

GENERAL TERMS AND CONDITIONS OF WEAUCTION BV
FOR THE USE OF THE SALE SYSTEM SERVICE

The following General Terms and Conditions (hereinafter **"GTC"**) apply to the Sale System Service, which is provided to the Customer by WeAuction B.V pursuant to the Order Form and the GTC. WeAuction BV B.V is a private limited liability company with registered office at Rotterdam Stationsplein 45 Unit C8.070 3013 AK Rotterdam, Netherlands, trade register of the Chamber of Commerce under number 68119798 (hereinafter **"WA"**). The Customer and WA hereinafter referred to as **"Party"** respectively as **"Parties"**.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

"Affiliate" means with respect to each Party, an entity that now or hereafter, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Party; and for such purposes, control means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means collectively the Order Form and the GTC.

"Aggregate Information" means any information or data derived from User Data that is not specific to a person, does not include personally identifiable information (i.e., for example, information which can be used to distinguish or trace an individual's identity, such as name, or biometric records, alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth or mother's maiden name), and cannot be used, alone or in conjunction with other information, to identify any specific person. Aggregate Information does not include any payment information. For purposes of these GTC, Aggregate Information does not constitute Customer Data or User Data.

"Sale" means the Sale conducted by the Customer through the Sale Website based on the Customer-GTC. Sale comprises all types of Sales provided by WA pursuant to the Order Form and the GTC. The Sale takes place on the basis of the Customer-GTC. The User shall accept the Customer-GTC before every Sale conducted by the Customer on the Sale Website.

"Seller" means the party who conducts the Sale in the name and on behalf of the Customer.

"Sale System" means the web-based Sale bidding system application implemented in the Sale Websites by WA that enables Users to participate online in Sales and that enables the Customer to conduct its Sales online.

"Sale System Service" means collectively the Sale System and the Sale Website to be provided by WA under the Agreement.

“Sale Website” means a standardized website, designed, developed and personalized for the Customer (branding and look and feel of Customer) provided by WA for the Customer based on the Sale System that technically enables the Customer to conduct its Sales online and displays relevant Customer information regarding specific Sales. The relevant Customer information for the Sales to be displayed on the Sale Website shall be provided by the Customer to WA during the designing process of the Sale Website.

“Bidder” means User who take part in the Sale.

“Buyer” means the Party with whom the contract of purchase of the item of the Sale is concluded at the end of the respective Sale; depending on the type of Sale, this is either (i) the highest Bidder or (ii) the Bidder who is awarded the contract by the Seller or by the Seller. Details regarding the different Sale types are regulated in Clause 2.1 of the GTC.

“WA-Website” means (i) the homepage of WA and/or (ii) the WA-Sale-website where WA displays upcoming, ongoing and completed Sales. The Sales displayed on the WA-Sale-website shall provide a hyperlink to the Customer Website and the Sale Website.

“Customer” means the Party that ordered the Services pursuant to the Order Form and the GTC and entered into the Agreement with WA. Customer owns and operates an Sale house which shall be solely responsible for the conduction of the Sale and the Sale process including but not limited to the acceptance of the bid for the Sold item and the Purchase Agreement.

“Customer Account” means the account to be set up by WA for the Customer which serves as information and support exchange between WA and Customer with respect to the data and information that the Customer shall provide under the Agreement and the support WA shall offer to Customer under the Agreement. The Customer Account shall also service as access for the Customer to the WA management system of the Sale Website to enable Customer to access the User Data pursuant to the Agreement and the Customer-GTC as well as in accordance with the applicable data protection laws. The Customer Account shall further grant Customer access to the management system of the Sale Website to enable the Customer to adjust and amend the Sale Website such as change of Customer logo, Customer trademarks etc..

“Customer Data” means all electronic data, content and/or information provided and submitted by the Customer as required by WA to build the Sale Website and to enable the technical solutions to conduct Sale on the Sale Website.

“Customer-GTC” means the general terms and conditions of the Customer for the participation of the User in the Sale and the conduction of the Sale by the Customer. The Customer-GTC shall be provided by Customer to WA to be integrated into the Sale Website. The Sale Website shall be designed in such a way that every User must accept the Customer-GTC before being allowed to participate in the Sale. The Customer-GTC shall provide the right of the Customer to forward the User Data to WA to enable WA, to perform the registration process on the Sale Website and the technical support of the Sale as described in the GTC.

“Customer Support” means the support of WA offered to Customers and Users regarding the Sale System and the Sale Website. The Customer support shall be focused on supporting the Customer on subjects with respect to the Services. WA shall be available to Customer via telephone hotline during WA’s business hours. WA shall provide support for Customer and Users in form of a telephone hotline three hours prior, during and after the Sale.

“Customer Technology” means (i) the Customer Website and Customer Data, (ii) source code, graphics, audio, diagrams, photographs, the look and feel of Customer Websites, and other Customer specific content that is furnished by the Customer for display on Customer Websites; and (iii) any materials, documentation and customized software which form a part of and/or are incorporated into the Customer Website.

“Customer Website” means the websites hosted by the Customer for the Customer’s business purposes including the conduction of Sales. The Customer Website shall provide and display a hyperlink to the Sale Website. The Customer Website shall be in the sole responsibility of the Customer.

"Force Majeure" means any event affecting performance and obligations under the Agreement arising from or attributable to acts, events, omission or accidents which are not reasonably foreseeable by, and which are beyond the reasonable control of a Party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, pandemic, epidemic or other natural physical disaster, failure or shortage of power supplies, satellite or other communications links or technical failure, war, military operations, riot, crowd disorder, strike (save for any strike affecting a Party's own employees or sub-contractors), lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling, decision or omission (including failure to grant any necessary permissions except where the ability to grant such permission is within that Party’s control) of any relevant government, court or any competent national or international authority, it being acknowledged by both Parties that they will take all reasonable steps in the circumstances to mitigate against the effects of a Force Majeure.

“Order Form” means the attached deal memo between the Parties. The Order Form stipulates the relevant details of the ordered Services by the Customer. The GTC shall be mandatory part of the Order Form. The Order Form may consist of several consecutive ordered Services by Customer.

“Purchase Agreement” means the contract between Seller and Buyer regarding the Sold item in the Sale by Customer.

“Seller” means Customer or third person who is the owner of the item that will be sold in the Sale.

“Service” means, collectively, the Sale System Service and Customer Support.

“Term” means the initial period of 12 (twelve) months starting with the signing of both Parties of the Agreement and its extension by a further 12 (twelve) months in each case unless one of the Parties terminates the contract with a six months prior notice.

“User” means Registered User.

“Registered User” means user who successfully completed the registration process on the Sale Website including the mandatory acceptance of Customer GTC.

“User Data” means any name, mailing address, telephone number, e-mail-address, payment details information and any other non-public, identifying data and/or information available to WA in its role as data processor as a result of the registration and/or login of Users on the Sale Website for the participation in the Sale and/or the set-up of a User Account.

“Work Product” means all materials, documentations and other works, including but not limited to customized software, completed by WA under the Agreement, in particular the Sale System and/or the Sale Website and any modifications or improvements thereof, excluding Customer Technology.

2. Sale System Service

WA shall make the Sale System Service available to the Customer on a non-exclusive, basis. Customer shall solely be entitled to access and use the Sale System Service for the conduction of Sales subject to the terms and conditions set forth in the Agreement.

2.1 Types of Sale

The Sale System Service supports the following four types of Sale.

2.1.1 “Time Sale” (without Seller)

The Sale will be conducted solely online without an Seller being involved. Bidders shall be able to submit bids within a certain timeframe. The bids shall be placed online by the Bidder on the Sale Website via the Sale System. Bidders participating in the Sale will be held to their last and highest bid until a higher bid has been received. The highest bid after the bidding deadline wins the Sale. The Customer shall inform the winner of the Sale by email. Such email will be generated in the name and on behalf of the Customer by the Sale System. This email has to be proactively initiated by the Customer via the management system of the Sale Website after the closing of the Sale. Such email shall have solely informational character and explicitly does not constitute the formal acceptance of the Bidders bid (**“Information Email”**). The Information Email shall explicitly point out that it solely has informational character and that it does not constitute the Purchase Agreement. The Information Email shall furthermore point out that the Customer will contact and inform the Bidder with the formal acceptance of the Bidders bid. After the Customer initiated the Information Email to be send to the highest Bidder, the Customer shall then inform the Bidder by email that the Bidder has been awarded the item of the Sale (hereinafter **“Buyer Email”**). The Buyer Email shall constitute the Purchase Agreement between Seller and Buyer. The Customer-GTC stipulate the details of the formal process after the above described conclusion of the Purchase Agreement.

2.1.2 “Studio Sale” (with Seller)

The Sale will take place in a studio or another location set by the Customer. The Sale will be conducted by an Seller but without physical presence of an audience and/or Bidders. Bids will be placed online via the Sale System or via telephone by Bidders. The Seller will be informed about bids placed online via the Sale System and/or via telephone in real time. Bidders participating in the Sale will be held to their last and highest bid until a higher bid has been received. The highest bid wins the Sale. The acceptance of the highest bid by the Seller shall award the highest Bidder with the item of the Sale and shall conclude the Purchase Agreement between Seller Buyer. The Customer-GTC stipulate the details of the formal process after the above described conclusion of the Purchase Agreement.

2.1.3 “Hybrid Sale” (with Seller and presence of Bidders)

The Sale will take place in a studio or another location set by the Customer. The Sale will be conducted by an Seller with physical presence of an audience and Bidders. In addition, Bidders will be able to place bids online via the Sale System or via telephone. The Seller will be informed about bids placed online via the Sale System and/or via telephone in real time. The Sale process and the conclusion of the Purchase Agreement as stipulated in Clause 2.2.2 of the GTC shall be applicable for the Hybrid Sale.

2.1.4 “Deal Room”

The Bidder will be able to place offers for particular items in the “Deal Room” within a set time period. The “Deal Room” Sale will take place without the participation of an Seller. Each offer will be solely displayed to the Seller and the Bidder. The Seller will be able to counter offer the Bidder by private message. The Bidder in return will be able to increase the offer. This negotiation process will proceed until the Seller accepts an offer of the Bidder or the Bidder accepts an increased offer of the Seller. After the acceptance of an offer by the Seller respectively the Bidder, the Purchase Agreement process according to the Customer-GTC for the “Deal Room” Sale type shall apply. If no offer of the Seller or Bidder is accepted within the set time period, the item of this Deal Room Sale will not be sold and no Purchase Agreement will be concluded.

2.2 Sale Website

The Sale Website shall be the technical platform on which Sales by the Customer are conducted. The Sale Website therefore shall display the look and feel of the Customer. The Customer will be the organizer of the Sale and solely responsible for the conduction of the Sale including the conclusion of the Purchase Agreement between Seller and Buyer. The Sale Website shall display all upcoming Customer Sales. The Sale Website shall comprise detailed information about the Sale such as pedigree, vet information, relevant documents, video clips. The Sale Website shall further provide a hotline telephone for Costumer and Users according to the Agreement. The details of the Sale to be displayed on the Sale Website shall be agreed between the Parties during the designing process of the Sale Website.

2.2.1 Deposit System

A deposit system is made available to the Customer on the Sale Website which is set up, maintained and operated by a third party payment service provider appointed by WA - currently "Mollie B.V." with registered offices at Keizersgracht 126, 1015 CW Amsterdam, Netherland ("**Deposit System Provider**") - who owns the statutory and mandatory permissions to operate and offer such deposit system ("**Deposit System**"). The Deposit System provides the Customer with the opportunity during the registration process under Clause 2.3 of the Agreement to opt-in for a request of a deposit from the user wishing to participate in the Sale. If the Customer chooses to request a deposit by the user, the Sale Website will forward this deposit request to the Deposit System Provider. Once the deposit is received by the Deposit System Provider, the Deposit System Provider will notify the Customer of the successful deposit via the Sale Website's administration system. CHM is entitled to change the Deposit System Provider at its sole discretion at any time.

The deposit shall be refunded to the Registered User in the original payment method three working days after the closing of the Sale. The Customer shall initiate the refunding of the deposit within the three day time frame.

2.2.2 WA-Website

Prior to an Sale WA shall display on the WA-Website for each type of Sale pursuant to Clause 2.2, relevant information regarding the details of the Sale and the offered Sale item. This shall include e.g. name of the Customer; date and time of the Sale, number of offered Sale items; minimum starting bid, etc.. The Customer shall provide WA with all the relevant information to be displayed on the WA-Website at least four weeks before the Sale takes place. For further information and registration to be able to participate in Sales users will be forwarded to the Sale Website.

2.2.3 Customer Website

Clause 2.2.2 of the GTC shall apply to the Customer Website respectively.

2.2.4 Customer Landing Page

In the event that the Customer opted not to display Sales on the Customer Website pursuant to Clause 2.2.3 and Clause 2.2.2 and the Order Forms provides the creation of a dedicated landing page for the Customer to be linked to the Sale Website, WA shall set up such Customer landing page according to the Order Form. Clause 2.2.2 shall apply accordingly.

2.3. Requirements for Participating in Sale

2.3.1 Registration of New User

In order to be able to participate in the Sale and to be able to place bids in the Sale, users shall be required to register on the Sale Website. The Sale Website shall provide such registration process. The Parties shall agree on the details of the registration process during the designing process of the Sale Website. The registration on the Sale Website shall comprise the following steps:

- (i) information that the registration on the Sale Website will be mandatory to be able to take part in the Sale;
- (ii) online registration process via the Sale Website;
- (iii) creation of an user account including log in data (hereinafter “**User Account**”).
- (iv) provision of a deposit if required by the Customer during the registration process;
- (v) mandatory acceptance of the Customer-GTC;
- (vi) after successfully completing the registration process, the user will receive a confirmation email signed by the Customer that will be automatically generated by the Sale System.

2.3.2 Registered User

The Sale Website shall provide a "Bid Button" which must be activated by the Registered User each time before the Registered User is allowed to participate in the Sale as a Bidder. This “Bid Button” mechanism shall protect the Registered User from accidental bidding. During the activation process of the "Bid Button", the Registered User must accept the Customer-GTC before proceeding and being allowed to participate in the Sale. After completing the activation of the "Bid Button", the Registered User shall be able to participate in the Sale by placing bids via the "Bid Button".

2.4 Conduct of Sale

2.4.1 The Sale will be conducted according to the requirements of the respective type of Sale pursuant to Clause 2.1 of the GTC. During the Sale the "Bid Button" shall display the last bid. After the bid has been placed by Bidder, the Sale Website will display whether the Bidder is the highest Bidder and whether the bid has been accepted. After the Sale has been closed and the Customer has accepted the highest bid of a Bidder, the highest Bidder will receive a confirmation e-mail in the name and on behalf of the Customer that shall be initiated by the Customer and will be generated by the Sale System. Such e-mail shall inform the respective Bidder that the Bidders last bid was the highest bid. The Purchase Agreement between Seller and Buyer shall be concluded based on the respective type of Sale pursuant to Clause 2.1 of the GTC and the applicable Customer-GTC.

2.4.2 The Customer shall conduct the Sale based on the Customer-GTC and shall solely be responsible and liable for the entire Sale and Sale process including but not limited to the awarding of the Sale item and the conclusion of the Purchase Agreement between Seller and Buyer. WA shall solely be responsible for the delivery of the Sale Website as technical platform to enable the Customer to conduct the Sale based on the stipulations of the Order Form and the GTC.

2.4.3 User Data

After the Sale is closed and the Customer accepted the highest bid of the Bidder, WA shall provide the Customer with the User Data of the Buyer to enable the Customer to conclude the Purchase Agreement between Seller and Buyer based on the Customer-GTC.

3. Fees and Payment

3.1. Fees

3.1.1 The Customer shall pay all fees and other payments specified in the Order Form (fees and other payments collectively hereinafter “**Fee**”). In the event that the Customer’s internal procedures require that an invoice shall be submitted against a purchase order before payment of the invoice can be initiated, the Customer shall be responsible for issuing such purchase order to WA in timely manner and the Customer’s failure to do so shall not extend or relieve its responsibility to pay all Fees as set forth in the Order Form.

3.1.2 Except as otherwise provided in the Agreement, all Fees shall be paid in Euros. The Customer shall ensure a correct calculation of any Fees payable under the Agreement.

3.2 Invoicing and Payment.

Unless otherwise stated in the Agreement, (i) all Fees shall be due net thirty (30) calendar days from the date of receipt of the invoice and (ii) the Customer must not set off or withhold any claims against any amount due to WA, except for claims explicitly admitted by WA and claims finally determined by court. The Customer shall maintain complete and accurate billing and contact information with WA at all times.

3.3 Taxes

Unless otherwise stated in the Agreement, the Fees do not include any local, state, federal or foreign taxes, levies or duties of any nature (including any applicable value-add taxes) (“**Taxes**”). The Customer shall be responsible for paying all Taxes relating to the Sale System Service, excluding only Taxes based on WA’s income, property or employees. In the event that WA may have the legal obligation to pay or collect Taxes for payments which the Customer has to pay to WA or the Customer is responsible for, the appropriate amount shall be invoiced to the Customer by WA and paid by the Customer to WA unless the Customer timely provides WA with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.4 Overdue Payments

Any Fees and/or payments not received by the due date from Customer shall accrue (except with respect to Fees or payments then under reasonable and good faith dispute) late payments at the rate of the legal interest rate from the date such Fees and/or payment was due until the date on which WA receives the full payment. Such interest shall be due within thirty (30) calendar days of the date of receipt of the invoice by the Customer. The Customer must notify WA in writing of any Fees or payments disputed in good faith within sixty (60) days following the date of receipt of the invoice and any invoices not disputed within such sixty (60) day period shall be considered correctly calculated and no adjustment will be made. In no event shall the Customer's notice of good faith dispute relieve the Customer of its obligation to pay, in full, all undisputed amounts as and when due under the Agreement.

3.5 Suspension of Services

In the event that the Customer's payment will be overdue, WA shall be entitled to reserve the right - in addition to any of its other rights or remedies available to WA under the Agreement or due to the applicable law - to suspend the Services without liability to the Customer, until such undisputed amounts are paid in full by the Customer; provided that, in any case, prior to any suspension of the Services under this Section 3.5., WA shall send the Customer a notice with a fifteen (15) day cure period prior to any suspension of the Services. This notice shall clearly mention the fifteen (15) day cure period, as well as WA's intention to suspend the Services should the Customer fail to bring its account current prior to the conclusion of the 15 day period.

4. Representations and Warranties

4.1. Sale System Service (WA)

During the Term, WA shall: (i) provide the Sale System Service in accordance with the Agreement; (ii) provide Customer Support in accordance with these GTC and the Order Form; (iii) within its sphere of responsibility and control, implement and maintain reasonable security and business continuity measures and other reasonable technical and organizational measures, in accordance with best industry practices, in order to maintain the security and integrity of the Sale System Service and, within its sphere of responsibility and control, to protect against accidental, unauthorized or unlawful alteration, loss or destruction of the Customer Data and User Data; (iv) comply with all applicable laws (including laws regarding privacy and protection of personal or consumer information, as far as applicable to WA as data processor) in making the Sale System Service available to the Customer as technical platform for the conduction of Sales.

4.2 Performance of Service (WA)

The Customer acknowledges and agrees that the timely performance by WA of the Services will be dependent upon the Customer performing its related obligations under the Agreement and that a delay or failure to perform by the Customer shall therefore extend the time for WA to perform on a day-for-day basis.

4.3 Modification of Sale System Service (WA)

The Parties acknowledge and agree that WA may further modify and/or develop the Sale System Service from time to time. Therefore WA shall be entitled but not obliged to implement any such modification such as new features, functionality, capabilities and services of the Sale System Service. Any such modifications shall not materially decrease the overall functionality of the Sale System Service during the Term.

WA shall provide the Customer with notice of any material change to the Sale System Service at least 7 (seven) calendar days prior to its effective date. WA may change the Sale System Service with less or no notice in the event the modification is required to comply with applicable laws and/or regulations and/or to address an urgent data protection or security issue.

4.4 Service Level

Insofar as not otherwise agreed in the Agreement, WA warrants that the Sale System Service will be performed to the best of its ability by applying sufficient care and skill. In particular, WA warrants an availability of the Sale System and the Sale Website of ninety-nine (99) percent p.a.. Availability as described in this Clause 4 shall mean the ability of Users to engage in Sales via the Sale Website.

4.4.1 WA shall use commercially reasonable efforts to schedule planned downtime during weekday hours from 9 a.m. to 6 p.m. central European time but not within the remaining 4 (four) hours of an ongoing Sale. No downtime shall be scheduled during ongoing Hybrid Sales. WA shall be entitled to release new versions of the Sale System and/or the Sale Website through which functionalities may be added. The deployment of new releases should usually take no more than a few minutes, but will not be guaranteed by WA. WA shall notify Customer 6 (six) hours in advance of any planned downtime associated with such releases. Downtime as described in this Clause 4 shall mean minutes during which the Sale System and/or the Sale Website may not be available to the Customer and/or Users. Unavailability of some specific features or functions within the Sale System and/or the Sale Website, while others remain available, shall not constitute unavailability of the Sale System and/or the Sale Website, respectively, as long as (i) such unavailability does not impact the process necessary to place a bid, and (ii) the unavailable features or functions are not, in the aggregate, material to the Sale Platform as a whole.

4.4.2 WA shall not be deemed responsible for a downtime (as defined in Clause 4 of the GTC) caused by circumstances beyond WA's reasonable control, in particular (i) computer or telecommunications failures or delays involving hardware or software not within WA's possession or reasonable control, (ii) network intrusions or denial of service attacks, (iii) the Customer's information content or application programming and integrations, (iv) acts or

omissions of the Customer and/or its subcontractors and/or agents and (v) events and circumstances due to Force Majeure.

4.4.3 If in the opinion of WA a danger may arise for the functioning of the computer systems or the network of WA or third parties and/or the provision of Services via a network, in particular by excessive sending of e-mails or other data or activities of viruses, trojan horses and/or similar software, WA shall be entitled to take all measures which WA considers reasonably necessary to avert or prevent such danger. This may include the temporary suspension of Services. In the event of a temporary suspension of the Services due to such a risk, WA shall not be liable for any loss and/or damage that the Customer may incur as a result thereof.

4.5 Customer Representations and Warranties

4.5.1 The Customer shall be responsible for all activities of the User Accounts. The Customer shall:

(i) access and use the Sales System Service only within the scope stipulated and granted under the Agreement. The Customer shall permit access to the Sale System only to Users;

(ii) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data and all User Data and the means of acquisition of such data;

(iii) prevent unauthorized control or tampering or any other unauthorized access to, or use of, the Sale System Service or the systems operated by or on behalf of the Customer that capture, store or transmit Customer Data and User Data, and notify WA immediately of any unauthorized use or security breach;

(iv) comply with all stipulations of the Agreement and the applicable laws (including laws regarding privacy and protection of personal or consumer information and data) while using the Sale System Service;

(iv) obtain and maintain all computer hardware, software and communications equipment needed to access the Sale System Service and pay all access charges incurred in connection with the Sale System Service;

(v) implement and maintain backup, security and business continuity measures, in accordance with commercially industry practices, to maintain the security and integrity of the Customer Data, User Data and other data and materials that are within the control of the Customer or that reside within the Customer's systems, for which WA shall have no obligation or responsibility;

(vi) provide WA with the current Customer-GTC including all updated version thereof;

(vii) ensure within its sphere of responsibility and control that Users will use the Sale System and/or the Sale Websites solely for the Customer's business purposes as contemplated by the Agreement and the Customer-GTC. The Customer shall not:

(1) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Sale System Service available to any third party, other than as expressly permitted under the Agreement;

(2) interfere with or disrupt the integrity or performance of the Sale System and/or the Sale Website or the data contained therein;

(3) attempt to gain unauthorized access to the Sale System and/or the Sale Website or its related systems or networks;

(4) remove, alter or obscure any proprietary notices associated with the Sale System Service;

(5) utilize the Sale System Service in order to (a) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (b) send or store infringing, obscene, threatening, defamatory or otherwise unlawful, unsafe, malicious, abusive or tortious material, including material harmful to children or violative of third Party privacy rights; or (c) send or store material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs.

4.5.2 The Customer guarantees to be legally and technically authorized to offer and conduct Sales according to the Agreement including but not limited to the regulatory requirements and applicable laws such as data protection.

5. Data Protection and Customer's Privacy Policy

5.1 The Parties will comply with all privacy laws (including federal, state, and local laws on privacy and in particular, in the European Union, the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**") and any implementation or successor thereof) which are applicable to the use of User Data and/or other personal data under this Agreement.

5.2 To the extent that WA processes User Data and/or other personal data on behalf of the Customer, WA shall be regarded as data processor and the Customer shall be regarded as data controller. As data processor WA shall process User Data and/or other personal data in accordance with Customer's instructions. Such Customer's instructions shall be set out in a data processing agreement between the Parties (provided by WA to the Customer) prior to the commencement of the processing by WA.

6. Rights

6.1 Intellectual Property Rights

6.1.1 WA shall be the sole and exclusive owner of all Work Products (including but not limited to any revisions, modifications and enhancements thereto) and any software, specifications, documentation, ideas, know-how, techniques, processes, inventions or other intellectual property that WA or its subcontractors may develop, conceive and/or deliver in connection with the Services, including but not limited to all patents, copyrights and other intellectual property rights thereto. The Agreement shall not constitute any transfer of rights and shall not transfer to the Customer any title or ownership in and to any Work Product.

6.1.2 Except as expressly set forth in the Agreement, the Customer shall neither (i) use the Work Product for itself or for the benefit of any other person or entity, or permit any third party to use the Work Product, nor (ii) copy, modify, transcribe, store, translate, sell, lease, or otherwise transfer the Work Product, in whole or in part.

6.2 Other Rights

6.2.1 Customer acknowledges that WA shall be the exclusive owner of all rights, titles and interests in and to the Sale System, the Sale Website, WA trademarks, WA intellectual property rights and all rights to the underlying software codes, tools or other materials with respect to the Sale System Service. The Customer's use of the WA trademarks as authorized under the Agreement shall not create any right, title or interest therein of the Customer. The Customer hereby assigns and shall assign to WA all right, title and interest in and to any technology related to the Sale System Service that is created, developed or put into practice by or on behalf of the Customer. Other than expressly set forth in the Agreement, no license or any other right in or to the Service or, WA trademarks or WA intellectual property rights or any other of WA's rights shall be granted to the Customer under the Agreement, and all such licenses and rights are hereby expressly reserved by WA.

6.2.2 The Customer may, from time to time, make known to WA suggestions, enhancement requests, techniques, know-how, comments, feedback or other input with respect to the Services (hereinafter "**Suggestions**"). Unless otherwise agreed to in writing by the Parties with respect to any Suggestion, WA shall have a royalty-free, worldwide, irrevocable, non-exclusive, perpetual right to use, disclose, reproduce, license, distribute and exploit any Suggestion without restriction or obligation of any kind, on account of confidential information, intellectual property rights or otherwise, and may incorporate into its Services any service, product, technology, enhancement, documentation or other development incorporating or derived from any Suggestion with no obligation to license or to make these available to the Customer or any other party or entity. For the avoidance of doubt, Suggestions shall exclude any Customer Technology.

6.3 Grant of Rights

6.3.1 Subject to the terms and conditions stipulated in the Agreement, WA grants to Customer a limited, non-exclusive, non-transferable, non-sub-licensable right to access and use the Sale System.

6.3.2 WA grants the Customer for the Term of the Agreement the non-assignable, non-exclusive, non-transferable right to use the Work Product and WA trademarks mandatory to comply with the Agreement and subject to the full and entire payment of all Fees and expenses due under the Agreement and subject to the terms of the Agreement.

6.3.3 Except as expressly permitted under the Agreement or otherwise as required by law, the Customer shall not (i) use, make, have made, license, sublicense, distribute, rent, lease, sell, resell, reproduce, modify, copy or create derivative works based on the Services and/or Work Products; (ii) disassemble, reverse engineer, or decompile the Sale System and/or the Sale Website and/or Work Products; (iii) create (internet-)links to or from the Sale Website, or use any content of the Sale Website and/or the Sale System, in such a manner as to circumvent the bidding process of the Sale System; (iv) interfere with or disrupt performance of the Services or any data in the Sale System Service; (v) provide, maintain access or use the Services in any manner inconsistent with the Agreement.

6.3.4 Affiliates of the Customer shall be entitled to make use of the Sale System Service pursuant to the terms and conditions set forth in this Agreement as follows:

(i) By using the Sale System Service, such Affiliate shall be entitled to the rights and benefits and be subject to the obligations under the underlying Agreement as if such Affiliate were a "Customer" referred to herein.

(ii) It is specified that each Affiliate shall be liable for the compliance with the Agreement in respect of its use of the Sale System Service and any related Services and that the Customer will agree on such obligation with the Affiliate in writing that the Customer shall be liable for the compliance with the Agreement by all Affiliates in addition to each Affiliate.

6.4 Customer Rights

The Customer shall own all rights, titles and interests in and to any trademarks and logos of the Customer; the Customer Data, User Data, and Customer Technology. Customer Data and User Data shall be considered Confidential Information of Customer according to Clause 9.1 of the Agreement. The Customer hereby grants WA the non-exclusive and royalty-free right to access and use the Aggregate Information for research, marketing, analysis, benchmarking and other purposes required to develop, deliver and provide ongoing innovation to the Sale System Service.

6.5 Press release and Reference

After the mutually signing of the Agreement, WA may issue a press release announcing the relationship between the Parties, subject to Customer's prior approval which shall not be unreasonably withheld or delayed. During the Term, (i) WA may, with a prior written one time approval of the Customer that the Customer cannot unreasonably refuse or revoke, publicly refer to the Customer as a Customer of WA and may use the Customer's then current name, trademarks, brand names and/or logos orally and in written materials, including on its websites and other materials and as may be required by law, and (ii) the Customer may

publicly refer to WA orally, in writing, and on the Customer Website, as a service provider of the Customer. The Parties may also participate in other marketing and referral activities as to be mutually agreed. All press releases or other written texts must be provided to the other Party for prior review and approval.

7. Liability

7.1 WA shall only be liable for damages resulting from an injury to life, body or health, for damages caused by an intentional or grossly negligent breach of duty by WA, its legal representatives and of persons whom WA uses to perform obligation under the Agreement, as well as for damages due to a breach of an essential contractual obligation, whereby the liability in case of a slightly negligent breach of such an essential contractual obligation shall be limited to the damages foreseeable at the time of the conclusion of the Agreement and typical for such contract. Essential contractual obligations shall be those whose fulfilment make the proper execution of the Agreement possible in the first place and on whose compliance the contractual Party may regularly rely on.

7.2. WA shall not be liable for any damages due to Force Majeure and/or technical failures beyond WA's control, including, without limitation, WA's failure to perform its obligations under this Agreement caused by the non-performance, inadequacy, inaccuracy, non-compliance or other matters relating to Customer Technology, Customer Data, Customer Website, User Data and/or any other system operated by or on behalf of Customer.

7.3 Except for such damages caused by intention or gross negligence, WA shall not be liable for any acts or omissions of third party providers, subcontractors and/or agents and shall not be obliged to provide any warranties, guaranties or indemnification regarding any third party providers, subcontractors and agents or any of their products or services, whether or not such products or services are designated by WA as "certified," "validated" or otherwise. To the same extent, WA shall not have any responsibility or liability for any exchange of data or other interaction between the Customer and a third party provider or any purchase by the Customer of any product or service offered by such third party provider.

7.4 The Customer guarantees to be entitled to grant WA the rights according to the Agreement. The Customer shall hold WA harmless against any and all claims of third parties arising from a violation and/or alleged infringement of rights granted to WA under the Agreement including but not limited to the use of User Data and Customer Data.

8. Term and Termination

8.1 The Agreement will take effect as of the signing of the Agreement of both Parties, and, will be in force for a minimum of 12 (twelve) month and shall be extended by a further 12 (twelve) months in each case unless one of the Parties terminates the contract with a prior written notice of six months.

8.2 Either Party may (without prejudice to its other rights) terminate this Agreement immediately by notice in writing to the other if the other Party:

- (a) is in material breach of any of its obligations under this Agreement, other than as a result of a Force Majeure, and such default or breach (if capable of remedy) has not been remedied to the reasonable satisfaction of the other Party within thirty (30) days of a written request so to do;
- (b) is in persistent breach of its obligations under this Agreement such that termination of this Agreement is a reasonable response to such breaches (regardless of whether or not each such breach is capable of being remedied and/or has been remedied);
- (c) has been unable to perform its material obligations under this Agreement as a result of a Force Majeure Event for more than 120 days;
- (d) becomes insolvent; or
- (e) ceases or threatens to cease to carry on business.

Any notice of termination of the Agreement shall be given in writing.

9. Confidentiality.

9.1 “Confidential Information” shall mean all confidential and proprietary information of a Party (“Disclosing Party”) disclosed to the other Party (“Receiving Party”), whether orally or in writing, that is either marked or designated as confidential or is identified in writing as confidential or proprietary within fifteen (15) days of disclosure to the Receiving Party or that a reasonable person would deem confidential or proprietary given the nature of the information and the circumstances under which it is disclosed (“**Confidential Information**”).

Confidential Information shall include, but not be limited to: the terms and conditions of the Agreement - including pricing and other related terms, Customer Data, User Data, the Services, Customer Technology - and the Disclosing Party’s business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that a Receiving Party shall prove: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

9.2 During the Term and (i) for a period of three (3) years thereafter for Confidential Information that does not constitute a trade secret or know-how and (ii) for so long as such Confidential Information is not in the public domain for Confidential Information that constitutes a trade secret or know-how, each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information; provided that a Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, agents and/or representatives who have a mandatory need to know such Confidential Information for purposes of this Agreement and who are bound to a written agreement protecting such Confidential Information as required hereby. In addition,

without the Disclosing Party's prior written permission, the Receiving Party shall not use any Confidential Information of the Disclosing Party other than in connection with the Receiving Party's performance hereunder.

9.3. In the event the Receiving Party will be compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and in the event the Disclosing Party wishes to contest the disclosure the Receiving Party shall provide reasonable assistance, at the Disclosing Party's expense.

9.4. In the event, that the Receiving Party will disclose or use (or threatens to disclose or use) any Confidential Information in breach of this Clause 9, the Disclosing Party shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

10. General Provisions.

10.1 General Terms and Conditions Defence Clause.

Any contract, in particular any Order Form, between WA and the Customer shall exclusively be based on these GTC. The inclusion of deviating, conflicting or supplementary general terms and conditions of the Customer is hereby expressly rejected.

10.2 Legal Fee

The Customer shall pay on demand all reasonable legal fees and other costs incurred by WA to recover fees and charges due under the Agreement following a culpable breach of the Agreement by the Customer for the benefit of WA.

10.3 Amendment of Agreement

Amendments of the Agreement shall only be effective if agreed between WA and the Customer in writing. This shall also apply to any amendment or termination of this written form clause. WA shall be entitled to amend or supplement the GTC. Amendments to the GTC shall also apply with regard to Order Forms which are already in place at the time of the amendment of the GTCs, provided that the Customer has not expressly objected to the amendment in writing within a period of 30 (thirty) days after having been notified of the amendment by WA. Amendments of minor importance may be made at any time without the need for the 30 day period to expire.

10.4 Applicable Law and Place of Jurisdiction

The contractual relationship between the Parties shall exclusively be governed by the laws of the Netherlands excluding the UN Convention on Contracts for the International Sale of Goods.

In case of any disputes between WA and the Customer arising out of and/or in connection with the Agreement, the competent courts of Rotterdam The Netherlands, shall have exclusive jurisdiction and venue.

10.5 Severability

In the event that individual provisions of these GTC and/or of the Order Form may be ineffective, this shall have no adverse effect on the validity of the remaining provisions. Instead of invalid provisions within the framework of general terms and conditions, the statutory provisions shall apply, for all other cases, the Parties shall agree on a valid provision as a replacement for the invalid or unenforceable provision which comes as close as possible to the original economic purpose, provided that a supplementary contractual interpretation of this contract does not take precedence or is not possible.