

Odin Company B.V.
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Article 1 Definitions

In these General Terms and Conditions, the definitions below have the following meanings:

- 1.1 General Terms and Conditions: The general terms and conditions of Odin Company B.V.
- 1.2 Odin: Odin Company B.V., registered in the trade register of the Chamber of Commerce under number 57732590, located in (6534 AB) Nijmegen, at Jonkerbosplein 52.
- 1.2 Application: The software module made available to the Customer through the Cloud Service and developed by Odin called Match Connector, being a measuring instrument with which a person's unconscious motivations and conscious behaviour can be mapped, as well as any additional software.
- 1.3 Availability: The period during which the Customer actually has the Application available through the Cloud Service.
- 1.4 Cloud service: Odin making and keeping the Application available for the Customer on a Server for a fee.
- 1.5 User: a natural person who is authorized by the Customer to use the Application via the Portal.
- 1.6 Customer: the (potential) customer of Odin who acts in the exercise of a profession or business and who enters into an Agreement with Odin, whether or not through the intervention of a reseller or agent of Odin.
- 1.7 Agreement: the agreement as agreed between Odin and the Customer that relates to the Cloud Service.
- 1.8 Personal data: any data relating to a directly or indirectly identified or identifiable natural person, such as the User or employees of the Customer, that is processed when using the Cloud Service.
- 1.9 Portal: the internet site where the Customer and User can use the Cloud Service.
- 1.10 Server: a computer or associated group of computers and related hardware ("cloud") managed by or on behalf of Odin, containing web server equipment, the Application and supporting software and/or database software, which can be reached by means of the internet.
- 1.11 Access means: the means, such as a token or combination of access code and a user name, with which the Portal and the Application can be accessed.

Article 2 Applicability of General Terms and Conditions

- 2.1 These general terms and conditions apply to all agreements and services provided by Odin to the customer.. By using the Application, the Customer agrees to these Terms and Conditions. Any general terms and conditions of the User are expressly rejected.
- 2.2 If a provision of these general terms and conditions is null and void or is declared null and void, the other provisions of these general terms and conditions will remain in full force and effect. The parties will then enter into consultation to agree on new provisions to replace the void or annulled provisions. The purpose and scope of the void or annulled provisions are taken into account as much as possible.
- 2.3 Odin may change or supplement these general terms and conditions. Changes also apply to Agreements already concluded, subject to a period of 30 days after notification to the Customer. The amended Terms and Conditions will be effective immediately upon being posted on Odin's website or being communicated to the Customer via the Application.
- 2.4 Odin is entitled to transfer its rights and obligations under the Agreement to a third party who takes over the Application or the relevant business activity from it.

Article 3 Availability and adjustment of Cloud Service and Application

- 3.1 Odin will make every effort to ensure that the agreed Cloud Service always functions properly and strives for the highest possible availability, quality and security of the Cloud Service. However, Odin does not guarantee that the Cloud Service will function without errors, malfunctions or interruptions.
- 3.2 Odin reserves the right to change the technical and functional properties of the Application and the Cloud Service at any time, to improve the functionality and to correct any errors or to comply with applicable laws and regulations with or without notice, without incurring any liability. Odin is not obliged to maintain, change or add certain properties or functionalities of the Cloud Service or Application specifically for the Customer. Odin is entitled to implement temporary solutions, program bypasses or problem-avoiding restrictions in the Application.
- 3.3 Odin makes every effort to detect and repair any errors in the Cloud Service. However, Odin cannot guarantee that all errors will be corrected.
- 3.4 Odin reserves the right to temporarily decommission the Cloud Service for, among other things, maintenance, adjustment or improvement of Odin's computer systems. Odin will ensure that such decommissioning takes place outside office hours as much as possible and will inform the Customer of the planned decommissioning in a timely manner. Such an announced decommissioning of the Cloud Service cannot under any circumstances be regarded as a failure by Odin to fulfil its obligations towards the Customer.

Article 4. Access to the Cloud Service

- 4.1 The Customer is prohibited from using the Application and the Cloud Service in such a way that this leads to overload and/or disruptions to the ODC environment, from making excessive automatic calls to the Application and the Cloud Service, from storing information in violation of relevant copyright legislation, to tarnish the good name of Odin and more generally to do anything in connection with the Application and the Cloud Service that is contrary to Dutch or other applicable laws and regulations.
- 4.2 If, in the opinion of Odin, nuisance, damage or other danger arises for the functioning of the computer systems or the network of Odin or third parties and/or of the services provided via the internet, in particular due to excessive sending of e-mail or other data, leaks of Personal Data or activities of viruses, Trojans and similar software, Odin is entitled to take all measures that it reasonably deems necessary to avert or prevent this danger.
- 4.3 Odin is at all times entitled to report established criminal offenses. Furthermore, Odin is entitled to provide name, address, IP address and other identifying information to the police or other authorized parties upon proper order.
- 4.4 The Customer is responsible for any use, with or without his permission, of the Cloud Service and the Access Tools made available to him. The Customer is responsible for maintaining the confidentiality of their login credentials and all activities conducted through their account. Odin is not liable for damage to the Customer and/or third parties caused by unauthorized use of the Access Tools.
- 4.5 The Access Resources provided are non-transferable, strictly personal and exclusively for use within the Customer's organization. The Customer will exercise due care with regard to the use of the Means of Access and keep them confidential from third parties.
- 4.6 The Customer can request Odin to block the Means of Access. Odin is also entitled to block Access Means at any time on its own initiative if Odin is aware of unauthorized use of the Access Means. In that case, Odin is not liable for damage to the Customer and/or third parties caused by blocking the Means of Access.
- 4.7 The Customer ensures that all information that Odin indicates is necessary or that the Customer reasonably understands or should understand is necessary for the execution of the assignment, is made available to Odin. If the required information is not made available in a timely manner, Odin may suspend the execution of the agreement and charge any additional costs to the Customer.
- 4.8 Odin is not obliged to make backup copies of data stored by the Customer when using the Cloud Service. Any backups made may be destroyed at any time after termination of the Agreement. It is the Customer's responsibility to request a backup upon termination of the Agreement.
- 4.9 Odin is not obliged to have a backup centre or other backup facilities for the implementation of the Cloud Service.

Article 5 Third-party applications

- 5.1 If and insofar as Odin makes third-party software available to the Customer when performing the Cloud Service, the terms and conditions of those third parties apply to that software, overriding the provisions between Odin and the Customer. The Customer accepts the aforementioned third-party terms and conditions.
- 5.2 If and insofar as the aforementioned third-party terms and conditions are deemed not to apply or are declared inapplicable in the relationship between the Customer and Odin for whatever reason, the provisions between Odin and the Customer regarding the use of the Cloud Service and the Software.
- 5.3 With regard to the use and maintenance of third-party software, Odin can never be held liable for more or differently than what applies in the relationship between Odin and its relevant supplier of that software.
- 5.4 Odin is not responsible for the availability, accuracy, or performance of third-party applications and shall not be liable for any damages or losses arising from their use.

Article 6 Compensation and payment

- 6.1 The fees payable for the Cloud Service are included in Appendix 2 to the Agreement or the Agreement itself. All prices are exclusive of sales tax and levies imposed by the government. Odin can adjust the agreed rates once a year based on the development of the service price index as published by Statistics Netherlands (CBS).
- 6.2 Payment of the invoice sent by Odin must be made within 14 days of the invoice date, without deduction, discount or settlement. Objections to the amount of the invoice or complaints about the service do not suspend the Customer's payment obligation.
- 6.3 If an amount due is not paid within the payment term, statutory interest is due on the outstanding invoice amount without further notice of default. In the event of late payment, in addition to the amount due and the interest due, the Customer is also obliged to pay full compensation for both extrajudicial and judicial collection costs, including the costs for lawyers, bailiffs and collection agencies.
- 6.4 A claim for payment is immediately due and payable if the Customer is declared bankrupt, applies for a suspension of payments, has a complete seizure of assets, goes into liquidation or is dissolved.
- 6.5 In the event that the Customer does not pay amounts due on time, Odin is entitled to completely block the use of the Application and the Cloud Service until the amounts have been paid.

Article 7 Intellectual property rights

- 7.1 All intellectual property rights to all Applications, other software, documentation and other materials developed or made available in the context of the Cloud Services, on which any form of intellectual

property may rest, rest exclusively with Odin or its licensors. Nothing in this Agreement shall be construed as a transfer of any intellectual property rights. The intellectual property rights to all material made available to the Customer in the context of the Agreement, including but not limited to quotations, analyses, models, designs, methodologies, software, training materials, user manuals, databases, training materials and reports as well as preparatory material, logos, brands, trade names belong to Odin or its licensors.

- 7.2 As soon as the Customer discovers that third parties are infringing Odin's Intellectual Property Rights, such as trademarks, patents, copyrights, trade name rights, models or other intangible rights, the Customer will immediately inform Odin of this.
- 7.3 The Customer only obtains a non-exclusive, non-transferable, limited user rights and powers as expressly granted in writing in the Agreement or otherwise. The Customer will not otherwise reproduce or make public or modify the Applications, documentation and other materials developed or made available in the context of the Cloud Services. The Customer is not permitted to remove or change any indication regarding copyrights, trademarks, trade names or other intellectual property rights from Applications, other software, documentation and other materials developed or made available in the context of the Cloud Services, including indications regarding the confidential nature and secrecy of the materials.
- 7.4 The Customer is not entitled to independently repair errors in the software of the Cloud Service, to make adjustments to it, to transfer it to other equipment, to link it with other equipment and software, to independently expand the functionality, set parameters to change and/or remove protections.

Article 8 Processing of Personal Data

- 8.1 Odin processes personal data in compliance with the General Data Protection Regulation (GDPR) and other applicable privacy laws. Odin processes Personal Data for the benefit and under the responsibility of the Customer during the execution of the Agreement. The Customer is the "controller" for these Processings by Odin and Odin qualifies as a "processor" within the meaning of the General Data Protection Regulation. The agreements between Odin and the Customer with regard to the processing of Personal Data of Users, among others, are included in the processing agreement concluded between Odin and the Customer. More information about the importance that Odin attaches to the protection of Personal Data can be found in additional documentation, which will be sent at the Customer's request. The User consents to the processing of their personal data as described in Odin's Privacy Policy, which is available on Odin's website.

Article 9 Liability

- 9.1 Odin's total liability due to an attributable shortcoming in the fulfilment of the Agreement or on any other legal basis, expressly including any shortcoming in the fulfilment of a warranty obligation agreed with the Customer, is per incident or combination of similar and related incidents. limited to compensation for direct damage up to a maximum of the amount that the Customer owes Odin in compensation on average over a period of 6 months during the agreed term of the Agreement. The average for this 6-month period is calculated over the entire period of the term of the Agreement. This limitation of liability applies mutatis mutandis to any indemnification obligations of Odin.
- 9.2 The aforementioned limitation of Odin's liability does not apply if the damage is caused by intent or gross negligence on the part of Odin's management.
- 9.3 Odin's liability for indirect damage such as, but not limited to, consequential damage, lost profits, lost savings, reduced goodwill, damage due to business stagnation, damage as a result of the (proper) functioning of the Cloud Service, the Portal, the Server and/or the Means of Access, damage resulting from loss of Personal Data, damage resulting from fines imposed by enforcement authorities such as the Dutch Data Protection Authority, damage to reputation and damage resulting from claims from the Customer's customers against the Customer, is explicitly excluded.
- 9.4 A condition for any right to compensation to arise is that the Customer reports the damage to Odin in writing as soon as possible after it has occurred. Any claim for compensation against Odin shall lapse upon the mere expiration of 24 months after the claim arose.
- 9.5 The provisions of the previous paragraphs as well as all other limitations and exclusions of liability stated in these Terms and Conditions also apply to the benefit of all (legal) persons used by Odin in the execution of the Agreement.

Article 10 Force majeure

- 10.1 Neither Party is obliged to fulfil any obligation, including any warranty obligation agreed between the Parties, if a Party is prevented from doing so as a result of force majeure. Force majeure also includes force majeure of Odin's suppliers, failure to properly fulfil obligations of suppliers prescribed to Odin by the Customer, government measures, electricity disruption, disruption of the internet, computer network or telecommunications facilities, (civil) war, work occupation, strike, general transport problems and terrorism.

Article 11 Confidentiality

- 11.1 Each of the parties will keep the information it receives (in whatever form) from the other party and all other information regarding the other party that it knows or can reasonably suspect to be secret or

confidential, or information that it can expect to that its dissemination could harm the other party, keep it confidential and take the necessary measures to ensure that its personnel will keep the said information confidential.

- 11.2 The Customer acknowledges that the Cloud Service and the Application are always confidential in nature and that they contain trade secrets of Odin, its supplier or the manufacturer of the software.
- 11.3 Notwithstanding the first paragraph of this article, if Odin acts for itself in civil or criminal proceedings, it may use the information provided by the Customer, as well as other information of which it has become aware during the execution of the Agreement, if it her judgment may be important in her defence.
- 11.4 The obligation of confidentiality stated in this article does not apply to information that must be made public by the receiving party on the basis of a legal obligation.
- 11.5 The obligation of confidentiality described in this article will remain in full force after the termination of the Agreement.

Article 12 Duration and termination and consequences thereof

- 12.1 The Agreement is entered into for a period of three years, unless the parties agree otherwise. The Agreement is tacitly renewed each time for a period of three years, unless the Customer or Odin terminates this Agreement in writing by registered letter, taking into account a notice period of three months before the end of the relevant period.
- 12.2 Each Party is entitled to terminate the Agreement due to an attributable failure to comply with the Agreement if the other Party attributably fails to fulfill essential obligations under the Agreement. Dissolution is only possible after a complete and detailed written notice of default, setting a reasonable period for rectification of the shortcoming. Any payment obligation of the Customer and all other obligations to cooperate by the Customer or a third party engaged by the Customer always apply as essential obligations under this Agreement.
- 12.3 At the time of termination as referred to above, performances already performed in the execution of the Agreement will not be subject to cancellation, unless the Customer proves that Odin is in default with regard to a substantial part of those performances. In that case, the value of the services already performed by Odin for the Customer (subject to proof to the contrary) will be determined equal to that of the fees already paid. Amounts that Odin has invoiced before the termination in connection with what Odin has already properly performed or delivered in the execution of the Agreement, remain due without prejudice to the provisions of the previous sentence and become immediately due and payable at the time of termination.
- 12.4 The Customer is not entitled to terminate this Agreement prematurely. Each of the Parties may terminate the Agreement in writing in whole or in part without notice of default with immediate effect if the other Party is granted a suspension of payments - provisionally or otherwise - if bankruptcy is filed for the other Party, or if the company of the other Party is liquidated or terminated other than for the purpose of corporate restructuring. Odin is not obliged to refund any monies already received or to pay compensation in connection with such termination. In the event of bankruptcy of the Customer, the right to use the Cloud Service and the Application lapses.
- 12.5 Odin has no obligation to retain the Personal and other data entered and generated by the Customer. The Customer must ensure that before the end of the Agreement, he secures all (Personal) data that he still wants to keep by downloading PDF files.
- 12.6 Odin has no obligation to destroy as far as measurements and research data generated for candidates are concerned. Odin is entitled to offer the candidates that they will continue to have access to the relevant measurements free of charge, as it is very important for the candidates that a baseline measurement and subsequent measurements are retained for them. The Customer is obliged to invite Users to enter into a user agreement with Odin or a party designated by Odin. If the Customer requires the cooperation of its clients for this, the Customer is obliged to agree this cooperation in writing at the start of its agreement with its clients.

Article 13 Disputes and applicable law

- 13.1 The Agreement and these General Terms and Conditions are exclusively governed by Dutch law. Any disputes arising out of or in connection with these Terms and Conditions between the Parties will in the first instance be submitted exclusively to the competent judge of the East Brabant District Court.

Article 14 Other provisions

- 14.1 If any provision of this Agreement proves to be void, this will not affect the validity of the entire Agreement. In that case, the parties will establish a new provision(s) to replace it, with which they adhere to the intention of the original Agreement as much as legally possible.
- 14.2 If Odin must carry out work relating to data of the Customer, its employees or Users based on a request or authorized order from a government agency or in connection with a legal obligation, all associated costs will be charged to the Customer. , unless the reason for this investigation lies with Odin. Odin will inform the Customer of this in advance as far as possible.
- 14.3 The version of any communication received or stored by Odin is considered authentic (including log files), unless the Customer provides proof to the contrary.
- 14.4 The parties will always inform each other in writing within a reasonable period of any changes in name, postal address, e-mail address, telephone number and, if requested, bank or giro number.

15.5 Odin's failure to enforce any right or provision of these Terms and Conditions does not constitute a waiver of such right or provision.