

Terms and Conditions weCollaborate

Westerhaar-Vriezenveensewijk, 27th December 2021



Mrs. E. Wessels, trading under the name weCollaborate (hereinafter: weCollaborate) is registered at the Chamber of Commerce ("Kamer van Koophandel") with number 77430174 and is located at Sibculoseweg 14 (7676 PC) in Westerhaar-Vriezenveensewijk, Netherlands.

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used with the following meaning, unless explicitly stated otherwise.
2. **Offer:** any offer or quotation to the Client for the provision of Services by weCollaborate.
3. **Services:** advising the Client in the field of color technology, color formulations and color raw materials as well as analysis in this regard. weCollaborate can also offer services in the field of training, coaching and development of employees of the Client (both online and offline) as well as various interim activities in the field of color and / or lab management.
4. **Service Provider:** Ms. E. Wessels, acting under the name of weCollaborate, incorporated under Dutch law, established in the Netherlands and offering Services to the Client hereinafter: weCollaborate.
5. **Event:** the training, coaching, workshop, meeting, brainstorming session or meeting that weCollaborate can organize for the Client (and / or its employees).
6. **Client:** the natural or legal person acting in the exercise of a profession or business that weCollaborate has appointed, has provided projects to weCollaborate for Services performed by weCollaborate, or to whom weCollaborate has made a proposal on the basis of an Agreement.
7. **Agreement:** any Agreement and other obligations between the Client and weCollaborate, as well as proposals by weCollaborate for Services provided by weCollaborate to the Client and which are accepted by the Client and have been accepted and performed by weCollaborate, with which these general terms and conditions form an inseparable whole.

Article 2 - Applicability

1. These general terms and conditions apply to every Offer by weCollaborate, every Agreement between weCollaborate and the Client and to every service offered by weCollaborate.
2. Before an Agreement is concluded, the Client will have access to these general terms and conditions. If this is not reasonably possible, weCollaborate will indicate to the Client how the Client can inspect the general terms and conditions.



3. Deviation from these general terms and conditions is not possible. In exceptional situations, the general terms and conditions can be deviated from insofar as this has been explicitly agreed in writing with weCollaborate.
4. These general terms and conditions also apply to additional, amended and follow-up assignments from the Client.
5. The general terms and conditions of the Client are excluded.
6. If one or more provisions of these general terms and conditions are partially or completely null and void or are nullified, the other provisions of these general terms and conditions will remain in force, and the invalid / nullified provision (s) will be replaced by a provision with the same purport as the original provision.
7. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions should be assessed and explained in the spirit of these general terms and conditions.
8. The applicability of articles 7: 404 BW and 7: 407 paragraph 2 BW (Dutch civil law) is explicitly excluded.
9. If reference is made to she/her in these general terms and conditions, this should also be understood as a reference to he/him/his, if and insofar as applicable.
10. In the event that weCollaborate has not always demanded compliance with these general terms and conditions, it retains its right to demand full or partial compliance with these general terms and conditions.

Article 3 - The Offer

1. All offers made by weCollaborate are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the Offer.
2. weCollaborate is only bound by an Offer if it is confirmed in writing by the Client within 30 days. Nevertheless, weCollaborate has the right to refuse an Agreement with a (potential) Client for good reason for weCollaborate.
3. The offer contains a description of the Services offered. The description is sufficiently specified so that the Client is able to make a proper assessment of the offer. Any information in the offer is only an indication and cannot be a ground for any compensation or dissolution of the Agreement.
4. Offers or quotations do not automatically apply to follow-up orders.
5. Delivery times in the weCollaborate offer are in principle indicative and do not entitle the Client to dissolution or compensation if they are exceeded, unless explicitly agreed otherwise.

Article 4 - Establishment of the Agreement

1. The Agreement is concluded the moment the Client has accepted an Offer or Agreement from weCollaborate by returning a signed copy (scanned or original) to weCollaborate, or giving an explicit and unambiguous agreement to the Offer by e-mail.
2. weCollaborate has the right to revoke the (signed) Agreement within 5 working days after receipt of the acceptance.
3. weCollaborate is not bound by an Offer if the Client could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or clerical error. The Client cannot derive any rights from this mistake or error.
4. If the Client cancels an already confirmed assignment, the costs actually incurred (including the time spent) will be charged to the Client.
5. Every Agreement that is entered into with weCollaborate or a project that is assigned to weCollaborate by the Client is vested in the company and not with an individual person associated with weCollaborate.
6. The Client's right of withdrawal is excluded, unless otherwise agreed.
7. If the Agreement is entered into by several Clients, each Client is individually jointly and severally liable for the fulfillment of all obligations arising from the Agreement.

Article 5 - Duration of the Agreement

1. The Agreement is entered into for an indefinite period of time, unless the content, nature or scope of the assignment entails that it has been entered into for a specified period of time. The duration of the assignment also depends on external factors, including, but not limited to, the quality and the timely delivery of the information that weCollaborate obtains from the Client.
2. Both the Client and weCollaborate can dissolve the Agreement on the basis of an attributable shortcoming in the performance of the Agreement if the other party has been given written notice of default and has been given a reasonable period to fulfill its obligations and it still fails to fulfill its obligations in that case. correctly. This also includes the Client's payment and cooperation obligations.
3. The dissolution of the Agreement does not affect the Client's payment obligations insofar as weCollaborate has already performed work or delivered performances at the time of the dissolution. Client must pay the agreed fee.
4. Parties can terminate the Agreement by registered letter with due observance of a notice period of three months. If the Agreement has not lasted for three months, the Agreement can be terminated with a notice period of one month.
5. In the event of premature termination of the Agreement, the Client will owe weCollaborate the costs actually incurred until then at the agreed (hourly) rate. The time registration of weCollaborate is leading in this.
6. Both the Client and weCollaborate can terminate the Agreement in whole or in part in writing with immediate effect, without further notice of default, in the event that one of the

parties is in suspension of payments, filed for bankruptcy or the company concerned ends by liquidation. If a situation as mentioned above occurs, weCollaborate is never obliged to refund monies already received and / or compensation.

Article 6 - Performance of the services

1. weCollaborate will make every effort to perform the agreed service with the greatest possible care, as may be expected of a good service provider. weCollaborate guarantees a professional and independent service. All Services are performed on the basis of a best-efforts obligation, unless a result has been explicitly agreed in writing which is described in detail.
2. The Agreement on the basis of which weCollaborate performs the Services is leading for the scope and scope of the services. The Agreement will only be performed for the benefit of the Client. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.
3. The information and data provided by the Client are the basis on which the Services and prices offered by weCollaborate are based. weCollaborate has the right to adjust its services and prices if the information provided turns out to be incorrect and / or incomplete.
4. In the performance of the Services, weCollaborate is not obliged or obliged to follow the instructions of the Client if this changes the content or scope of the agreed Services. If the instructions result in further work for weCollaborate, the Client is obliged to reimburse the additional additional costs accordingly on the basis of a new quotation.
5. If required by the nature and duration of the assignment, weCollaborate will keep the Client informed of the progress in the meantime via the agreed manner.
6. The performance of the Services is based on the information provided by the Client. If the information needs to be changed, this may have consequences for any established schedule. WeCollaborate is never liable for adjusting the planning. If the start, progress or delivery of the Services is delayed because, for example, the Client has not provided all the requested information or has not provided all requested information on time, or does not provide sufficient cooperation, a possible advance payment has not been received by weCollaborate in time or due to other circumstances, which are for the account and risk of the Client, if there is a delay, weCollaborate is entitled to a reasonable extension of the delivery / completion period. All damage and additional costs as a result of delay due to a cause as mentioned above are at the expense and risk of the Client.
7. If work is carried out by weCollaborate or third parties engaged by weCollaborate in the context of the agreement at the location of the Client or a location designated by the Client, the Client will provide the facilities reasonably required by or on behalf of weCollaborate free of charge.
8. If the Agreement is performed in phases, weCollaborate may suspend the performance of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing. weCollaborate is entitled to execute the Agreement in different phases and to invoice the part thus executed separately.

9. weCollaborate can, if instructed to do so, mediate in the realisation of one or more agreements between the Client and a third party for the actual performance of (project) activities in order to realise work of a material nature and / or items to deliver.

10. weCollaborate can only enter into Agreements with third parties for the actual performance of (project) activities to create a service and / or to deliver goods, only with the authorisation of the Client.

11. weCollaborate is entitled to refuse or not to perform those activities or (legal) acts that, in its sole opinion, do not fall within the scope of the Agreement, without failing to comply with the Agreement.

Article 7 - Obligations of the Client

1. The Client is obliged to provide all information requested by weCollaborate as well as relevant appendices and related information and data in a timely manner and / or before the start of the work and in the desired form for a correct and efficient performance of the Agreement. Failing this, it may occur that weCollaborate is unable to realise a full implementation and / or delivery of the relevant parts. The consequences of such a situation are at all times for the account and risk of the Client.

2. weCollaborate is not obliged to check the correctness and / or completeness of the information provided to it or to update the Client with regard to the information if it has changed over time, nor is weCollaborate responsible for the correctness and completeness of the information that weCollaborate has compiled for third parties and / or is provided to third parties in the context of the Agreement.

3. weCollaborate may request additional information if this is necessary for the performance of the Agreement. In the absence of this, weCollaborate is entitled to suspend its activities until the information has been received, without being obliged to pay any compensation for whatever reason towards the Client. In the event of changed circumstances, the Client must notify weCollaborate of this immediately or no later than 3 working days after the change has become known.

4. The Client is obliged to ensure that weCollaborate has access to all necessary facilities, materials, cooperation of the Client's employees and more that weCollaborate reasonably requires for the performance of its Services.

5. The Client is obliged to grant weCollaborate all powers required for the proper execution of the Agreement, including but not limited to the performance of legal acts, or at least the hiring and firing of personnel. The client is ultimately responsible for this and must give prior consent to the intended legal act. weCollaborate will only take care of the actual action, but at all times under the (final) responsibility of the Client.

6. Every assignment given to weCollaborate also entails the authority to engage auxiliary persons and to accept any liability limitations of these auxiliary persons on behalf of the Client. weCollaborate will consult with the Client as much as possible in advance when selecting and engaging these third parties and will exercise due care in doing so. weCollaborate is not liable for any shortcomings and / or unlawful acts of these auxiliary persons, except in the case of intent or gross negligence on the part of weCollaborate.

7. The client is also obliged to have a liability insurance in which weCollaborate is covered by these insurance policies. The Client is obliged to maintain the aforementioned insurance policies during the Agreement and guarantees that all premiums have been paid on time and in full.

Article 8 - Advice

1. weCollaborate can, if instructed to do so, draw up an advice, action plan, design, report, planning and / or reporting for the benefit of the service provision. The content thereof is not binding and only advisory in nature, but weCollaborate will observe its duties of care. The client decides itself and on its own responsibility whether to follow the advice.

2. The advice provided by weCollaborate, in whatever form, can never be regarded as binding advice.

3. At the first request of weCollaborate, the client is obliged to assess the proposals it provides. If weCollaborate is delayed in its activities, because the Client does not or not timely assess a proposal made by weCollaborate, the Client is at all times responsible for the resulting consequences, such as delay.

4. The nature of the service means that the result at all times depends on external factors that can influence the reports and advice of weCollaborate, such as the quality, correctness and timely delivery of the necessary information and data from the Client and its employees. The client guarantees the quality and the timely and correct delivery of the required data and information.

5. The Client will notify weCollaborate in writing prior to the commencement of the work of all circumstances that are or may be important, including any points and priorities for which the Client wishes attention.

Article 9 - Organisation of Event

1. If ordered to do so, weCollaborate can organize an Event for the Client and its employees.

2. The online Event can be offered via the online learning environment of weCollaborate (Knowledge Hub). weCollaborate grants the Client a non-exclusive and limited right of use with regard to the online training courses.

3. Client may only use the online learning environment for its own activities. The right of use is therefore not transferable and the Client is not permitted to sell, rent, sublicense the right of use or make it available to a third party in any way or for any purpose.

4. If the Event takes place physically, the Event will take place at the location of the Client or at a location to be determined by weCollaborate. If the Event takes place at the location of the Client, the Client is obliged to make the facilities required for the Event available in a timely manner. If an Event cannot take place or is delayed because the Client has not complied with the aforementioned obligation, all consequences thereof will be for the account and risk of the Client. weCollaborate is also entitled to issue instructions with regard to the suitability of the location and the facilities available there before the start of the Event.

5. The content of the Event offered by weCollaborate and the advice provided during the Event are not binding and only advisory in nature, but weCollaborate will observe its duties of care. As far as possible, the Event will be tailored to the wishes of the Client as well as the needs of the participant (s) concerned.
6. The Client will notify weCollaborate in writing prior to the start of the Event of all circumstances that are or may be important, including any points and priorities for which the Client wishes attention.
7. weCollaborate is entitled to cancel the Event or move it to another date if there are too few registrations. It is at the sole discretion of weCollaborate to relocate the Event. If the Client is not available on the new date set, the Client is entitled to a pro rata refund of monies already paid or it may participate in the Event on a different date. The parties will consult on this. If there are too many registrations, weCollaborate is entitled to have the Event take place in several sessions. If applicable, the aforementioned situation will be discussed with the Client in good time.

Article 10 - Actual project implementation

1. WeCollaborate's services are, apart from the performance of its own services, solely focused on project management, in the broadest sense of the word. Work carried out by third parties to deliver work of a material nature or to provide services will at all times be performed by third parties with which the Client has directly and directly concluded an agreement. weCollaborate is in no way involved in the performance of this agreement by the third party concerned.
2. weCollaborate can only advise and manage the project, but is never involved in the actual implementation by these third parties.
3. If and insofar as goods are delivered by third parties, this will only take place within the scope of the agreement between this third party and the Client, in accordance with the conditions of this third party. If and insofar as any guarantee has been provided, this guarantee is only enforceable against this third party. Complaints must be submitted directly to the third party unless agreement has been reached between all parties involved that weCollaborate is authorized to submit complaints on behalf of the Client.

Article 11 - Additional activities and changes

1. If during the execution of the Agreement it appears that the Agreement needs to be adjusted, or if further work is required at the request of the Client to achieve the desired result of the Client, the Client is obliged to pay for this additional work according to the agreed rate. . weCollaborate is not obliged to comply with this request and may require the Client to conclude a separate Agreement and / or refer it to an authorized third party.
2. If the additional activities are the result of negligence on the part of weCollaborate, weCollaborate has made an incorrect estimate or could reasonably have foreseen the activities concerned, these costs will not be passed on to the Client.

3. The originally stated term of execution may also be changed by an amendment to the agreement. The Client accepts the possibility of changing the agreement, including the change in price and term of execution.

4. If the agreement is amended, including an addition, then weCollaborate is entitled to implement it only after approval has been given by the person authorized within weCollaborate and the Client has agreed to the price and other conditions stated for the implementation, including the then to be determined time when it will be implemented. Not or not immediately executing the amended agreement does not constitute a breach of contract on the part of weCollaborate and is not a ground for the Client to terminate or cancel the agreement.

Article 12 - Prices and payment

1. All prices are in principle exclusive of turnover tax (VAT), unless otherwise agreed.
2. weCollaborate performs its services in accordance with the agreed hourly rate. The costs of the work are calculated afterwards on the basis of the time registration prepared by weCollaborate (subsequent calculation). In the case of interim work, the fee for this will be charged to the Client monthly, unless another payment arrangement has been agreed.
3. Travel time for the benefit of the Client and travel-related costs will be charged to the Client.
4. The Client is obliged to fully reimburse the costs of third parties deployed by weCollaborate after approval of the Client, unless explicitly agreed otherwise.
5. Parties may agree that the Client must pay an advance. If an advance has been agreed, the Client must pay the advance before commencing the performance of the services.
6. The client cannot derive any rights or expectations from a previously issued budget, unless the parties have explicitly agreed otherwise.
7. weCollaborate is entitled to annually increase the applicable prices and rates in accordance with the applicable inflation rates. Other price changes during the Agreement are only possible if and insofar as they have been explicitly set out in the Agreement (except for price changes on the basis of VAT increases and other price changes pursuant to laws and regulations).
8. Client must pay these costs all at once, without settlement or suspension, within the specified payment term as stated on the invoice to the account number and data of weCollaborate notified to it.
9. In the event of liquidation, insolvency, bankruptcy, involuntary winding-up or request for payment towards the Client, the payment and all other obligations of the Client under the Agreement become immediately due and payable.

Article 13 - Collection policy

1. If the Client does not fulfill its payment obligation, and has not fulfilled its obligation within the set payment term of 14 days, the Client is in default by operation of law.

2. From the date that the Client is in default, weCollaborate will be entitled, without further notice of default, to the statutory commercial interest from the first day of default until full payment, and to calculate compensation for the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code according to the graduated scale from the decision. compensation for extrajudicial collection costs from 1 July 2012.

3. If weCollaborate has incurred more or higher costs which are reasonably necessary, these costs are eligible for reimbursement. The integral judicial and execution costs incurred are also at the expense of the Client.

Article 14 - Privacy, data processing and security

1. weCollaborate handles the (personal) data of the Client carefully and will only use them in accordance with the applicable standards. If requested, weCollaborate will inform the person concerned about this.

2. The client is responsible for the processing of data that is processed using a service of weCollaborate. The client also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. In this context, the Client indemnifies weCollaborate against any (legal) claim related to these data or the performance of the Agreement.

3. If weCollaborate must provide information security on the basis of the Agreement, this security will meet the agreed specifications and a security level that, in view of the state of the art, the sensitivity of the data and the associated costs, is not unreasonable.

Article 15 - Suspension and dissolution

1. weCollaborate has the right to retain the data, data files and more received or realised by it if the Client has not yet (fully) fulfilled its payment obligations. This right remains in full force if there is a valid reason for weCollaborate, which justifies suspension in that case.

2. weCollaborate is authorized to suspend the fulfillment of its obligations as soon as the Client is in default with the fulfillment of any obligation arising from the Agreement, including late payment of its invoices. The suspension will be immediately confirmed to the Client in writing.

3. weCollaborate is in that case not liable for damage, for whatever reason, as a result of the suspension of its activities.

4. The suspension (and / or dissolution) does not affect the Client's payment obligations for work already carried out. In addition, the Client is obliged to compensate weCollaborate for any financial loss that weCollaborate suffers as a result of the Client's default.

Article 16 - Force majeure

1. weCollaborate is not liable if it cannot fulfill its obligations under the Agreement as a result of a force majeure situation.

2. Force majeure on the part of weCollaborate is in any case understood to mean, but is not limited to: (i) force majeure on the part of suppliers of weCollaborate, (ii) failure to properly fulfill obligations on the part of suppliers that the Client or its third parties prescribed or recommended to weCollaborate, (iii) deficiency of software or any third parties involved in the performance of the service, (iv) government measures, (v) failure of electricity, internet, data network and/or telecommunication facilities, (vi) illness of employees of weCollaborate or advisers engaged by it and (vii) other situations that, in the opinion of weCollaborate, fall outside its sphere of influence that temporarily or permanently impede the fulfillment of its obligations.

3. In case of force majeure, both Parties have the right to dissolve the Agreement in whole or in part. All costs incurred before the termination of the Agreement will in that case be paid by the Client. weCollaborate is not obliged to compensate the Client for any losses caused by such a withdrawal.

Article 17 - Limitation of Liability

1. If any result that is laid down in the Agreement is not achieved, weCollaborate will only be deemed to be in default if weCollaborate has explicitly promised this result when accepting the Agreement.

2. If there is an attributable shortcoming on the part of weCollaborate, weCollaborate is only obliged to pay any compensation if the Client has given weCollaborate notice of default within 14 days after discovery of the shortcoming and weCollaborate has not subsequently remedied this shortcoming within a reasonable period. The notice of default must be submitted in writing and contain such an accurate description / substantiation of the shortcoming, so that weCollaborate is able to respond adequately.

3. If the provision of Services by weCollaborate leads to liability of weCollaborate, that liability is limited to the total amount invoiced in the context of the Agreement, but only with regard to the direct damage suffered by the Client unless the damage is the result of intentional or intentional recklessness on the part of weCollaborate. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, determine the cause of damage, direct damage, liability and the manner of recovery.

4. weCollaborate expressly excludes all liability for consequential damage. weCollaborate is not liable for indirect damage, business interruption, loss of profit and / or loss, missed savings, damage due to business interruption, loss of capital, loss due to delay, interest damage and immaterial damage.

5. The Client indemnifies weCollaborate against all claims from third parties as a result of a defect as a result of a service provided by the Client to a third party and which also consisted of Services provided by weCollaborate, unless the Client can demonstrate that the damage was exclusively caused by the service from weCollaborate.

6. Any advice provided by weCollaborate on the basis of incomplete and/or incorrect information provided by the Client is never grounds for weCollaborate's liability.

7. The content of the advice delivered by weCollaborate is not binding and only advisory in nature. The client decides itself and on its own responsibility whether it will follow the proposals and recommendations of weCollaborate referred to therein. All consequences



arising from the follow-up of the advice are at the expense and risk of the Client. The client is at all times free to make its own choices that deviate from the advice provided by weCollaborate. weCollaborate is not bound by any form of refund if this is the case.

8. If a third party is engaged by or on behalf of the Client, weCollaborate is never liable for the actions and advice of the third party engaged by the Client as well as the processing of the results (of advice drawn up) of the third party engaged by the Client in weCollaborate's own advice.

9. weCollaborate does not guarantee the correct and complete transmission of the content of and e-mails sent by/on behalf of weCollaborate, nor the timely receipt thereof.

10. All claims of the Client due to shortcomings on the part of weCollaborate lapse if they are not reported to weCollaborate in writing and with reasons within one year after the Client was aware or could reasonably have been aware of the facts on which it bases its claims. One year after the termination of the Agreement between the parties, weCollaborate's liability expires.

Article 18 - Confidentiality

1. weCollaborate and the Client undertake to maintain the confidentiality of all confidential information obtained in the context of an assignment. Confidentiality arises from the assignment and must also be assumed if it can reasonably be expected that it concerns confidential information. The confidentiality does not apply if the information in question is already publicly/generally known, the information is not confidential and/or the information has not been made known to weCollaborate during the Agreement and/or has been obtained by weCollaborate in another way.

2. In particular, the confidentiality oversees advice, reports, designs, working methods and/or reports drawn up by weCollaborate regarding the Client's assignment. The Client is explicitly prohibited from sharing the content thereof with employees who are not authorized to take note of it and with (unauthorized) third parties. Furthermore, weCollaborate always exercises the required care in handling all company-sensitive information provided by the Client.

3. If weCollaborate is obliged on the basis of a statutory provision or a court decision to (also) provide the confidential information to a third party designated by law or competent court or designated third party and weCollaborate cannot invoke a right of non-disclosure, weCollaborate is not obliged to compensation and does not give the Client a ground for dissolution of the Agreement.

4. The transfer or dissemination of information to third parties and/or publication of statements, advice or productions provided by weCollaborate to third parties require the written consent of weCollaborate, unless such consent has been expressly agreed in advance. The Client will indemnify weCollaborate against all claims from such third parties as a result of relying on such information that has been disseminated without the written permission of weCollaborate.

5. WeCollaborate and the Client also impose the obligation of confidentiality on third parties to be engaged by them.

Article 19 - Intellectual Property Rights

1. All IP rights and copyrights of weCollaborate, including in any case, but not limited to all designs, models, products, reports and advice, rest exclusively with weCollaborate and are not transferred to the Client unless expressly agreed otherwise.
2. If it has been agreed that one or more of the aforementioned matters or works of weCollaborate will be transferred to the Client, weCollaborate is entitled to conclude a separate Agreement for this and to demand appropriate monetary compensation from the Client. Such a fee must be paid by the Client before it obtains the relevant matters or works with the IP rights attached to them.
3. The Client is prohibited from disclosing and/or multiplying, changing or making available to third parties (including use for commercial purposes) all documents and software on which weCollaborate's IP rights and copyrights rest without express prior written permission. from weCollaborate. If the Client wishes to make changes to goods delivered by weCollaborate, weCollaborate must give explicit approval to the intended changes.
4. The Client is prohibited from using the goods and documents on which weCollaborate's intellectual property rights rest other than agreed in the Agreement.
5. The parties will inform each other and take joint measures if an infringement of IP rights occurs.
6. In the event of an infringement by the Client, the Client will owe weCollaborate an immediately payable fine of € 7,500 - euro, plus a fine of € 500 - euro for each day that the infringement continues, up to a maximum of € 5,000. - euro. weCollaborate is entitled to claim additional compensation if the damage exceeds the fine.

Article 20 - Indemnity and accuracy of information

1. The Client is responsible for the correctness, reliability and completeness of all data, information, documents and / or records, in whatever form it provides to weCollaborate in the context of an Agreement, as well as for the data it provides from third parties. has obtained and which have been provided to weCollaborate for the implementation of the Service.
2. Client indemnifies weCollaborate against any liability resulting from non-compliance or late fulfillment of the obligations with regard to the timely provision of all correct, reliable and complete data, information, documents and / or documents.
3. The Client indemnifies weCollaborate against all claims from the Client and third parties engaged by him or working for him, as well as from the Client's customers, based on not obtaining any subsidies and / or permissions required in the context of the implementation of the Agreement.
4. The Client indemnifies weCollaborate against all claims from third parties arising from the work performed on behalf of the Client, including but not limited to intellectual property rights to the data and information provided by the Client that can be used in the performance of the Agreement and / or the acts or omissions of the Client towards third parties.



5. If the Client provides weCollaborate with electronic files, software or information carriers, the Client guarantees that these are free from viruses and defects.

Article 21 - Complaints

1. If the Client is not satisfied with the service of weCollaborate or otherwise has complaints about the performance of its assignment, the Client is obliged to report these complaints as soon as possible, but no later than 7 calendar days after the relevant reason that led to the complaint. Complaints can be reported verbally or in writing via contact@wecollaborate.nl with the subject "Complaint".

2. The complaint must be sufficiently substantiated and/or explained by the Client for weCollaborate to be able to process the complaint.

3. weCollaborate will respond substantively to the complaint as soon as possible, but no later than 7 calendar days after receipt of the complaint.

4. The parties will try to find a solution together.

Article 22 - Applicable law

1. The legal relationship between weCollaborate and the Client is governed by Dutch law.

2. weCollaborate has the right to change these general terms and conditions and will notify the Client accordingly.

3. In the event of translations of these general terms and conditions, the Dutch version shall prevail.

4. All disputes arising from or as a result of the Agreement between weCollaborate and the Client will be settled by the competent court of Overijssel, location Almelo, the Netherlands, unless mandatory provisions of law designate another competent court.