

GENERAL TERMS AND CONDITIONS OF SALE FOR PRODUCTS OF XYZ DYNAMICS B.V., a company organized and existing under the laws of the Netherlands, with its registered seat in Helmond, the Netherlands, lodged at the trade register of the Chamber of Commerce under number 73577979.

Article 1. Definitions and Interpretation

1. For the purpose of these GTC and all related documents, the capitalized terms as defined below in alphabetical order shall have the following meanings whereby these terms may be used in the singular or the plural form and vice versa, as the context so requires:

'Agreement' the agreement concerning the delivery of Products concluded in writing between XYZ Dynamics and the Customer of which these GTC form an integral part, including all appendices, subsequent amendments thereof and/or addenda thereto as may be agreed upon in writing between XYZ Dynamics and the Customer.

'Agreement Price' the total amount of the consideration as specified in the Agreement which is payable by the Customer to XYZ Dynamics for Delivery of Products.

'Confidential Information' the Agreement, its terms and execution, as well as all information and know-how (including but not limited to designs and other Intellectual Property Rights) furnished by a Party to the other Party in any form whatsoever or otherwise coming to a Party's knowledge in connection with the performance of the Agreement and all data derived directly or indirectly from such information and all warranty claims, if any, which may arise under the Agreement.

'Customer' the firm or company named as such in the Agreement.

'Force Majeure' includes, but is not limited to, Acts of God, directives of Government or persons purporting to act therefore, legislation, war, civil disturbance, fire, drought, failure of power supply, explosion, riot, disturbances or standstill of essential equipment, flood, earthquake, lock-out, strike or other action taken by employees in contemplation of or furtherance of a trade dispute or owing to any liability to procure materials or force majeure of any other nature, including non- or late delivery due to non- or late fulfilment of obligations of subcontractors of XYZ Dynamics and/or solvency and/or liquidity issues and/or bankruptcy of third parties engaged by XYZ Dynamics, in so far as any of these circumstances prevent XYZ Dynamics's performance of the Agreement.

'Group Company' means, with respect to the Party to which it refers, a (legal) entity that is affiliated with, or that directly or indirectly controls, is controlled by or is under common control with, such Party.

'GTC' these general terms and conditions of sale for Products of XYZ Dynamics.

'Intellectual Property Rights' registered and unregistered intellectual and industrial property rights and applications, including but not limited to patent rights, trademark rights, database rights, design rights, inventions, processes, formulae, copyrights, business and product names, logos, slogans, trade secrets, industrial models, processes, designs, methodologies, computer programs (including all source codes) and related documentation, technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions), manufacturing, engineering and technical drawings, know-how and information, copies and tangible embodiments of all the foregoing, in whatever form or medium and any moral rights and the like associated therewith.

'Offer' each offer concerning the delivery of Products issued by XYZ Dynamics to the Customer in writing.

'Party' each of XYZ Dynamics and the Customer separately.

'Parties' XYZ Dynamics and the Customer together.

'Product' electric drivetrain as retrofit product.

'Specifications' the detailed specifications of the Products agreed upon between the Parties and specified and defined as such in writing.

'XYZ Dynamics' XYZ Dynamics B.V., a company organized and existing under the laws of the Netherlands, with its registered seat in Helmond, the Netherlands, and its office address at Automotive Campus 30, 5708 JZ Helmond, the Netherlands, and any of its Group Companies.

2. The headings of these GTC are for ease of reference only and are not intended to qualify the meaning of any article or section thereof.

3. References to words denoting any gender shall include all genders.

4. Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another person.

5. References to the Parties include their respective successors in title and permitted assigns.

6. In these GTC the term 'in writing' includes by post, fax, e-mail and any other electronic communication device customary in the market.

7. Terms and expressions of law and of legal concepts as used in this GTC have the meaning attributed to them under the laws of the Netherlands and should be read and interpreted accordingly.

Article 2. Applicability of the GTC

1. These GTC apply to all Offers and Agreements as well as to all related legal acts of the Parties.

2. The applicability of the Customer's general purchase or other conditions is expressly rejected.

3. Any amendments of and/or addenda to these GTC have to be agreed upon in writing by the Parties.

4. A failure by XYZ Dynamics to exercise or a delay in exercising a right or remedy provided by these GTC or by law does not constitute a waiver of that right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these GTC or by law by XYZ Dynamics prevents further exercise of that right or remedy or the exercise of another right or remedy.

5. If one or more provisions of these GTC shall be found, by a court with jurisdiction, to be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any of the remaining provisions of these GTC. The Parties agree to attempt to substitute for any illegal, invalid or unenforceable provision a legal, valid or enforceable provision that achieves to the greatest extent possible the objectives of the illegal, invalid or unenforceable provision.

6. These GTC do not derogate from XYZ Dynamics's statutory and common law rights, but are in addition thereto.

7. In the event of any contradictions between these GTC and the Agreement, the terms of the Agreement shall prevail.

Article 3. Offers, Agreements and notifications

1. All Offers of XYZ Dynamics are non-binding and, unless otherwise declared by XYZ Dynamics in writing, valid for a period of 30 (thirty) days after the date thereof. XYZ Dynamics reserves the right to withdraw or change its Offer without compensation as long as the Customer did not confirm the Offer in writing.

2. A written confirmation by Customer of an Offer shall constitute an Agreement. Additional arrangements shall require the written approval of XYZ Dynamics.

3. The Customer cannot derive any rights from oral commitments of XYZ Dynamics, unless and to the extent those are confirmed in writing by XYZ Dynamics.

4. All notifications relating to the Agreement shall be made in writing.

Article 4. Suspension, dissolution and termination

1. XYZ Dynamics shall at all times be entitled to suspend the fulfilment of its obligations under the Agreement, or dissolve or terminate the Agreement, in the event that:

(i) the Customer does not timely and fully fulfil its obligations under the Agreement; and

(ii) XYZ Dynamics learns of circumstances giving good ground to fear that the Customer will not timely and fully fulfil its obligations under the Agreement. In such event suspension of the Agreement by XYZ Dynamics shall only be allowed in so far the shortcoming justifies such action.

2. XYZ Dynamics shall furthermore be entitled to dissolve or terminate the Agreement if circumstances arise of such nature that fulfilment of XYZ Dynamics' obligations becomes impossible or can no longer be expected in accordance with the requirements of reasonableness and fairness.

3. If the Agreement is suspended pursuant to **article 4.1**, XYZ Dynamics shall not be bound by a date or delivery date or term or delivery period, whether or not final. If the Agreement is resumed, delivery dates will be redetermined. If XYZ Dynamics suspends fulfilment of its obligations, it shall

retain its rights under the applicable law and the Agreement.

4. If the Agreement is dissolved or terminated pursuant to **article 4.2** above, XYZ Dynamics's claims against the Customer shall be forthwith due and payable..

5. Notwithstanding the foregoing sub clauses of this **article 4**, XYZ Dynamics shall always retain the right to claim damages in case of suspension, dissolution or termination.

Article 5. Measurements, weights, images and technical data

1. The measurements, weights, dimensions, capacities, prices, technical data and images set out in XYZ Dynamics' catalogues, website, stock lists and other advertising material are approximate only. These data shall not be binding save to the extent they are expressly guaranteed in the Agreement.

Article 6. Agreement Price

1. As consideration for the delivery of Products under the Agreement the Customer shall pay XYZ Dynamics the Agreement Price, which is calculated as specified in the Agreement.

2. Unless explicitly stated otherwise, the Agreement Price is always stated exclusive VAT.

3. If taxes which will increase prices are introduced or changed by any government measure, or other government measures are effected after the Agreement is concluded which result in an increase in the cost of the Products to be provided under the Agreement, XYZ Dynamics shall have the right to pass on this cost increase or the changes even if it had been agreed that the Agreement Price would be fixed.

Article 7. Changes and additional work

1. If on the instructions of, or in agreement with, Customer any change is made, any extra Products are delivered that are not included in the Agreement, the extra costs thereby incurred shall be charged by XYZ Dynamics to the Customer as additional work at the then applicable charging rates. XYZ Dynamics is not obliged to honour such a request and may require that a separate agreement is concluded for the purpose.

2. Insofar a fixed Agreement Price has been agreed for, XYZ Dynamics shall inform the Customer in writing about the financial consequences of the additional delivery of Products as referred to in this **article 7**.

Article 8. Payment

1. Unless explicitly agreed upon otherwise between the Parties in writing, the Customer shall pay XYZ Dynamics's invoices in Euro and in full without discount, withholding, set-off or counterclaim by means of transfer to the bank account of XYZ Dynamics within the term as set out in the Agreement.

2. Contestation of an invoice by the Customer shall not suspend the fulfilment of its payment obligations.

3. The Customer is only entitled to offset- or retention rights if the Customer's counterclaims are legally established, uncontested or recognized by XYZ Dynamics. Moreover, the Customer shall only be entitled to retention rights in relation to the original Agreement.

4. In the event that the performance of the Agreement is delayed due to factors not attributable to XYZ Dynamics, 50% (fifty per cent) of the portion of the Agreement Price of each phase that could not yet be completed due to these factors, is invoiced on the planned delivery date of the last phase, as set out in the Agreement. The remainder of the Agreement Price is invoiced when the complete Product(s) have been delivered.

5. In the event that the Customer fails to timely fulfil its payment obligations, then the Customer shall be in default by operation of law and owe an interest charge equal to the statutory interest rate, however the interest rate owed shall in no event be lower than an interest of one per cent per month on the amount due and payable. The interest on the amount due and payable shall be calculated as from the date the Customer is in default. The foregoing shall be in addition to and not in lieu of any other rights and remedies XYZ Dynamics may have at law or in equity for such default.

6. All judicial and extrajudicial costs related to the enforcement and collection of payments due by the Customer to XYZ Dynamics and not received in time, shall be borne by the Customer.

7. In the event that: a) the Customer's company is wound up; b) the 'Wet Schuldsanering Natuurlijke Personen' (WSNP) is declared applicable (in case of a sole proprietorship); c) the owner of the Customer dies (in case of a sole

proprietorship); d) the owner of the Customer is placed under conservatorship (in case of a sole proprietorship); e) the Customer's company is attached; f) the Customer's company is declared bankrupt; and/or g) a suspension of payment is granted to the company of the Customer; XYZ Dynamics's payment claims against the Customer shall forthwith become due on XYZ Dynamics's first demand.

8. Payments made by the Customer may be allocated by XYZ Dynamics in the first place to reduce the costs, subsequently to reduce the interest due and finally to reduce the principal sum and the accrued interest.

9. If the Customer does not properly fulfil its payment obligations, as well as in the event that XYZ Dynamics for any reason whatsoever deems that the Customer will not properly fulfil its payment obligations, XYZ Dynamics may at all time require adequate security from the Customer such as a bank or performance guarantee for the proper fulfilment of the Customer's payment obligations and suspend delivery of Products until such adequate security has been received. The Customer shall provide XYZ Dynamics with any such requested adequate security at XYZ Dynamics's first request. If the suspension lasts for more than 30 (thirty) days and the Customer does not provide XYZ Dynamics with such adequate security within this term, XYZ Dynamics shall be entitled to terminate the Agreement.

Article 9. Delivery of Products

1. If the Parties have agreed that the Products will be installed by or on behalf of XYZ Dynamics, the Products will be delivered upon completion of installation. Upon such delivery, the risk of loss of, or damage to, Products shall transfer from XYZ Dynamics to the Customer. If the Parties have agreed that the Products will not be installed by or on behalf of XYZ Dynamics, the Products will be delivered DAP ("Delivered at Place", in accordance with the Incoterms 2020, or any later version thereof), at Customer's site. Upon such delivery, the risk of loss of, or damage to, Products shall transfer from XYZ Dynamics to the Customer.

2. If the Parties have agreed that the Products will be installed by or on behalf of XYZ Dynamics and installation has been impossible due to factors attributable to the Customer or the Customer fails to provide XYZ Dynamics with the information or instructions necessary for the delivery and installation of the Products to be carried out, XYZ Dynamics shall be entitled to: a) store the Products at the Customer's risk and expense; or b) withdraw from the Agreement; and c) claim damages from the Customer for non-performance.

3. If XYZ Dynamics has given a date or term of delivery it shall only be indicative and never constitute a term to be observed on penalty of forfeiture of rights. XYZ Dynamics shall at all times use its reasonable efforts to deliver Products on time. If XYZ Dynamics expects a delivery term to be exceeded, it shall forthwith notify the Customer thereof in writing. In such case, XYZ Dynamics shall use its reasonable efforts to deliver the Customer Products as soon as possible and keep the Customer updated of the situation.

4. XYZ Dynamics shall not be bound by a date or delivery date or term or delivery period, whether or not final, if (i) on the instructions of, or in agreement with, the Customer any change is made, any additional Products are delivered that are not included in the Agreement; or (ii) a change in approach with respect to performance of the Agreement; or (iii) if the Customer fails to fulfil its obligations arising from the Agreement or fails to do so on time or in full.

5. A failure to deliver Products in time does not entitle the Customer to suspend or fail to comply with its contractual obligations or to claim damage.

6. The delivery term commences once XYZ Dynamics has received all information required for such delivery from the Customer and all other necessary conditions for performance of the Agreement have been fulfilled. If there are circumstances of which XYZ Dynamics was not aware at the time the delivery period was determined, such delivery period can be extended by XYZ Dynamics up to a maximum period equal to 2 (two) times the initial delivery period.

7. Unless otherwise agreed upon in writing, XYZ Dynamics shall be entitled to deliver Products in partial shipments.

8. The Customer shall be obliged to provide the assistance and co-operation necessary and required by XYZ Dynamics in order for or on behalf of XYZ Dynamics to perform the delivery immediately, explicitly including the obligation to accept and take delivery of Products purchased.

Article 10. Acceptance

1. If the Parties have not agreed an acceptance test, the Customer shall accept the Products in the state that it is in when delivered ('as is, where is'), therefore with all visible and invisible errors and defects, without prejudice to XYZ Dynamics's obligations under the warranty set out in **article 12**. In the aforementioned case, the Products shall be deemed to have been accepted by the Customer upon delivery.

2. If agreed between the Parties and laid down in a test protocol to the Agreement, an acceptance test shall be carried out by the Customer at the latest within 14 (fourteen) days of delivery of the Products. The acceptance test shall be limited to what has been expressly laid down in the test protocol. This protocol shall fix the modalities of the acceptance test.

3. If on carrying out the acceptance test the Products prove to fall short of the Specifications, the Customer shall inform XYZ Dynamics of the alleged defects via a written test report immediately after the test period. In such cases XYZ Dynamics shall remedy the reported defects within a reasonable period. If another acceptance test is carried out after the reported defects have been remedied, such test shall be limited to an examination with respect to the reported defects.

4. In the event that the acceptance test has successfully been carried out, the Customer shall promptly sign the acceptance certificate of XYZ Dynamics and the Products shall be deemed accepted by the Customer.

5. Complaints with regard to delivered Products do not relieve the Customer of its payment obligations.

Article 11. Export Control

1. The delivery of Products may be subject to laws, customs and export control regulations of the European Union. Each Party shall comply with such laws, customs and regulations and shall not export Products without first obtaining all required governmental authorizations or licenses. Notwithstanding anything to the contrary in these GTC or any Agreement, XYZ Dynamics shall in no event be obliged to deliver any Products or perform any of its obligations under these GTC or any Agreement until the required approvals relating to the export regulations abovementioned have been obtained. Each Party agrees to provide the other Party with such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. XYZ Dynamics shall be entitled to terminate the Agreement or part thereof, if the respective necessary approval(s) according to the applicable export regulations cannot be obtained within a reasonable time period.

Article 12. Warranty

1. XYZ Dynamics warrants that the Products are manufactured with professional skill and workmanship. Unless explicitly agreed upon otherwise in the Agreement and to the extent that warranties are required by law, the Products are provided "AS IS" with all faults and XYZ Dynamics does not guarantee that the Products are free of errors and functions without interruption.

2. In the event that the Customer deems a Product to be defective within 4 years after delivery (as set out in **article 9**) it shall notify XYZ Dynamics of all particulars thereof within 2 (two) weeks after discovering the alleged defect. If thereafter XYZ Dynamics determines that a Product is indeed defective, XYZ Dynamics shall make its best efforts to fix the defective Product within a reasonable term at XYZ Dynamics own costs. XYZ Dynamics does not guarantee that defects shall be fixed.

3. Customer is only entitled to claim under this **article 12** if it has complied with all its obligations towards XYZ Dynamics. Furthermore, the obligations of XYZ Dynamics as described in this **article 12** apply to errors and defects that appear under the conditions of operation provided for by the Agreement and in particular do not apply in any of the following cases:

- a) Products that have been altered or repaired by anyone other than XYZ Dynamics without the XYZ Dynamic's prior written consent;
- b) Products that have been damaged by circumstances beyond the reasonable control of XYZ Dynamics;
- c) Products that have been improperly used or maintained by the Customer;
- d) Products that have been subjected to conditions of use and/or maintenance not in conformity with the XYZ Dynamics' instructions;
- e) Products that have been damaged by negligence or lack of caution of the Customer, by abuse, improper installation or application, or negligence in

use, improper storage, transportation or handling, or Products which in any way have been tampered with;

f) when an item is purchased by XYZ Dynamics as a component part of the Products, except to the extent to which such item or items are covered by the warranty of the original manufacturer, if any;

g) when an item which is a component part of the Product has been furnished by the Customer to XYZ Dynamics;

h) defects which only marginally reduce the value or the suitability of the Product. A marginal defect exists in particular if the defect can be removed without significant effort by the Customer itself;

i) normal wear and tear of the Product.

4. The obligations of XYZ Dynamics as set out herein does not cover data conversion that is necessary as a result of repair or replacement or any transportation costs for return of Products and/or parts thereof, or for reshipment of any repaired or replaced Products and/or parts thereof. Furthermore, XYZ Dynamics is never obliged to recover data that has been corrupted or lost.

5. The warranty conditions laid down in this **article 12** are in lieu of all other warranties, legal, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose or against infringement, all if which are hereby expressly disclaimed. The Customer acknowledges that the remedies provided herein are exclusive and in lieu of all other warranties. The Customer assumes full responsibility for the use and application of the Products and accepts XYZ Dynamics's design and material selection in signing the Agreement.

Article 13. Retention of Title

1. XYZ Dynamics retains ownership of the Products, including designs, sketches, drawings, films, software, (electronic) files, and so forth, until the date on which the Customer has completely fulfilled its payment obligations under the Agreement. However, if and to the extent that this would be in favour of XYZ Dynamics, shall be deviated from the previous regime pursuant to article 10:128 paragraph 2 DCC, stating that the legal consequences of a retention of title intended for export shall be governed by the law of the state of destination, if under such law the property rights do not cease to have effect, until the Agreement Price is paid in full.

2. If the laws of the country in which Products are located after delivery do not permit XYZ Dynamics to retain the title to said Products, but allow the retention of similar rights to the delivered Products, the Customer shall provide XYZ Dynamics with such other equivalent right and shall assist XYZ Dynamics in the fulfilment of any form requirements necessary for such purpose.

Article 14. Liability

1. XYZ Dynamics' total liability due to an attributable failure in the performance of the Agreement or on any legal basis whatsoever, expressly including each failure to fulfil a warranty obligation agreed with the Customer, shall be limited to compensation for direct damage or loss up to a maximum of the Agreement Price (excluding VAT). However, if the loss or damage is covered by XYZ Dynamics's commercial liability insurance, the liability shall never amount to more than the amount actually paid out by the insurer.

2. XYZ Dynamics shall in no event be liable for indirect damage, including but not limited to: (i) consequential damage, loss of profit, lost savings and damage due to business stagnation; and (ii) any death or physical injury of employees of the Customer howsoever caused and no matter whether the death or physical injury results wholly or partly from any act or omission on the part of the XYZ Dynamics and/or its Group Companies, their employees or any other third party.

3. The limitations and exclusions of liability set out herein do not apply in the event that the damage is caused by wilfulness, gross fault or gross negligence on the part of XYZ Dynamics or its directors or employees.

Article 15. Indemnity

1. The Customer indemnifies XYZ Dynamics against all liability of XYZ Dynamics to any third party by virtue of any technical working principles supplied or mandated by the Customer, and used by XYZ Dynamics in the delivery of its Products. The examination of any infringement of third-party rights by virtue of the Customer supplied and mandated technical working principles shall be at the initiative and expense of the Customer. If there is

any infringement of such third-party rights, XYZ Dynamics shall respect such rights and as far as possible propose an alternative solution.

2. Unless under a non-appealable final judgement it is decided that gross negligence or intention exists on the part of XYZ Dynamics, the Customer shall indemnify and hold XYZ Dynamics harmless from and against all claims and causes of action for damages and expenses of every kind and character including costs of suit and reasonable attorney's fees asserted against XYZ Dynamics, its agents, servants and employees arising out of or in any manner connected with the Products or the use thereof.

3. XYZ Dynamics warrants that, at the time of concluding the Agreement it is not aware of any infringement of third-party Intellectual Property Rights, or other rights.

Article 16. Lapse of rights

1. Legal claims pursuant to the Agreement or unlawful acts must be instituted by the Customer within 1 (one) year of the right to the claim coming into force, in the absence of which the legal claim shall lapse.

Article 17. Intellectual Property Rights

1. The Customer acknowledges that XYZ Dynamics retains ownership of any Intellectual Property Rights in the Products, and in any plans, simulation models, Specifications, test models, images, schedules, designs, sketches, drawings, films, software and other material or (electronic) files (the "Information") made available or produced as part of the Products and that the Customer shall have no rights of exploitation thereof, irrespective of the fact whether they have been handed over to the Customer or via the Customer to third parties and irrespective of whether XYZ Dynamics charged the Customer for the production of such materials.

2. Unless the nature of the Information provided by XYZ Dynamics to the Customer dictates otherwise, the Information shall be destined to be used by the Customer exclusively and shall not be copied or otherwise reproduced, publicly disclosed or disclosed to third parties by the Customer without XYZ Dynamics' prior written consent. Further, the Customer may not use any part of the techniques illustrated in such Information to reverse engineer and/or to improve its own products or services. The Customer shall return the Information at XYZ Dynamics' first request.

3. The Customer will not attempt to seek or claim any interest in XYZ Dynamics' Intellectual Property Rights, or assist any other party to assert any interest in XYZ Dynamics' Intellectual Property Rights. The Customer acknowledges that any improvement or enhancement of XYZ Dynamics' Intellectual Property Rights which may result from work performed by the Customer shall remain the exclusive property of XYZ Dynamics and the Customer irrevocably assigns to XYZ Dynamics all right, title and interest the Customer may have in any improvements or enhancements, to XYZ Dynamics' Intellectual Property Rights. The Customer will not hinder XYZ Dynamics in any application or other measure taken by XYZ Dynamics to protect or exploit improvements to XYZ Dynamics' Intellectual Property Rights. XYZ Dynamics shall have the exclusive right to file patent applications, in its own name or in the name of a third party designated XYZ Dynamics, for inventions made as part of carrying out of the Agreement and the Customer shall give its full co-operation with respect to such patent applications.

4. XYZ Dynamics reserves the right to use the knowledge gained by the execution of the Agreement for other purposes, in so far no Confidential Information of the Customer shall be disclosed to third parties.

Article 18. Data

1. The Parties shall at all times comply with any obligations under Dutch laws regarding data protection and any other relevant (national, European and international) data protection regulations (the "Privacy Laws") that are applicable to the execution of the Agreement. Both Parties shall (i) take appropriate security measures to protect the confidentiality of the (personal) data provided by the other Party, (ii) inform the other Party, on such Party's request, about the security measures taken in respect to the foregoing, and (iii) notify the other Party of any breach of personal data in accordance with and within the timeframe stipulated in the Privacy Laws.

If applicable, the Parties shall enter into a data processing agreement.

Article 19. Force Majeure

1. XYZ Dynamics shall not be liable for any failure to fulfil any terms of the Agreement to the extent that such fulfilment has been delayed, hindered, interfered with or prevented by any circumstance whatsoever which is not within its reasonable control and which amounts to an act of Force Majeure.

2. XYZ Dynamics shall inform the Customer of all the circumstances and particulars which prevent XYZ Dynamics from performing its obligations under the Agreement. XYZ Dynamics shall consult the Customer about the measures to be taken in order to limit the consequences of the situation of Force Majeure to a minimum and to safeguard the execution of the Agreement.

3. XYZ Dynamics shall exert its reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so and may at its option suspend performance of the obligation affected by the Force Majeure during the period such Force Majeure continues, without incurring any liability on account hereof.

4. If the Force Majeure continues for a period of more than 1 (one) month, then either Party shall be entitled to terminate the Agreement by written notice to the other Party.

Article 20. Secrecy

1. The Parties shall be bound to secrecy of all of each other's Confidential Information and shall use the same solely for the purposes of performing the Agreement.

2. The Parties will cause their officers, directors, employees, agents and Group Companies to abide by the terms of this **article 20**. Each Party will be responsible for any breach by its officers, directors, employees, agents and Group Companies of this **article 20**.

3. If a statutory provision or a judicial decision compels XYZ Dynamics to convey Confidential Information of the Customer to third parties designated by law or by the court and XYZ Dynamics cannot for that purpose invoke a legal right to refuse to give evidence of such a right acknowledged or allowed by the competent court, XYZ Dynamics shall not be held to pay damages or compensation and the Customer shall not be entitled to demand the dissolution of the Agreement on the ground of any damage resulting from said circumstance.

Article 21. Assignment and Subcontracting

1. XYZ Dynamics is at all times entitled to assign all or part of its rights and/or obligations under the Agreement to a Group Company or third party.

Article 22. Non-employment of XYZ Dynamics's personnel

1. Throughout the term of the Agreement and for a period of 1 (one) year following the termination thereof, the Customer shall not in any way hire or employ in any other way, be it directly or indirectly, staff of XYZ Dynamics, XYZ Dynamics's Group Companies or of enterprises whom XYZ Dynamics has engaged to execute the Agreement and who are/were involved in the execution thereof, without prior consent of XYZ Dynamics on this matter.

Article 23. Applicable law and disputes

1. These GTC are construed in accordance with and governed exclusively by the laws of the Netherlands. The applicability of the 1980 Vienna Sales Convention ("CISG") is hereby excluded, as well as any other present or future terms of any international convention governing the purchase of moveable property, insofar as such terms can be excluded.

2. In case of any disputes arising out of or relating to these GTC, the Parties shall endeavour to settle such disputes amicably. If the Parties are unable to, the dispute shall be exclusively submitted to the jurisdiction of the competent courts of Rechtbank Oost-Brabant, the Netherlands.