

General Terms and Conditions of Whats-IT

Article 1 Definitions

In these general terms and conditions, the terms below shall have the meanings set out next to them, unless stated otherwise.

Contractor:	* Whats-IT
Client:	* (the counterparty of the Contractor)
Assignment:	* (the work to be performed by the Contractor, as determined by mutual agreement between the Client and the Contractor, and the conditions under which such work is to be performed)

Article 2 General

1. These general terms and conditions apply to all offers, quotations, work, assignments and agreements between the Contractor and the Client(s) to which the Contractor has declared these terms and conditions applicable, insofar as these terms and conditions have not been deviated from in writing.
2. These terms and conditions also apply to assignments with the Contractor in which third parties are involved.
3. If one or more of the provisions of these general terms and conditions cease to apply, the remaining provisions of these general terms and conditions shall continue to apply. In that event, the parties shall consult with each other in order to agree on replacement provisions, taking into account, as far as possible, the purpose and intent of the original provision.

Article 3 Quotations

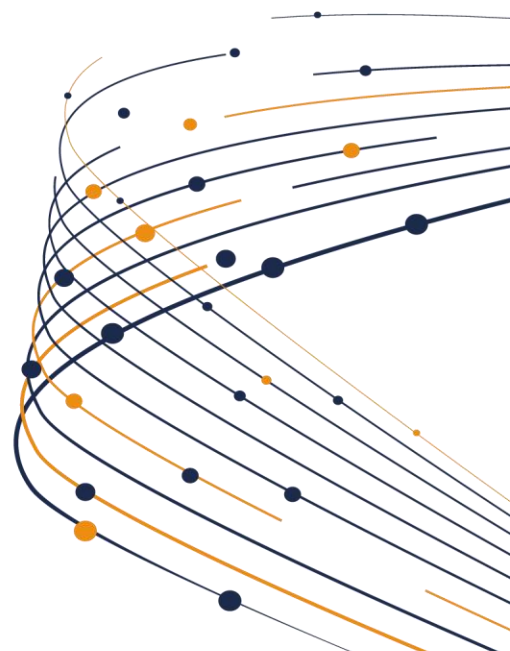
1. Quotations of the Contractor are based on the information provided by the Client. The Client warrants that, to the best of its knowledge, it has provided all information essential for the design, performance and completion of the Assignment.
2. Quotations made by the Contractor are without obligation and valid for 7 days, unless stated otherwise. The Contractor shall only be bound by a quotation if its acceptance is confirmed in writing by the counterparty within 7 days, unless stated otherwise.
3. The prices stated in the quotations are exclusive of VAT, other government levies and other costs incurred for the Assignment, such as shipping and administration costs, unless stated otherwise.
4. If the acceptance deviates (including on minor points) from the offer contained in the quotation, the Contractor shall not be bound by it. In that case, the Assignment shall not be formed in accordance with such deviating acceptance, unless the Contractor indicates otherwise.
5. A composite quotation does not oblige the Contractor to perform part of the Assignment for a corresponding part of the quoted price.
6. Quotations do not automatically apply to future assignments.

Article 4 Provision of Information and Cooperation

The Client shall provide the Contractor in good time with all documents, information and contacts required for the proper performance of the Assignment. If such documents, information or contacts are not provided in good time, the Contractor shall be entitled to charge costs for this.

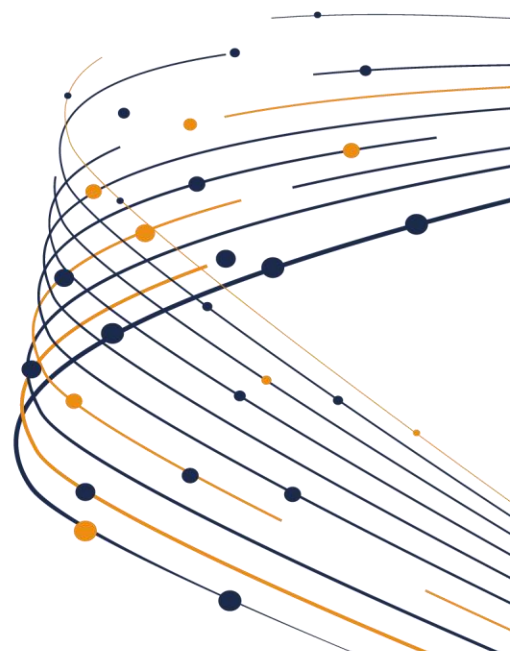
Article 5 Performance of the Assignment and Engagement of Third Parties

1. The Contractor shall perform the work within the scope of the Assignment to the best of its insight, expertise and ability.
2. Insofar as required for the proper performance of the Assignment, the Contractor shall be entitled to have (parts of) the work performed by third parties. The Contractor shall do so in consultation with the Client and shall use its utmost endeavours to achieve the agreed obligations and quality.
3. The Contractor accepts no liability for work performed by third parties, insofar as such third parties have themselves entered into an agreement with the Client.
4. The Contractor shall not be liable for damage arising because the Contractor relied on incorrect and/or incomplete information provided by the Client, unless the Contractor ought to have been aware of such incorrectness or incompleteness.
5. If it has been agreed that the Assignment will be performed in phases, the Contractor may suspend the performance of those parts belonging to a subsequent phase until the Client has approved the results of the preceding phase in writing.
6. If work for the Assignment is performed by the Contractor or by third parties engaged by the Contractor at the premises of the Client or at a location designated by the Client, the Client shall provide, free of charge, the facilities reasonably required by such personnel.



Article 6 Amendment of the Assignment, Additional Work and/or Cancellation of the Assignment

1. The Client accepts that the schedule of the Assignment may be affected if the parties decide in the interim to change the approach, working method or scope of the Assignment and the resulting work.
If changes to the performance of the Assignment arise in the interim at the instigation of the Client, the Contractor shall make the necessary adjustments on the instructions of the Client. If this results in additional work, the Contractor shall charge this to the Client as a supplementary assignment. The Contractor may charge the Client for the additional costs of amending the Assignment.
2. By way of derogation from paragraph 1, the Contractor shall not charge any additional costs if the amendment or supplement to the Assignment is the result of circumstances attributable to the Contractor.
3. Cancellation of the Assignment by the Client is only possible if made in writing before the commencement of the provision of services and/or the performance of the Work. Subject to the provisions below, in the event of cancellation all preparation costs incurred shall at all times be charged by the Contractor to the Client.
4. If cancellation takes place later than 15 working days before the commencement of the provision of the Services and/or the performance of the Work, the Client shall owe, in addition to the preparation costs, compensation fixed at 50% of the agreed fee/price. If cancellation takes place later than 5 working days before the commencement of the provision of the Services and/or the performance of the Work, the Client shall owe the full agreed price.
5. In the event of cancellation, the Client shall, irrespective of the time of cancellation, be obliged to reimburse the Contractor for the costs which the Contractor is required to pay to third parties under and in connection with the cancelled Assignment.
6. The Contractor reserves the right to cancel Assignments in whole or in part in the event of such a change in legislation, regulations, case law or (semi-)governmental policy that performance can no longer reasonably be required. In such cases, the Contractor shall notify the Client of the cancellation in writing. In such cases, the Client shall not be entitled to claim compensation.



Article 7 Contract Term; Performance Period

1. The parties enter into the Assignment for an indefinite period, unless otherwise agreed in writing.
2. If a period has been agreed within the term of the Assignment for the completion of certain work, such period shall not constitute a strict deadline (fatale termijn). If the performance period is exceeded, the Client must therefore give the Contractor written notice of default.

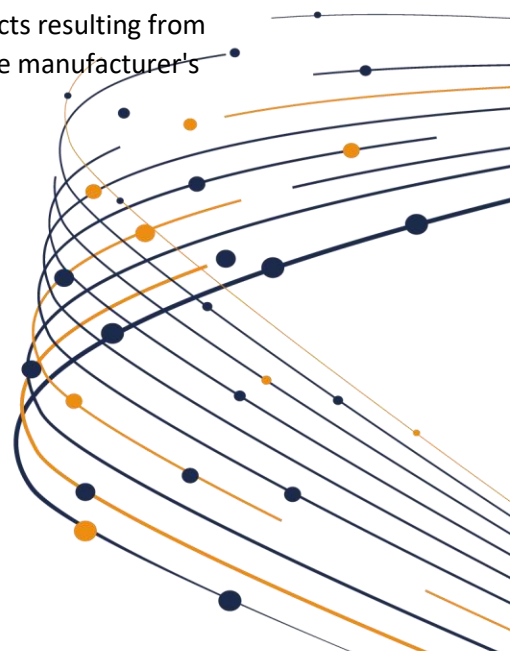
Article 8 Warranty

Services

1. The Contractor warrants that the services will be performed with the care and skill that may reasonably be expected of a professional contractor.
2. Any defects in the services performed must be reported to the Contractor in writing by the Client within 14 days of discovery.
3. If a defect is covered by the warranty, the Contractor shall, at its option, repair or re-perform the defective service free of charge.
4. The warranty period is three (3) months from the date of completion of the service.
5. The warranty shall not apply if:
 - a. the Client has used the service incorrectly;
 - b. the defect is attributable to external factors beyond the control of the Contractor;
 - c. the Client has made changes to the service performed without the consent of the Contractor.
6. The liability of the Contractor is limited to the obligations described above and does not extend to consequential damage.

Hardware

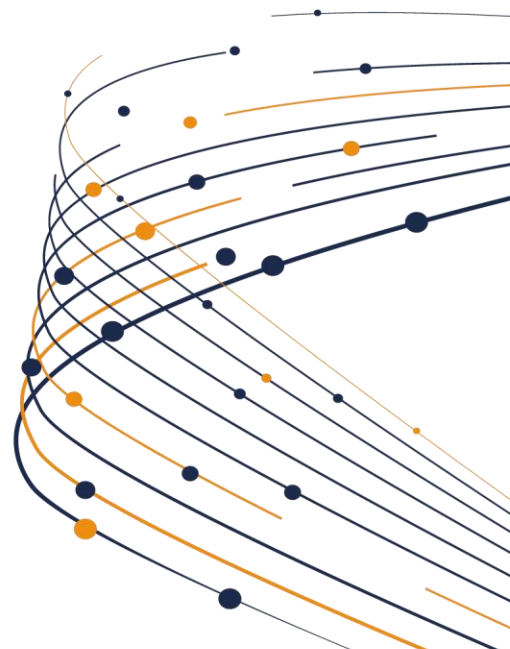
1. Warranty period
Hardware supplied by the Contractor is supplied with a warranty period of one (1) year, unless otherwise agreed in writing. The warranty period commences on the date of delivery from the manufacturer to the Contractor.
2. The warranty covers only defects in materials and workmanship. Defects resulting from improper use, normal wear and tear, or use not in accordance with the manufacturer's instructions are excluded from the warranty.



3. The warranty does not apply in the following situations:
 - Damage caused by accidents, improper use or failure to comply with the maintenance guidelines.
 - Repairs, adjustments or modifications carried out by third parties without the consent of the Contractor.
 - Damage caused by software, viruses or incompatibility with products not approved by the Contractor.
4. In the event of a defect covered by the warranty, the Client must contact the Contractor. In doing so, the Client must provide proof of purchase. The Contractor shall, at its own discretion, repair or replace the product or offer a refund.
5. The Contractor shall not be liable for any indirect damage, consequential damage or loss of data resulting from a defective product. The liability of the Contractor shall at all times remain limited to the original purchase price of the product.
6. The warranty is not transferable to third parties, unless otherwise agreed in writing.

Software

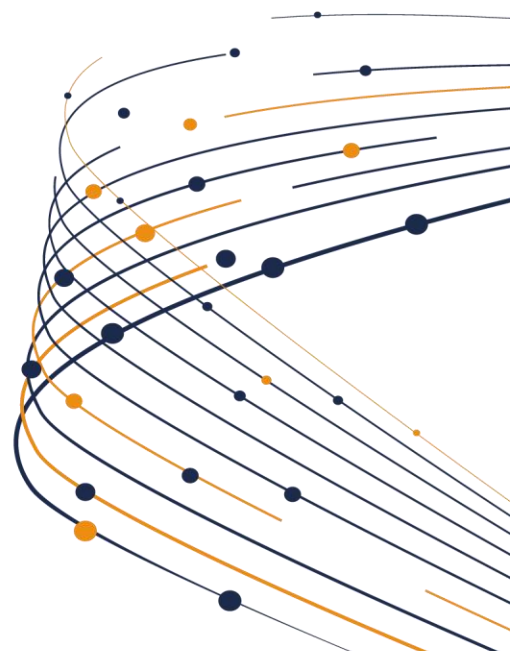
1. Limitation of warranty
 - The software is provided 'as is', without any express or implied warranty, including but not limited to warranties of merchantability, fitness for a particular purpose or non-infringement.
 - Technical support is offered, but shall at all times be subject to the terms and conditions of the software developer.
2. The Contractor does not warrant that the software will operate error-free or without interruption. However, the Contractor shall endeavour to resolve reported errors within a reasonable period, where possible.
3. The software may be updated periodically to improve functionality or to correct errors. No warranty is given that all errors can be resolved or that updates will remain compatible with earlier versions.



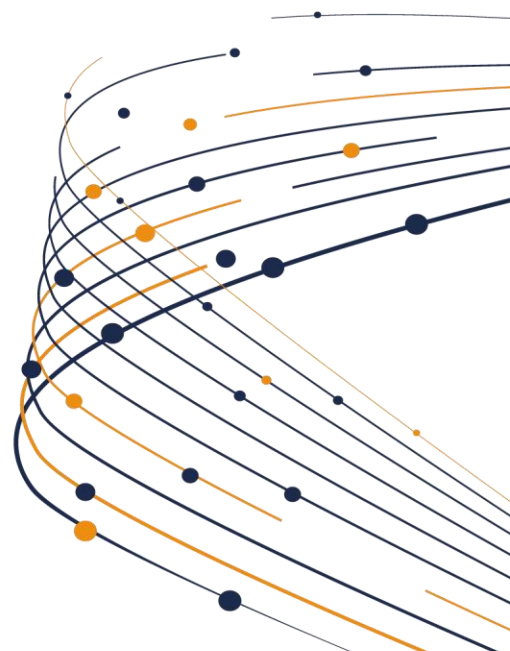
4. The Contractor shall not be liable for any direct, indirect, incidental, special or consequential damage arising from the use of, or the inability to use, the software, even if the Contractor has been advised of the possibility of such damage.
5. The Contractor does not provide any warranty period after delivery of the software.
6. Damage resulting from unauthorised modifications, improper use, external factors or use contrary to the documentation is not covered by the warranty.

Article 9 Rates

1. Unless the parties have agreed otherwise in writing, the Contractor shall determine its fee on the basis of its hourly rate.
2. The rate of the Contractor includes the costs of secretarial work and telephone costs. Travel time is charged per kilometre driven. Travel and accommodation expenses are charged in accordance with the arrangements set out in the quotation. For all quotations, the Contractor shall charge only the time actually spent and, if the quoted amount threatens to be exceeded by more than 10%, the Contractor shall invoice after consultation with the Client.
3. Amounts are exclusive of VAT, unless otherwise agreed.
4. If the Contractor agrees an hourly rate with the Client, the Contractor shall nevertheless be entitled to increase this rate, without the Client being entitled in that case to rescind the agreement for that reason, if the price increase results from a power or obligation under laws or regulations, or is caused by an increase in the price of raw materials, wages, etc., or on other grounds that were not reasonably foreseeable at the time the agreement was entered into.

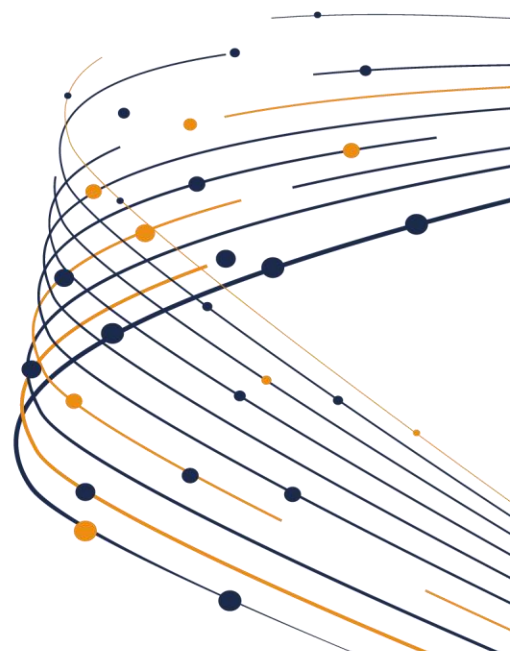


5. The Contractor may amend the agreed rates and prices subject to the following:
 - a. The Contractor may increase its own rates once per calendar year, with effect from 1 April, by no more than the percentage of the consumer price index (CPI, all households) and/or the CBS collective labour agreement (CAO) wage index, as published by Statistics Netherlands (CBS) for the preceding calendar year.
 - b. In addition, the Contractor may increase its own rates if its costs rise as a result of circumstances that were not reasonably foreseeable at the time the agreement was entered into, including an increase in wages, purchase prices or insurance premiums.
 - c. Insofar as the Contractor supplies or resells products or services of third parties to the Client — including licences, subscriptions, hosting, connectivity, maintenance and support contracts and cloud services — the Contractor may pass on price changes of such third party to the Client, without limitation as to number or frequency, with effect from the date on which such change takes effect for the Contractor. If the Contractor is informed by the third party only after that date, the Contractor may pass on the change with effect from that same date.
 - d. Changes in VAT, government levies, exchange rates and other cost-increasing circumstances beyond the control of the Contractor may be passed on in full at any time.
 - e. A pass-through pursuant to sub-clause c or sub-clause d shall not constitute a rate increase within the meaning of sub-clause a or sub-clause b, and shall not entitle the Client to cancel or rescind the Assignment.
 - f. The Client may cancel the Assignment if an increase pursuant to sub-clause a, in aggregate, exceeds 10% in any calendar year. The Client shall not have this right if the increase results from laws or regulations. Cancellation shall be without prejudice to the obligations of the Client arising from fixed terms already entered into, including licence and subscription terms. The Contractor shall notify the Client in writing of its plans to increase the rate, including the amount and the effective date thereof.
6. If the Client does not agree to an increase of more than 10% planned by the Contractor, the Client may cancel the Assignment in writing within two weeks of the notification thereof, with effect from the effective date of the increase stated in the notification of the Contractor.



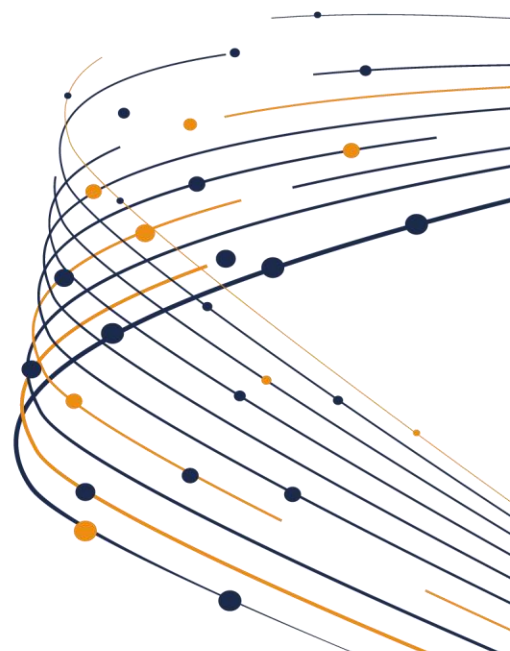
Article 10 Terms of Payment

1. Payment must be made within seven (7) days of the invoice date, unless otherwise agreed.
2. After the due date, the Client shall be in default by operation of law and the Contractor shall be entitled to charge statutory interest. Interest shall be calculated on the amount payable from the moment the Client is in default until the amount has been paid in full. The costs of a reminder, demand and final notice amount to €25.00 on each occasion for outstanding amounts below €1,000 and €100 for amounts above €1,000. These costs shall be borne by the Client.
3. The Contractor shall be entitled to apply payments made by the Client first in reduction of the costs, then in reduction of the interest that has fallen due and finally in reduction of the principal sum and the current interest. The Contractor may, without thereby being in default, refuse an offer of payment if the Client designates a different order for the allocation of the payment. The Contractor may refuse full repayment of the principal sum if the interest that has fallen due, the current interest and the collection costs are not paid at the same time.
4. In the event of liquidation, bankruptcy, attachment or suspension of payments (surseance van betaling) of the Client, the claims of the Contractor against the Client shall become immediately due and payable.
5. If the Client fails to fulfil its obligations, all costs incurred in order to recover the amounts due, both judicial and extrajudicial, shall be borne by the Client.
6. For orders of hardware and/or licences exceeding €100, the Client must pay 100% in advance.
7. Direct debit
 - a) If the Contractor has been granted a mandate by means of iDEAL, a contract or a paper mandate, the Client waives the right to reverse payments covered by this mandate. More specifically, this concerns the iDEAL mandate issued as a B2C (Business to Consumer) mandate.
 - b) If the Client nevertheless has a payment reversed, all costs arising therefrom shall be borne by the Client.



Article 11 Retention of Title

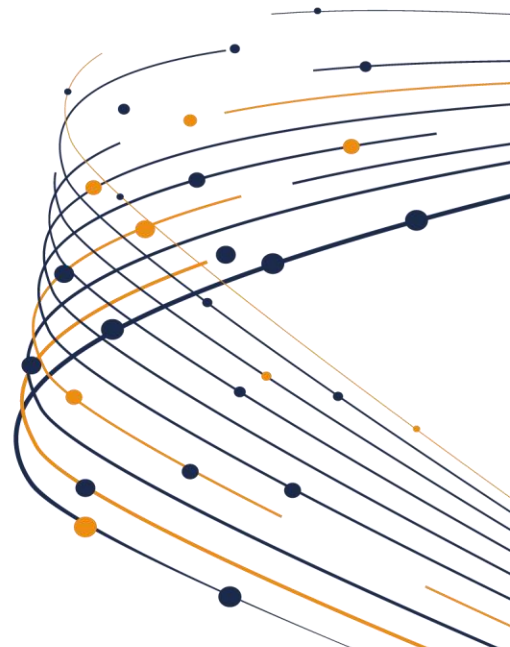
1. All goods delivered by the Contractor, including designs, sketches, drawings, films, software and (electronic) files, shall remain the property of the Contractor until the Client has fulfilled all of its obligations.
2. The Client is not authorised to pledge or otherwise encumber the goods subject to retention of title.
3. If third parties levy an attachment on the goods delivered subject to retention of title or wish to establish or assert rights in respect of them, the Client must notify the Contractor thereof as soon as may reasonably be expected of it.
4. The Client is obliged to insure and keep insured the goods delivered subject to retention of title against fire, explosion, water damage and theft, and to make the insurance policy available for inspection immediately upon request.
5. Goods delivered by the Contractor that are subject to retention of title pursuant to paragraph 1 of this article may only be resold in the ordinary course of business and may never be used as a means of payment.
6. If the Contractor wishes to exercise its property rights referred to in this article, the Client grants the Contractor — or third parties to be designated by the Contractor — unconditional and irrevocable permission to enter all locations where the property of the Contractor is located in order to repossess such goods.
7. Use of rented goods and/or goods made available
 - a) The Client shall use goods rented or made available to it exclusively for the agreed purpose and in accordance with the operating instructions and directions provided by the Contractor. The Client must be familiar with the operation of the equipment. Accordingly, it shall be deemed established between the parties that the equipment rented by the Client is fit for the purpose for which it is rented. This implies, among other things, that the Client may not invoke mistake (dwaling) in this respect.
 - b) Save with the written consent of the Contractor, the Client is prohibited from moving rented goods or goods made available to a Location other than the agreed Location.
 - c) The Client is not permitted to give the rented goods or goods made available into the use of third parties, to make them available to third parties or to sublet them without the prior written consent of the Contractor.



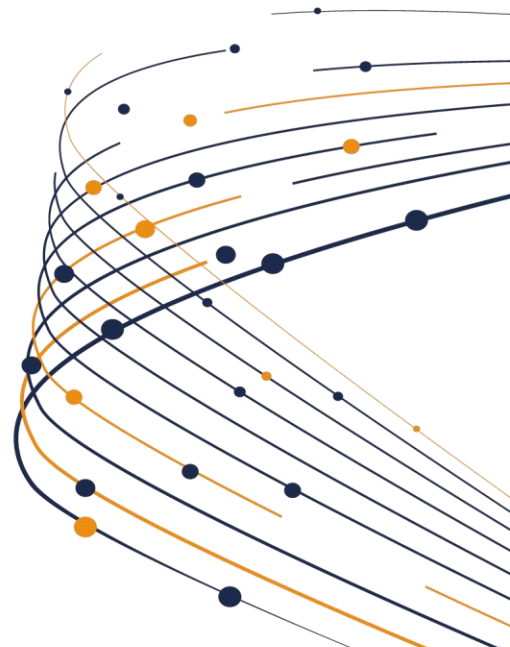
- d) The Contractor shall at all times be entitled to satisfy itself that the Client is complying with its obligations, for which purpose the Client shall at all times grant the Contractor or a person designated by the Contractor free access to the place where the rented goods or goods made available are located.
 - e) The Client is not permitted to make any changes of any kind to the rented goods or goods made available and/or to paint such goods and/or to affix anything to them (for example stickers) or otherwise alter their appearance, without the prior written consent of the Contractor.
8. Return of rented goods or goods made available, and restoration
- a) The Client shall return the rented goods or goods made available to the Contractor at the agreed time, in the same technical condition and appearance. The Client shall be liable for all damage suffered by the Contractor and/or a third party as a result of the failure to return such goods in time.
 - b) If it has been agreed that rented goods or goods made available will be removed and collected by the Contractor at a Location, the Client shall ensure that the Contractor is granted access to that Location at the agreed time.
 - c) The time of return is the moment at which the Contractor has received all goods made available by it to the Client.
 - d) If the Contractor has expressly permitted the Client to make changes to and/or to paint or spray, or otherwise alter the appearance of, the rented goods and/or goods made available, all costs involved in restoring such goods to the original condition in which they were at the time the Contractor made them available to the Client shall be borne by the Client.

Article 12 Inspection, Claims and Complaints

- 1. The Client must notify the Contractor in writing of any complaints about the work performed within two (2) weeks of the invoice date and no later than three (3) weeks after completion of the work concerned. The notice of default must contain as detailed a description of the shortcoming as possible, so that the Contractor is able to respond adequately.
- 2. If a complaint is justified, the Contractor shall still perform the work as agreed, if performance is demonstrably required. The Client must notify the Contractor of the latter in writing.
- 3. If performance of the agreed work is no longer possible or required, the Contractor shall be liable within the limits of Article 16.



4. Inspection and checking of the goods delivered and/or rented shall take place immediately upon receipt. Any objections, defects and/or faults shall be reported to the Contractor in writing immediately. If the Contractor does not receive a complaint from the Client immediately after delivery of the goods, the goods shall be deemed to have been delivered free of damage, defects and/or faults.
5. Complaints concerning defects and/or faults that are not immediately visible must be reported as soon as possible after discovery, so that the Contractor is able to investigate the validity of the complaints concerned on site. Furthermore, with regard to defects and/or faults that are not immediately visible, if the Contractor has not received a complaint from the Client within 48 hours of delivery of the goods to the Client, the defect and/or fault shall be deemed not to have been present at the time of delivery, and it shall be deemed established between the parties that such defect and/or fault arose after delivery.
6. Complaints can only be dealt with by the Contractor if they have been made known to the Contractor directly and in writing within eight (8) working days of the provision of the service or the delivery of the goods, stating precisely the nature of and grounds for the complaints. Within the same period, the material to which the complaint relates must be in the possession of the Contractor. Complaints about invoices must likewise be submitted in writing, within eight (8) days of the date of dispatch of the invoice.
7. Upon expiry of the aforementioned period without a complaint having been submitted, the Client shall be deemed to have approved the service provided or the goods delivered, or the invoice, as the case may be. The Contractor is not obliged to deal with complaints received after the expiry of that period.
8. If the Contractor finds the complaint to be well-founded, the Contractor shall be obliged, at its option, either to pay monetary compensation, the amount of which shall be determined by mutual agreement, or to provide new services or make a new delivery, while maintaining the existing agreement.
9. Submitting a complaint does not release the Client from its payment obligations towards the Contractor.

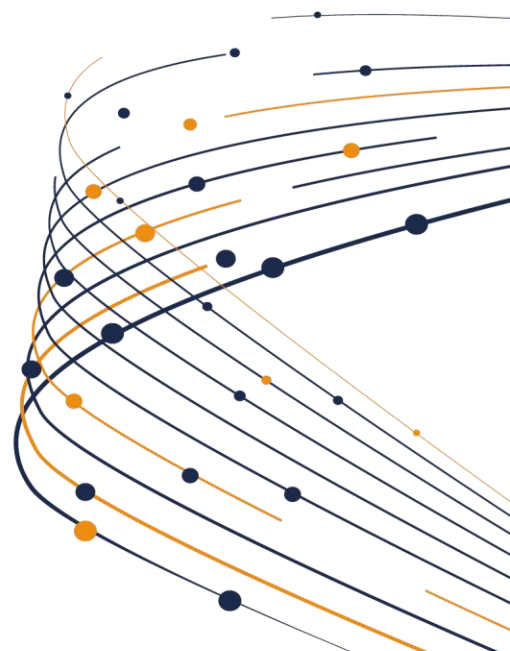


Article 13 Termination

1. If the agreement is terminated prematurely by the Contractor, the Contractor shall, in consultation with the Client, arrange for the transfer of work still to be performed to third parties, unless the termination is attributable to the Client. If the transfer of the work entails additional costs for the Contractor, these shall be charged to the Client. The Client shall be obliged to pay these costs within the period stated for that purpose, unless the Contractor indicates otherwise.

Article 14 Suspension and Rescission

1. The Contractor is entitled to suspend the performance of its obligations or to rescind the agreement if the Client fails to fulfil its obligations under the agreement, or fails to do so in full or on time; if circumstances that have come to the knowledge of the Contractor after the conclusion of the agreement give good grounds to fear that the Client will not fulfil its obligations; if, upon conclusion of the agreement, the Client was requested to provide security for the fulfilment of its obligations under the agreement and such security is not provided or is insufficient; or if, as a result of delay on the part of the Client, the Contractor can no longer be required to perform the agreement under the originally agreed conditions.
2. Furthermore, the Contractor is entitled to rescind the agreement if circumstances arise of such a nature that performance of the agreement is impossible, or if other circumstances arise of such a nature that the Contractor cannot reasonably be required to maintain the agreement unaltered. If the agreement is rescinded, the claims of the Contractor against the Client shall become immediately due and payable. If the Contractor suspends the performance of its obligations, it shall retain its rights under the law and the agreement.
3. If the Contractor proceeds to suspension or rescission, it shall in no way be obliged to compensate any damage and costs arising in any way as a result thereof.
4. If the rescission is attributable to the Client, the Contractor shall be entitled to compensation for the damage, including costs, arising directly and indirectly as a result thereof.
5. If the Client fails to fulfil its obligations arising from the agreement and such non-performance justifies rescission, the Contractor shall be entitled to rescind the agreement forthwith and with immediate effect without any obligation on its part to pay any damages or compensation, whereas the Client, by reason of breach of contract, shall be obliged to pay damages or compensation.



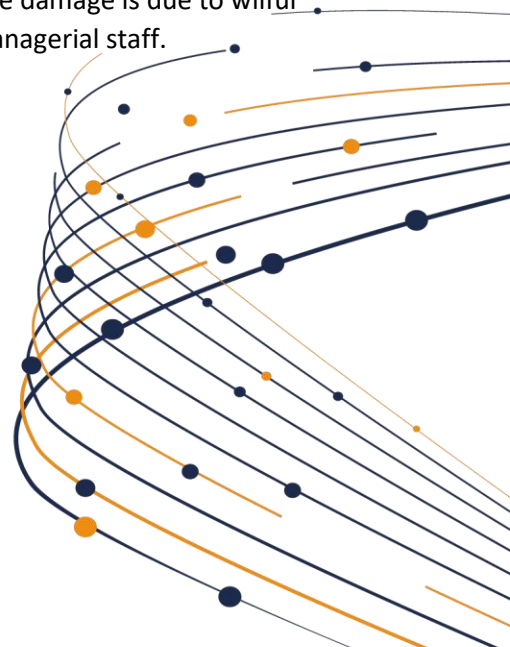
6. The notice period is at least one (1) month before the expiry date of the Agreement. Notice of termination must be given by registered letter or by e-mail with confirmation of receipt.

Article 15 Return of Goods Made Available

1. If the Contractor has made goods available to the Client in the course of performing the Assignment, the Client must return the items delivered in their original condition, free of defects and complete, within 14 days of the written request of the Contractor.
If the Client fails to fulfil this obligation, all resulting costs shall be borne by the Client.
2. If the Client, after having received a reminder, still remains in default, the Contractor may recover the resulting damage and costs, including the costs of replacement, from the Client.

Article 16 Liability

1. In respect of accepted assignments, the Contractor has a best-efforts obligation (inspanningsverplichting).
Should the Contractor be liable, such liability shall be limited to what is provided for in this article.
2. The Contractor shall not be liable for damage of any nature whatsoever arising because the Contractor relied on incorrect and/or incomplete information provided by or on behalf of the Client.
3. The Contractor shall only be liable for direct damage. Direct damage shall exclusively mean: the reasonable costs of determining the cause and extent of the damage, insofar as such determination relates to damage within the meaning of these terms and conditions; any reasonable costs incurred to make the defective performance of the Contractor conform to the agreement, insofar as these can be attributed to the Contractor; and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have resulted in the limitation of direct damage as referred to in these general terms and conditions. The Contractor shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption.
4. If the Contractor is liable for direct damage, such liability shall be limited to a maximum of the invoiced amount for the Assignment concerned (up to a maximum of the value of the Assignment).
5. The limitations of liability referred to in this article shall not apply if the damage is due to wilful misconduct or gross negligence on the part of the Contractor or its managerial staff.

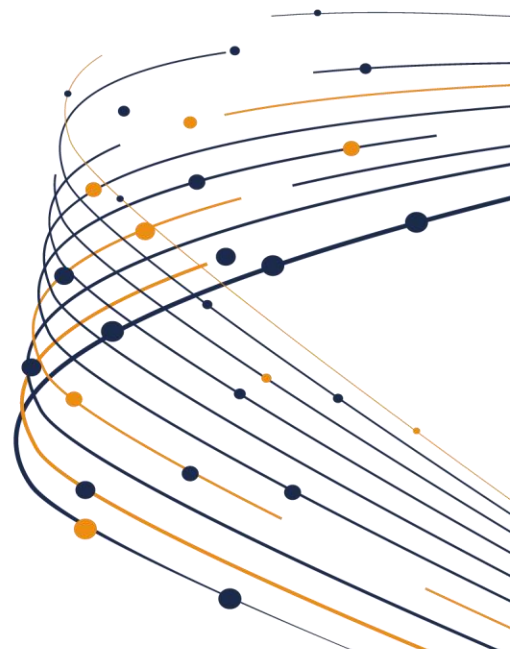


Article 17 Indemnification

The Client shall indemnify the Contractor against claims by third parties who suffer damage in connection with the performance of the agreement and the cause of which is attributable to parties other than the Contractor. If the Contractor is held liable by third parties on that account, the Client shall be obliged to assist the Contractor both out of court and in court and to do without delay everything that may be expected of it in that case. Should the Client fail to take adequate measures, the Contractor shall be entitled, without notice of default, to take such measures itself. All costs and damage incurred by the Contractor and third parties as a result shall be entirely for the account and risk of the Client.

Article 18 Force Majeure

1. The parties shall not be obliged to fulfil any obligation if they are prevented from doing so by circumstances that are not due to their fault and that are not for their account by virtue of the law, a juridical act or generally accepted views.
2. Force majeure shall mean — in addition to what is understood thereby in law and case law — all external causes, foreseen or unforeseen, over which the Contractor has no influence, but as a result of which the Contractor is unable to fulfil its obligations. This also includes strikes within the business of the Contractor, illness and/or incapacity for work, as well as business disruptions at the Contractor or at its suppliers or subcontractors.
3. The Contractor shall also be entitled to invoke force majeure if the circumstance preventing (further) performance occurs after the Contractor should have fulfilled its obligations.
4. The parties may suspend their obligations for the duration of the force majeure situation. If the force majeure situation lasts longer than two months, each party may rescind the agreement, without any obligation to compensate the other party for damage.
5. If, at the time the force majeure occurs, the Contractor has already partially fulfilled its obligations or will be able to fulfil them, it may invoice that part. The Client shall pay such invoice as if it concerned a separate assignment.



Article 19 Confidentiality

1. Both parties are obliged to keep confidential any confidential information they have obtained for the purposes of the Assignment. Information shall be deemed confidential if this has been indicated by the other party or if this follows from the (nature of the) information.
2. If, pursuant to a statutory provision or a judicial decision, the Contractor is required to disclose confidential information to third parties designated by law or by the competent court, and the Contractor cannot invoke a right of non-disclosure (verschoningsrecht) recognised or permitted by law or by the competent court, the Contractor shall not be obliged to pay damages or compensation, and the counterparty shall not be entitled to rescind the Assignment on the grounds of any damage resulting therefrom.

Article 20 Intellectual Property and Copyright

The Contractor reserves all rights and powers to which it is entitled under the Dutch Copyright Act (Auteurswet) and other intellectual property laws and regulations. The Contractor shall be entitled to use the knowledge gained on its part through the performance of an agreement for other purposes as well, provided that no strictly confidential information of the Client is disclosed to third parties.

Article 21 Disputes

1. In the event of disputes arising from this agreement or from agreements based thereon, the parties shall first attempt to resolve them by means of mediation in accordance with the rules of the Mediatorsfederatie Nederland (Dutch Federation of Mediators) in Rotterdam applicable at the commencement of the mediation.
2. If it proves impossible to resolve such a dispute by means of mediation, the dispute shall be settled by the competent court.

Article 22 Governing Law

Dutch law applies to every assignment between the Contractor and the Client. This shall also apply if an obligation is performed wholly or partly abroad or if the Client is domiciled or established abroad.¹

¹ **Translation notice:** This document is an English translation of the General Terms and Conditions of Whats-IT, the original of which has been drawn up in Dutch (Algemene voorwaarden Whats-IT). This translation is provided for information purposes only. The Dutch text shall at all times prevail and is the only legally binding version. In the event of any conflict, inconsistency or difference in interpretation between the Dutch text and this English translation, the Dutch text shall be decisive. These General Terms and Conditions, and all agreements to which they apply, are and shall at all times remain governed exclusively by Dutch law.

