidential Information of TS exclusively for the execution of the Agreement.
- 24.3 Confidential Information of the Client may only be communicated by TS to: (i) employees and subcontractors when strictly necessary for the execution of the obligations of TS under the Agreement and (ii) a court or other competent authority after receiving a legal injunction designed to ensure disclosure of that information.
- 24.4 The obligations of this Article 24 do not apply to Confidential Information which is:
- publicly known other than as a result of a breach of confidentiality obligations;
 - confidential Information obtained from a third party that that was authorised to supply the receiving party this information.
 - Information developed independently by one party without making use of Confidential Information of the other party.
- 25. Duration and Termination of the Agreement**
- 25.1 The Agreement commences on the Effective date as described in the Offer and shall expire by operation of the law at the termination date as stated in the Offer unless TS and Client have agreed prolongation written prolongation of the Agreement.
- 25.2 Both parties may terminate the Agreement prior to the expiration of its term if the other party has failed to perform a material obligation pursuant to the Agreement and if he has failed to perform an obligation pursuant to the Agreement which is not remedied within 14 days after he has received a written notice from the other party. The obligation to pay an invoice is a material obligation pursuant to the Agreement of the Client.
- 25.3 TS may terminate the Agreement with immediate effect in writing, if any of the following conditions apply:
- The client does not use the Platform for more than 3 months, (unless this has been explicitly agreed to in the Offer);
 - The Client no longer offers the Product;
 - The Client is in default with the payment of an invoice
 - The Client is in a position in which he can no longer meet his obligations such as bankruptcy, suspension of payment or any other relevant state; or
 - The Client is dissolved.
- 25.4 TS can terminate the Agreement in writing for economic reasons with a notice period of 6 months.
- 26. Exit scenario**
- 26.1 Without prejudice to its right under Article 18, TS shall, within 5 days after the date the Agreement ends :
- terminate the access of the Client to the Platform;
 - provide the Client with a copy of the Consumer Information in a common electronic file format and then remove all Consumer Information irrevocably from the Platform, or make the Customer Information available on a TS server for the Client for another period to be agreed between TS and Client in exchange for payment of the then applicable TS hosting fee.

GENERAL TERMS AND CONDITIONS THE SUSTAINABLES BV

REMOTE QUOTE (Version September 2015)

27. General

- 27.1 TS is not required to comply with the Agreement if it is prevented to do so by a force majeure. Force majeure for TS includes the following: (i) attributable failure of the supplier of the Hosting Platform, (ii) deficiencies in the Client Information, (iii) government measures, (iv) electricity and telecommunications failures, and (v) Internet failures. If a force majeure situation has lasted longer than 30 days the Client may unilaterally terminate the Agreement by written notice without charge, without TS owing anything to the Client as a result of the termination.
- 27.2 TS may use subcontractors without permission of Client
- 27.3 TS is entitled to transfer its rights and obligations to a third party without consent of the Client to the extent this is necessary in the context of the sale of all or a part of its business.

28. Governing law and dispute resolution

- 28.1 The Agreement is governed by Dutch law.
- 28.2 All disputes in connection with the Agreement will finally settled by the competent court in Amsterdam