

## GENERAL TERMS AND CONDITIONS

### DID'S, TOLL FREE, MOBILE & DOMESTIC PREMIUM RATE SERVICES

These General Terms and Conditions will form the agreement between Parties and shall apply to all quotations for the supply of Services by Global Premium Telecom to Customer (hereinafter referred to as "Agreement"). For the purposes of this Agreement Global Premium Telecom and GPT are interchangeable and GlobalXess is a brand owned by Global Premium Telecom B.V.

#### DEFINITIONS

In this Agreement the following capitalized terms will have the meaning as set forth here under, either in the singular or in the plural form. Any reference to 'includes' or 'including' shall not be construed as to limit any general statement.

Agreement:	This agreement including all schedules, exhibits and appendices thereto.
Call Charges:	The amounts owed by Customer to GPT that depend on the usage of the Service, which may be calculated on the basis of a flat rate or peak/off-peak and/or week/weekend rates;
Confidential Information:	Shall have the meaning ascribed to it in Clause 16;
Customer:	The party who has entered into an Agreement, placed an Order, or has received a Quotation;
End user:	The natural person or legal entity ultimately making use of the Service (e.g. calling the Number)
End user tariff:	The tariff which is charged to the End User when using the Service;
License:	Any and all licenses granted to GPT which are legally required to perform the Services;
Log in credentials	The credentials used to identify the Customer when it accesses the Number Portal;
Monthly Recurring Costs (MRC):	Monthly Recurring Cost, meaning the total or regular fees payable by the Customer to GPT on a repeated (monthly) basis, independent of the usage of a Service
Numbers:	The telephone numbers to be allocated to the Customer under the Agreement as specified in the Order, which may include (without limitation) so-called Premium Rate Numbers, Geographical numbers, DID numbers and Freephone numbers;
Number Portal	GPT's online portal, hosted by GPT, or any portal GPT may implement from time to time;

Order:	Any order for a specific Service under the Agreement placed in the Number Portal of GPT. After acceptance of the Order or start of delivery by GPT, an Order becomes part of the Agreement
Outpayment:	Any payment by GPT to Customer of income generated with traffic or on the basis of any other contractual arrangement relating to the Service provided by GPT, regardless how such payment or Service is addressed or called (e.g. outpayment, kick back or revenue share);
Party:	GPT or Customer individually
Parties:	GPT and Customer jointly;
Rate(s):	All applicable rates for the Services, which may include Monthly Recurring Cost, Call Charges, Outpayments and any other fees which may be charged by GPT to Customer for value added Services
Services:	The communication services to be provided by GPT under the Agreement as specified in the Order, which may include but are not necessarily limited to Premium Rate Services, the allocation and resell of Numbers, SMS services and other communication services including IVR and payment solutions;
Third Party Customer:	Any third party to whom the Customer has resold the Service, and any party to whom such third party has resold the Services and so on;

## THE SERVICES

- 1.1 GPT shall provide Customer with the Services set out in the Order.
- 1.2 GPT shall properly exert its reasonable endeavors to observe agreed delivery dates and time periods as much as possible. However, these dates and time periods are not to be considered final deadlines ['fatale termijn']. The mere fact that an agreed date or period of delivery has been exceeded shall not cause GPT to be in default
- 1.3 GPT shall perform the Services on the basis of a reasonable endeavor obligation ['inspanningsverplichting'] of a competent supplier of similar services. GPT does not guarantee that the Service will always function without disruptions, delay or other imperfections or that they will be fit for any particular purpose.
- 1.4 Since the Services will be transmitted through public Internet lines and the public switched telephone network, some disruptions in the Service may be experienced. The Parties agree that GPT shall not be held liable in case of disruptions of the Services due to disruptions of any nature in the public internet and/or telephone network.

## 2. TERM AND TERMINATION

- 2.1 This Agreement shall commence on the date of signature by both Parties and shall continue to be in force for a minimum period of 12 months. Thereafter the term of the Agreement shall automatically be renewed for successive one (1) year terms unless (i) a Party gives a written notice of non-renewal to the other Party at least three (3) months prior to the expiration of the then current term, or (ii) the Agreement has been terminated in accordance with the Agreement.
- 2.2 Notwithstanding clause 2.1, in the event the term of any Order expires on a date later than the expiration or termination date of the Agreement, then the term of the Agreement shall

Initials Customer

Initials GPT

automatically be extended so that the expiration dates of the Agreement and the relevant Order are the same, or — in case of termination of the Agreement — the terms of this Agreement shall continue to apply with regard to the Order(s) which have not yet expired or terminated, as if the Agreement was still in full force and effect with regard to these Order(s).

2.3 GPT may immediately terminate the Agreement or (part of) the Services thereunder, upon written notification to the Customer and without becoming liable for damages suffered because of such termination if

- a. GPT is entitled to interrupt, suspend or limit a Service and the circumstances causing such interruption, suspension or limitation have not been remedied by Customer within thirty days of receipt of a written notice; GPT is entitled to interrupt, suspend or limit a Service and the circumstances causing such interruption, suspension or limitation have not been remedied by Customer within thirty days of receipt of a written notice;
- b. Customer is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors or goes into voluntary or compulsory liquidation (other than for the purpose of amalgamation or reconstruction) or a receiver or administrator is appointed over its assets;
- c. Customer ceases or threatens to cease to carry on all or any substantial part of its business.
- d. Any relevant license under which the Customer resells the Services, or which is required by GPT to deliver the Services, expires or is revoked;
- e. GPT is directed by the applicable regulator or other competent authority, to cease to provide the Service;
- f. The continuation of the Service would cause a breach of the applicable legislation or order or direction of the applicable regulator or other competent authority;
- g. Customer commits fraud or GPT has a reasonable suspicion that Customer commits fraud or intends to do so;
- h. Customer is in breach of applicable law;
- i. Customer is otherwise in breach of this Agreement, including breach of its general obligations under clause 5.1, and such breach is not remedied within a reasonable time after having received notice from GPT.

2.4 Upon the termination of the Agreement for any reason the Customer shall cease to use, promote, market, advertise and sell the Services. In no event and to the maximum extent permitted by applicable law will GPT be liable to Customer for any damages suffered as a consequence of the termination of the Agreement, whether under the Agreement, in tort, under strict liability, or under any other theory of law.

2.5 In case of termination, all amounts due by Customer under the Agreement become immediately payable.

### 3. SECURITY

3.1 Customer is responsible for the security and safe operation of its own infrastructure or equipment and shall take all reasonable and necessary steps in its operation and implementation of this Agreement in order to ensure that its infrastructure does not:

- a. endanger the safety or health of employees, contractors, agents, End Users, or Third Party Customers of either Party;
- b. damage, interfere with or cause any deterioration in the operation of the GPT's Infrastructure or organization;
- c. allow illegitimate use of the Services;

- d. allow the use of Services in a way that hinders the delivery of the Services by GPT or use of the Services by other customers; or
  - e. allow unauthorized interception of telecommunication traffic.
- 3.2 The Customer will provide GPT with all Licenses and all the information and/or authorizations that is/are needed to supply the Services and shall indemnify and hold harmless GPT from any failure to do so. The Customer authorizes GPT to register the Numbers with the relevant organizations.
- 3.3 GPT will not collect more data from the Customer than is necessary for the proper provision of Services and normal business operations. The data collected from the Customer will be used only within the limits of the legal regulations in the framework of the provision of services and normal business operations of GPT. The Customer's data will not be kept any longer than the proper provision of services and normal business operations require or than is legally required.
- 3.4 Parties shall process data in accordance with all the applicable regulation regarding privacy and data-protection, including the General Data Protection Regulation (GDPR). Upon request of GPT, Customer shall furnish proof of its compliance with such regulation. Parties shall enter into additional agreements regarding privacy and data protection in a market standard format, if and when required by applicable regulation.
- 4. **USE OF SERVICE**
- 4.1 The Customer may use any Service for its own purposes or services, provided that:
  - a. the Customer complies with the terms of any applicable telecommunications legislation, pays the applicable Rates, and complies with any license applicable to the Customer in any country where Service is provided; and
  - b. the Customer does not use the Service or permit that the Service is used to send any communication which is illegal or can be considered as fraud;
  - c. the Customer shall remain responsible for any access and use of the Service by its own Third Party Customers, End Users or any other natural or legal entity directly or indirectly making use of the Service.
- 4.2 Except as may be otherwise specifically provided under this Agreement, the obligations and responsibilities of GPT are solely to the Customer and not to any third party, including any other users of the Services. The Customer will keep harmless and will indemnify GPT, its officers, affiliates, employees, agents or subcontractors against any liabilities or costs arising from any and all claims by any third party — including Third Party Customers and End Users — in connection with the use of the Services.
- 4.3 The Customer receives Log In Credentials for the GPT & GlobalXess Number portal. These details are exclusively assigned to said Customer and may not be transferred to a third-party without the prior written consent of GPT. The Customer is fully responsible for the proper use and for the consequences of any misuse of the Log In Credentials. Should the Customer suspect that an unauthorized person is using its Log In Credentials, the Customer must immediately inform GPT of this fact. GPT will, as rapidly as reasonably possible under the circumstances, ensure that access to the Services with these Log In Credentials are no longer possible. Orders or requests that were placed using the assigned Log In Credentials are deemed to have been placed by the Customer itself and will be treated as legally binding on the Customer.

**5. OBLIGATIONS OF CUSTOMER****5.1 The Customer undertakes, warrants and guarantees to GPT that it and all Third Party Customers shall:**

- a. not alter, adapt or modify the Services in any way without the prior written consent of GPT;
- b. not enter the Number Portal or any system used by GPT in an illegal or non-prescribed manner and shall not manipulate or misuse any of these systems;
- c. comply with all relevant laws, regulations and code of conducts, including national numbering plans;
- d. use the Service solely for lawful purposes and never in any fraudulent way (e.g. in a way which would constitute an event of misuse or fraud);
- e. use the Services solely for the purposes it has communicated with GPT in writing before entering into an Agreement with respect to such Services;
- f. actively pursue a policy ensuring strict compliance with all relevant laws, regulations and code of conducts, which policy includes monitoring the advertising, content and factual usage of all directly or indirectly sold Services. Upon any suspicion of irregularity or non-compliance the Customer will act immediately and directly inform GPT and all relevant authorities.
- g. provide such information and take such steps as may be reasonably required by GPT in order to enable GPT to comply with all relevant laws, regulations and codes of conduct and to carry out any investigation concerning a Service;
- h. at GPT' request, provide to the applicable regulator copies of any advertisements for the Service and/or any other information necessary to monitor compliance with the applicable legislation;
- i. not infringe, or permit other to infringe, any of GPT' or any third party intellectual property rights;
- j. promptly notify GPT of any changes in the Customer's organisation or method of doing business, which might affect the Services or the performance of the Customer hereunder;
- k. only use and connect (telecommunication) equipment that is in good working order, and which complies with all applicable standards and approvals;
- l. notify GPT of any special promotions or marketing activities likely to cause (temporal) material increase of volume, duration or frequency of calls made to any Number;
- m. do all such things, or cease all to do all such things, as are necessary to maintain the technical quality and integrity of the Service.

**5.2 The Customer takes full responsibility for the content, which is offered via the Services, and indemnifies GPT against any liability.****5.3 The Customer is fully liable for all damages incurred by GPT through any breach of Customer's obligations under the Agreement or at law and shall indemnify and hold harmless GPT accordingly****5.4 In addition to 5.3, in the event of a breach of the Agreement by Customer which:**

- (i) is not remedied within a reasonable time after GPT have given notice of such breach, or
  - (ii) is not capable of being remedied; and/or
  - (iii) constitutes an act of fraud, negligence [*'nalatigheid'*] or malicious intent [*'opzet'*];
- a penalty of €2.500 shall immediately become due for payment by Customer to GPT, without the need for GPT to prove any damages and without prejudice to any of its rights and remedies under the Agreement or at law.

6. ALLOCATION OF NUMBERS

- 6.1 GPT shall allocate the Numbers to Customer in accordance with the Agreement. The Numbers will remain activated for the Customer during the agreed term.
- 6.2 The allocation of Numbers does not constitute any transfer of any property or other rights with regard to the Numbers.
- 6.3 GPT may withdraw or reallocate the Number if it is reasonable to do so, which is always deemed to be the case when:
- a. the Order is terminated or withdrawn before activation;
  - b. such action is required pursuant to any change in the relevant national numbering plan;
  - c. GPT is forced to do so by the regulator of any other competent regulatory body;
  - d. no calls have been made to the Number for three consecutive months;
  - e. the Number is withdrawn or reallocated by the carrier or other supplier of GPT.
- 6.4 GPT shall have the right to monitor any calls made to any Number for the purposes of ensuring compliance with the applicable legislation and/or with the Agreement

7. RESALE AND PROMOTION OF SERVICES

- 7.1 In case the Customer resells the Services, it will do so at its sole risk and for its own account, and not as an agent or representative of GPT. No resale will constitute a legal relationship between GPT and any third party.
- 7.2 In case the Customer resells the Services, it will remain fully liable to GPT for the resold Services and it will take care to be fully compliant in these cases with the relevant legislation and any additional rulings in this respect.
- 7.3 Customer shall be responsible for the acts and omissions of all Third Party Customers to the extent that such Third Party Customers fail to comply with terms corresponding to the terms of the Agreement. Customer shall indemnify and hold harmless GPT from and against any and all costs, expenses, (including legal fees), claims, demands and actions arising from or related to any misuse or fraudulent use of the Services by Third Party Customers.
- 7.4 Customer will see to it that it makes no representations or warranties concerning the Services, other than those which are consistent with GPT's own representations and warranties, as set forth in the Agreement.
- 7.5 GPT cannot accept any liability for damages, suffered by Third Party Customers or other third parties, related to (non) performances under the Agreement. Customer fully indemnifies GPT, its officers, directors, employees and agents, against any and all claims of any third party that it resold the Services to (including the Customers of this third party and so on), including but not limited to all costs directly or indirectly arising out of such claim, such as reasonable costs for legal assistance.
- 7.6 Customer will actively promote, market and resell the Services and will at all times refrain from any acts, in the broadest sense, which may harm the reputation of GPT or its Services. Customer will comply with all reasonable instructions and guidelines of GPT in relation to the promotion, marketing and sale of the Services.

8. MAINTENANCE, UPDATES AND MODIFICATIONS

- 8.1 GPT is entitled, without any liability, to change, update, modify and/or replace the technical features of the Service at its own discretion and without any prior notice to the Customer provided that the resulting Service is still consistent with the requirements set out in the Agreement and provided that such change, modification or replacement shall not result in a material deterioration of the Services.



- 8.2 GPT may suspend or take the Service out of use temporarily or limit its use, should this be deemed desirable or necessary for purpose of maintenance, changes, modifications or replacements. GPT will strive to give the Customer at least three working days' notice hereof, unless immediate action is required.
- 8.3 GPT is entitled to use any subcontractor or other third party that it deems competent for the provision of the Services. The Customer authorizes GPT to forward all its data, communications and other authorizations that GPT deems necessary to Customer such parties in order to provide the Service.
9. **RATES**
- 9.1 The Rates can consist of one-time charges (such as set-up fees), monthly or other periodic charges and Call Charges which are all due in accordance with the Agreement. The Rates are always exclusive of VAT and any other (local) taxes, charges and (governments) levies.
- 9.2 GPT is allowed to charge port-out fees per number up to 20 euro per individual number and in absence of any specifically mentioned fees, these are a minimum of EUR 5 per number.
- 9.3 GPT is at any time entitled to revise the Rates provided that such revision is required to reflect either (a) mandatory regulatory changes resulting in an increase in GPT's costs or (b) increases in the costs of the underlying services to GPT. GPT shall strive to give notice of any change one month prior to the implementation thereof.
- 9.4 All invoices shall be based on the data recorded or logged by GPT. This data is decisive and shall apply as binding proof in the determination of the amounts owed by the Customer, unless it is shown by Customer that these details are incorrect and had they been based on correct data, the invoice would have been more than 2% lower (thus any deviation within 2% is deemed acceptable). Disputes will not release Customer from its payment obligations.
10. **PAYMENT AND SECURITY**
- 10.1 The Customer shall pay all invoices within a payment term of fourteen (14) days.
- 10.2 Payment by Customer shall be made in Euros unless specifically agreed otherwise, without set-off or counterclaim and free and clear of and without any deduction or withholding whatsoever. Customer bears the transaction costs and, if applicable, the foreign exchange risk.
- 10.3 GPT may at any time demand that the Customer pays by means of an automatic collection of the amounts due/direct debit order.
- 10.4 GPT may at any time demand that the Customer provides a security deposit or bank guarantee as surety for the payment obligations of the Customer. Should GPT deem the given security no longer to be needed, GPT will return the securities provided without interest to the Customer.
- 10.5 When a Number is cancelled, there will be no refund of amounts already invoiced or on amounts that are applicable based on due dates. Customer acknowledges that GPT has the right to invoice any amounts due by Customer after any cancellation.
- 10.6 Customer is not allowed to withhold or delay payment of any invoice, even if there is a dispute between the parties and/or Customer is of the opinion that sums are owed by GPT to Customer.
- 10.7 In case of pending payments or disputes, GPT will not accept any port out request until everything is resolved and paid for by the Customer.
- 10.8 Any Outpayments (if applicable) shall only become payable by GPT to Customer when GPT has received the corresponding payment from the operator of the Services and

payment of such Outpayments is always subject to Customer fully and timely complying with its payment obligations towards GPT. GPT shall be allowed to withhold any Outpayments if there are any outstanding invoices which have not yet been paid by Customer, and shall be allowed to set-off any amounts due at its sole discretion.

## 10. NON PAYMENT

- 10.1 In case the Customer fails to make the payments within the payment period, or if the direct debit order has failed, the Customer will be in default without further notice required. From that moment on, without prejudice to its other legal rights, GPT is entitled to late payment interest, equal to 2% per month from the due date to the date of payment in full.
- 10.2 In case the Customer is in default, it is also liable for any and all costs incurred in collecting payment (including extra-judicial costs and lawyers' fees) with a minimum of 15% of the amount owed or € 50,- whichever is higher.
- 10.3 GPT is entitled to charge € 10,- for administrative costs for each invoice that is not paid within the agreed payment term, or more if GPT's actual costs are higher

## 11. LIABILITY AND EXCLUSION OF WARRANTIES

- 12.1 By entering into an Agreement, the Customer acknowledges that it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in the Agreement. All conditions, warranties or other terms implied by statute or law are excluded to the fullest extent permitted by law, unless the Agreement provides otherwise.
- 12.2 To the maximum extent permitted by applicable law, GPT will not be liable for any damages and/or costs (including consequential loss or indirect damages, such as trading losses and loss of profits) that may arise from the (non-)performance of the Agreement, negligence or act or omission by or on behalf of GPT. Neither is GPT liable for damages as a consequence of personal accidents, damages arising from liability of third-parties vis-à-vis the Customer or for damages as a consequence of any services marketed by the Customer.
- 12.3 To the maximum extent permitted by applicable law, GPT will in any event only be liable to a maximum amount equal to three times the MRC for the Number/Service involved.
- 12.4 GPT restricts and/or excludes its liability vis-à-vis the Customer in relation to Services purchased by it from third-parties (including in that regard the (inter)national network providers or other telecom service providers authorized by virtue of a license granted by the authorities) to the same extent as said third-parties limit or exclude their liability vis-à-vis GPT.
- 12.5 No exclusion or limitation of liability will apply if and insofar as the damage is caused by the intent [*opzet*] or gross negligence [*grove schuld*] of GPT or its senior employees.
- 12.6 Customer will indemnify and hold harmless GPT from and against any third party claim arising out of or in connection with any act or omission of Customer.

## 12. INTELLECTUAL PROPERTY

- 12.1 All intellectual property rights and confidential information relating to the Services shall remain the property of GPT or its licensors. The delivery of the Service does not imply any transfer of intellectual property rights.
- 12.2 Nothing in the Agreement shall give the Customer any right in respect of trade names or trademarks used by GPT in relation to the Services or the goodwill associated with them, and the Customer acknowledges that it shall not acquire any rights in respect of any trade names or trademarks and that all such rights and goodwill are, and shall remain, vested in



- 12.3 The Customer shall not use GPT' name or any trademarks or service marks without the prior written consent of GPT. The Customer shall submit to GPT for prior written approval copies of all marketing and advertising materials incorporating GPT' name, its trademarks or service marks that the Customer proposes to use in its marketing and advertising activities prior to the use of such material.
- 12.4 In the event that GPT provides any software, the Customer shall use this software only as strictly necessary to resell the Services and it shall comply in all respects with the terms and conditions of any license to use the software.
13. **FORCE MAJEURE**
- Should GPT be prevented by force majeure of a continuing or temporary nature from (further) executing the Agreement, GPT is entitled to suspend, limit or terminate all or a part of the Agreement by means of a notice to that effect without judicial intervention, such without obligation to provide compensation for damage. This right does not affect GPT' right to payment by the Customer should GPT have already provided Services before there was an issue of a situation of force majeure.
- 13.1 Force majeure is understood to include (without limitation) any measure regarding a regulation of any authority, official body or a body with the delegated authority that limits or entirely prevents the access to the infrastructure, or anything that is considered force majeure under applicable law.
- 13.2 In addition to the above, GPT may invoke the force majeure in relation to Services purchased from or used by third-parties in the same manner as said third-parties invoke force majeure pursuant to their own general conditions.
14. **INTERRUPTION, SUSPENSION AND LIMITATION OF SERVICES**
- 14.1 GPT is entitled to interrupt, suspend or limit the Service with immediate effect for the purpose of safeguarding the security or integrity of the network of GPT or a third party network provider, as well as in case:
- a. the Customer does not strictly meets its obligations under the Agreement including (without limitation) its payments obligations;
  - b. there is an issue of misuse or improper use of one or more of the Services or Numbers;
  - c. the Customer does not make any use of the Service during a period of three (3) successive months;
  - d. GPT is not be able to reach the Customer, after having endeavored to do so, at the address or telephone number given by the Customer.
- 14.2 GPT shall inform the Customer of an interruption, suspension or limitation as soon as reasonably possible.
- 14.3 In case of reactivation of Numbers or other Services, GPT is entitled to charge Customer with a fixed reactivation fee of € 50,- and with the actual costs incurred

**16. CONFIDENTIALITY**

- 16.1 Parties agree to treat the Agreement and all information (including prices) they receive from the other Party (whether in written, oral or any other form) in the execution of the Agreement ("Confidential Information") as strictly confidential and agree not to disclose, without prior written consent of the other, any Confidential Information to any third parties, such third parties not to include their respective employees, agents, affiliates, lawyers, auditors, and accountants who have a need to know such information and who are bound by a similar obligation not to disclose the Confidential Information.
- 16.2 However, neither Party shall be required to obtain prior written consent of the other in respect of the disclosure of Confidential Information:
- a. to any court or governmental authority or other such entities requiring such information to the extent necessary to comply with any legal or governmental requirement or judicial or arbitral proceedings;
  - b. to the extent that it is required by law, by an appropriate regulatory body or by the applicable rules of any exchange, regulatory or listing authority or national securities association,
  - c. any information which comes into the public domain, other than, as a result (direct or indirect) of the act or omission of the Party concerned.
- 16.3 GPT shall be allowed to disclose Confidential Information to third parties if this is required to provide the Services.
- 16.4 The provisions of this article shall remain in force for two years after expiry or termination of the Agreement

**17. TRANSFER**

- 17.1 The Customer may not, without the prior written consent of GPT, transfer the rights and/or obligations arising under the Agreement to a third party, nor enter into a partnership or company, irrespective of what it is called. GPT may transfer all its rights and obligations pursuant to the Agreement (i) to a group entity (ii) under the terms of a sale or the acquisition of all or practically all of the assets of GPT or (iii) pursuant to a financing arrangement, merger or reorganization of GPT.

**18. GOVERNING LAW, COMPLAINTS AND ARBITRATION**

- 18.1 The Agreement are governed by the laws of the Netherlands, excluding any conflict of law principles. References to certain terminology and principles under Dutch law have been added between brackets for clarity and shall take precedence over the English terms when interpreting this Agreement.
- 18.2 All disputes pertaining to the Services and/or Agreements shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The place of arbitration will be Amsterdam and the arbitration shall be conducted in the English language.
- 18.3 Notwithstanding the foregoing, the Customer will first submit complaints to GPT in writing. GPT will respond within 30 days, unless this is reasonable not possible, in which case GPT will communicate how long it will take to respond. Should the response of GPT not be satisfactory for the Customer or in case GPT fails to respond in a timely manner, the Customer will have six months to file for arbitration, failing which each claim will be time-barred.
- 18.4 Parties shall reasonably endeavor to solve any dispute amicably before initiating arbitration proceedings.

19. NOTICES

- 19.1 All notices concerning the Services and the execution thereof will be sent in writing to the registered address of GPT or by e-mail to: [financeOGPT.nl](mailto:financeOGPT.nl) and [legalOGPT.nl](mailto:legalOGPT.nl).
- 19.2 Customer shall be responsible to inform GPT swiftly after signature of the Agreement of any contact details to which notices can be send and shall be responsible to update GPT of any changes in the contact information. In the event Customer has failed to notify GPT in accordance with this clause, GPT shall not be liable for any consequences thereof.

20. MISCELLANEOUS

- 20.1 This Agreement represents the entire agreement and understanding of the Parties in relation to the subject matter hereof and supersedes all prior understandings and representations, whether written or oral, and this Agreement may only be modified if such modification is in writing and signed by authorised representatives of both Parties.
- 20.2 Any amendment or modification of the Agreement must be agreed upon in writing and signed by both Parties.
- 20.3 If any part of this Agreement is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be fully valid and enforceable permitted by law. The invalid provision is deemed to be replaced by an appropriate provision that – in relation to its meaning and effect – conforms in so far as possible with the intention of the parties in relation to the original provision.
- 20.4 Nothing in this Agreement shall create or be deemed to create a partnership or joint venture between the Parties and neither Party shall be responsible for the acts or omissions of the employees or representatives of the other Party.
- 20.5 Customer represents and warrants that Customer shall not contact customers or suppliers of GPT (including any sub-supplier or affiliate of any tier) for the delivery of, or otherwise in relation to, the same or similar services as the Services under the Agreement. In the event of any act or omission of Customer in breach of the, Customer shall immediately be liable to pay a penalty of 50.000 euro without need for any advance notice of default or proof of specific damages, and without prejudice to any others rights and remedies of GPT under the Agreement or at law.

21. ORDER OF PRECEDENCE

- 21.1 Any special conditions included in the Order shall only take precedence over the Agreement if this is confirmed by GPT in writing. Otherwise, the provisions of the Agreement shall take precedence. The applicability of any general conditions of Customer is excluded.