

**GENERAL TERMS AND CONDITIONS DUTCH DNA BIOTECH B.V.**

VERSION 1 - August 2015 – 10 pages

**1. DEFINITIONS**

**Agreement:** any agreement between DDNA and Client for the performance of the Commission, any amendment or supplement thereto and all (legal) acts in preparation and/or execution of that agreement.

**Background:** all knowledge, experience and other information to which a party is entitled and which was not developed or created in the context of the Agreement, as well as any IP Rights acquired as a result of or vested in such knowledge, experience and other information. Such knowledge, experience and other information also includes tangible objects mutually made available by the parties in the context of the Commission including, but not limited to, liquids, reagents and prototypes; production processes and other processes, working methods, know-how and/or computer software;

**Client, you, your:** you, as the party commissioning DDNA to perform research;

**Commission:** the research activities to be carried out by DDNA as specified in the Agreement;

**DDNA:** the legal entity Dutch DNA Biotech B.V., a private company with limited liability (*besloten vennootschap*), incorporated under the laws of The Netherlands, having its registered office in The Hague, the Netherlands, and registered in the trade register with no. 63747871;

**Final Report:** the report drawn up by DDNA describing DDNA's findings regarding the performance and the outcome of DDNA's work and which DDNA has assigned the status of Final Report.

**Foreground:** all knowledge, experience and other information developed or created in the context of the Agreement, as well as any IP Rights acquired as a result of or vested in such knowledge, experience and other information. Such knowledge, experience and other information also includes tangible objects such as, but not limited to, liquids, reagents and prototypes; production processes and other processes, working methods, know-how and/or computer software.

**General Terms and Conditions:** These terms and conditions for commissions to DDNA.

**INCO Terms:** the International Commercial Terms 2010, drawn up and published by the International Chamber of Commerce (ICC);

**IP Rights:** all intellectual and industrial property rights including, but not limited to, copyrights, trade name rights, plant breeders' rights, design rights, trademark rights and patent rights, and rights regarding topographies of semiconductors and domain names;

**Quotation:** a document drawn up by DDNA that forms a specified offer for the proposed Agreement;

**Scope of the Commission:** the proposed area of application of the outcome of the Commission as specified in the Agreement;

*general remark:*

The word 'rights' regarding Background (article 7) and Foreground (article 8) is understood to mean: regarding goods the rights of ownership, and regarding proprietary rights (such as IP Rights) the fullest right possible. This, as opposed to the rights of use discussed in articles 10, 11 and 12.

**2. GENERAL**

**2.1 Applicable law.** The Agreement is governed exclusively by the substantive laws of The Netherlands.

**2.2 Exclusion of other terms and conditions.** The Agreement is subject only to the General Terms and Conditions.

**2.3 Valid changes, additions and/or expansions.** DDNA can only be bound by changes or additions to, an expansion of and/or deviation from the Quotation, the Agreement or the Commission or a deviation from the General Terms and Conditions if they are confirmed on behalf of DDNA in writing or by e-mail followed by written confirmation by a person who is officially authorised to represent DDNA. Such changes, additions, expansions and/ or deviations are only valid in respect of the specific Agreement in which they have been agreed with you.

### 3. SCOPE OF THE COMMISSION

#### 3.1 What is the Scope of the Commission?

Prior to concluding an Agreement, DDNA will send you a Quotation. The Quotation is only binding on DDNA if it is confirmed on behalf of DDNA by a person who is officially authorised to represent DDNA. The Quotation describes the proposed Commission and the Scope of the Commission. The Quotation is valid for one month after it has been issued by DDNA, unless explicitly stated otherwise by DDNA in the Quotation.

#### 3.2 How is the Agreement concluded?

The Agreement is concluded when your written consent, or consent by e-mail, to the Quotation has been received in good time. If you ask DDNA to start work before it has issued a Quotation or before it has received your consent to the Quotation, your request will be regarded as consent to the entire Quotation as issued by DDNA and an Agreement will have been created. Once the Agreement including all annexes has been created as described above, it contains all arrangements made by DDNA and you regarding this Commission; any arrangements and commitments not contained in the Agreement are cancelled as a result.

#### 3.3 Unpermitted use of the Quotation.

In the Quotation, DDNA incorporates its ideas, knowledge and experience regarding the proposed Commission and the manner in which it can be performed. For that reason, DDNA requires that you only use the Quotation (including any changes, additions and expansions) for determining whether you will award DDNA the Commission and not for any other purposes. If no Agreement is created, DDNA only holds rights with regard to the contents of the Quotation, with the exception of any information from you that it contains.

#### 3.4 May DDNA accept third-party commissions within the Scope of the Commission?

DDNA may accept commissions from third parties within the Scope of the Commission during the performance of the Commission, unless DDNA and you have explicitly agreed otherwise in writing.

### 4. PERFORMANCE OF THE COMMISSION. OUTCOME OF THE COMMISSION

#### 4.1 When may you expect an outcome of the Commission?

DDNA will perform the Commission within the agreed estimated term. If this term is likely to be exceeded, DDNA will contact you immediately to discuss this. However, DDNA will not be in default until you have requested DDNA in writing to perform its obligations within a reasonable period and that period has lapsed without those obligations having been performed.

#### 4.2 What outcome of the Commission may you expect?

The nature of research activities implies uncertainty regarding the outcome of the Commission. That is why DDNA solely undertakes to aim for a practicable outcome of the Commission when performing the Commission, which outcome DDNA will record in a Final Report that will be provided to you, unless you and DDNA agree otherwise. In addition, if DDNA and you have agreed that DDNA will

provide you with a product, DDNA will not issue any warranty, unless DDNA and you have explicitly agreed otherwise in writing.

#### **4.3 Under what condition does DDNA deliver?**

DDNA delivers ex works 'location of the relevant DDNA branch'. 'Ex works' must be interpreted in accordance with the INCO Terms.

#### **4.4 What do DDNA and you agree regarding export laws and regulations?**

By accepting the Quotation or by entering into the Agreement, you undertake vis-à-vis DDNA that you - including any persons or agents engaged by you in the performance - will refrain from making any use of the outcome of the Commission that would be in violation of export laws or regulations. 'Export laws and regulations' must be interpreted as all current laws and regulations in force at the time for the regulation of exports and imports of military goods and dual-use goods (jointly also referred to as 'strategic goods') and chemical substances. You will indemnify DDNA for any liability towards any third party resulting from any non-compliance by you - including any persons or agents engaged by you in the performance - with export laws or regulations as a result of your use of the outcome of the Commission. If, in the context of the Agreement, an export or import permit must be issued by a government and/or any government body pursuant to export laws or regulations, or delivery is restricted or prohibited in any other way due to export laws or regulations, DDNA may proceed to suspend its obligations and to suspend the Client's rights with regard to the delivery in question, until the required permit has been issued, or for the duration of the relevant restriction and/or prohibition. At such time, DDNA may terminate the Agreement without being bound by any obligation vis-à-vis the Client. The inability to obtain an export or import permit will not be considered force majeure (non-attributable failure).

#### **4.5 What if an end-user statement is required?**

If an end-user statement is required in respect of the end user of the outcome of the Commission, DDNA will notify the Client immediately. The Client must provide DDNA with this document upon DDNA's first request.

#### **4.6 Is DDNA allowed to engage agents?**

In the performance of the Commission, DDNA may engage agents, provided that this does not create any reasonably anticipated confidentiality risk.

### **5. COOPERATION THAT DDNA EXPECTS FROM YOU**

#### **5.1 Goods to be made available by you in respect of the Commission.**

If DDNA and you have agreed that you will make certain goods available to DDNA for the performance of the Commission, DDNA is not obliged to commence performance before DDNA has received the agreed number of goods, in the agreed form, within the agreed term. If DDNA receives these goods later than agreed, the estimated term for performance stated in the Agreement will be extended by the duration of this delay. If DDNA and you have agreed that the goods required for performance of the Commission are samples, you will be responsible yourself for their selection, representativeness and distinguishing marks (such as codes, brand or product names), unless you and DDNA have agreed that DDNA, or a third party on behalf of DDNA, will take samples.

#### **5.2 When should you collect the goods made available to DDNA?**

DDNA will retain the goods that you made available to DDNA in connection with the research (or, if reasonably possible, the remainder) free of charge for two weeks after the Final Report has been delivered, unless agreed otherwise. After those two weeks, DDNA will be free to take suitable meas-

ures; any related costs (for example costs of transport, storage, destruction, waste disposal, etc.) will be for your account

### **5.3 What if changed insights or misunderstandings are discovered during performance of the Commission?**

If unmistakable shortcomings in the research methods or other significant details related to the research are discovered during performance of the Commission, DDNA will inform you accordingly. If there are any misunderstandings regarding the contents and/or the performance of the Agreement because DDNA did not receive information from you, or because that information was inaccurate or incomplete, not received in good time or in writing, this will be your risk, unless that would not be reasonable under the circumstances

### **5.4 What does DDNA expect from you if the goods are dangerous?**

If the goods that you make available to DDNA for the performance of the research are potentially dangerous, in any way whatsoever, you must clearly designate these goods in the customary manner and/or, if applicable, in the manner prescribed by law and, if necessary, provide them with instructions for storage and use, to ensure that DDNA must handle them with care.

## **6. DDNA CONFIDENTIALITY REGARDING THE COMMISSION**

### **6.1 What will DDNA keep confidential regarding the Commission and for how long?**

DDNA will keep the outcome of the Commission as laid down in the Final Report confidential for one year after the date of the final invoice or the date of delivery of the Final Report, whichever comes first, with the exception of:

- a. DDNA Background, as well as;
  - b. calculation methods, software or experimental working methods developed by DDNA, the development of which was not directly intended with the award of the Commission;
  - c. use of DDNA's findings in a form that cannot be traced back to the Client or the Client's Commission, if the Commission comprises sampling, analysis, measurement or literature research.
- DDNA will only observe confidentiality throughout the period stated in this article with regard to the Client's name and the fact that the Client's Commission has been performed if this was agreed when the Commission was awarded.

### **6.2 What Client information will DDNA keep confidential?**

The information provided by you that comes to DDNA's knowledge during the performance of the Commission and which you have indicated to be confidential will be kept confidential by DDNA, for 3 years after the date of final invoice or the date of delivery of the Final Report, whichever comes first, with the exception of:

- a. information already in DDNA's possession before it was provided to DDNA during the performance of the Commission;
- b. information that is commonly known, or information that could become generally known for reasons that cannot be attributed to DDNA;
- c. information that DDNA validly obtained from a third party or through its own research without having used your confidential information.

Regarding the period between the issue of the Quotation to commencement of Commission performance, DDNA and the Client may only lay down confidentiality obligations in a written confidentiality Agreement.

### **6.3 When is DDNA no longer obliged to observe confidentiality?**

DDNA is not obliged to observe confidentiality if and in so far as disclosure is required to explain matters to third parties in the event of misunderstandings resulting from your disclosure of the outcome of the Commission. Likewise, DDNA is no longer obliged to observe confidentiality if DDNA discovers a serious danger to persons or goods. However, in that case DDNA will consult with the Client, if possible, before informing the persons that are in danger and/or the competent authorities of the dangerous situation.

Furthermore, DDNA will no longer be obliged to observe confidentiality if DDNA is required to provide information pursuant to a decision issued by a court of law or supervisory body incorporated under public law. To the extent permitted by law, DDNA will consult with the Client before providing any information in such a situation.

## **7. RIGHTS TO BACKGROUND**

All rights you own or obtain with regard to your Background will remain vested in you. All rights DDNA owns or obtains with regard to its Background will remain vested in DDNA.

## **8. RIGHTS TO FOREGROUND**

### **8.1 To whom accrue what rights with regard to Foreground?**

If you have created any Foreground, or parts of it, within the context of the Commission with DDNA, the relevant IP Rights or the exclusive right to vest these will, of course, accrue to you. The written documentation pertaining to the Commission is decisive for the scope of your IP Rights (or the exclusive right to vest them).

Foreground created by or on behalf of DDNA accrues to DDNA, unless explicitly agreed with you in writing in any other way. In the latter case, the specific terms and conditions under which said rights will be transferred to you will also be laid down in this provision.

The IP Rights, or the exclusive right to vest them, with regard to calculation methods, software and experimental working methods developed by DDNA, the development of which was not directly intended with the award of the Commission, accrue in full to DDNA, unless provided otherwise by contract (which will also lay down the specific terms and conditions under which the right will be transferred to you).

### **8.2 To whom do the copyrights regarding a Final Report accrue?**

In deviation of or, if applicable, in addition to the provisions of article 8.1, the copyrights with regard to a Final Report, as well as with regard to any preliminary or interim reports or subsequent explanatory notes to the Final Report, always accrue in full to DDNA.

## **9. PROTECTION OF FOREGROUND**

### **9.1 What if expectations are that the Foreground can be protected?**

If you or DDNA expects that the Foreground, or parts of it, can be protected by performing an additional action, for example patenting, you and DDNA will inform each other. The party entitled to protecting that part of the Foreground will inform the other party about its exercise of that right and the specific contents. In the event of protection of the Foreground, or parts of it, DDNA and you will provide each other with all cooperation reasonably required to vest the right by performing an additional action, for example patenting. Any further cooperation may be subject to further conditions.

DDNA will not investigate the possibility of protecting Foreground with an IP Right, unless explicitly stated in the Agreement.

## **9.2 What if the party entitled to protect the Foreground, or parts of it, decides not to obtain further protection?**

If the party entitled to protecting the Foreground, or parts of it, by performing an additional action (for example patenting) refrains from doing so, it will inform the other party and give the other party an opportunity to protect the Foreground or that part of the Foreground or to continue the protection, in which respect it is noted that all other reciprocal rights from the Agreement, including rights of use, will be maintained. The parts of the Foreground to which you or DDNA have an exclusive right in accordance with 8 are excluded from this provision.

## **9.3 Does protection of the Foreground, or parts of it, affect your or DDNA's rights of use?**

If the Foreground or parts of it are protected, the rights of use granted under the Agreement and the General Terms and Conditions or under a separate Agreement will be maintained.

## **9.4 What if an infringement, or alleged infringement, of IP Rights with regard to DDNA Foreground is discovered?**

In the event the Client discovers an infringement of IP Rights with regard to DDNA Foreground, the Client must notify DDNA as quickly as possible, and DDNA and the Client will discuss the matter.

## **10 USE OF BACKGROUND**

### **10.1 Is DDNA entitled to use your Background?**

DDNA does not acquire the right to use your Background, other than and only in so far as necessary to perform the Commission.

### **10.2 May you use the DDNA Background that is part of the outcome of the Commission for commercial purposes?**

Commercial use of DDNA Background – also if it is part of the outcome of the Commission – is subject to our explicit prior written consent. Such consent may be subject to further conditions.

## **11 USE OF FOREGROUND**

### **11.1 How may you use the Foreground? Is your right of use an exclusive right?**

You will acquire the right to use the part of the Foreground accrued to DDNA – as provided to you by delivery of the Final Report – within the Scope of the Commission. The right of use referred to in the previous sentence will be an exclusive right for one year from the date of the final invoice or the date of the Final Report whichever came first, except with regard to any incorporated DDNA Background. DDNA will be permitted at all times to use its Background for the benefit of third parties or have such third parties use it.

### **11.2 Does DDNA investigate the existence of any third-party rights to the Foreground?**

DDNA will not investigate the existence of third-party IP Rights to the Foreground, unless explicitly stated otherwise in the Quotation.

### **11.3 Does the exclusive right of use also apply with regard to calculation methods, software and experimental working methods developed by DDNA?**

DDNA is entitled at all times to use the calculation methods, software and experimental working methods developed in the context of a Commission, the development of which was not directly intended with the award of the Commission, by or for the benefit of third parties.

### **11.4 How may DDNA use the Foreground?**

DDNA acquires the right to make free use at all times of the knowledge and experience gained by DDNA during the performance of the Commission on its own behalf, for the benefit of third parties, or have third parties do so, however with due observance of the exclusivity period as referred to in article 11.1.

## **12 USE OF FINAL REPORT**

### **12.1 How may you use a Final Report?**

DDNA considers it important for a Final Report to be viewed in its context and that its contents can be examined in their entirety, including any scientific or other nuances. A Final Report, as well as any preliminary or interim reports or subsequent explanatory notes to the Final Report, is therefore intended solely for the Client's own use; any other use requires DDNA's prior written consent.

### **12.2 What is meant by 'any other use' that requires DDNA's prior consent?**

'Any other use' as referred to in previous article 12.1 means, among other things:

- a. reproduction or disclosure in whole or in part by means of print, photocopy, in electronic form or in any other way, or storage in a searchable information file;
- b. making available to anyone other than parties with an immediate interest, considering the Scope of the Commission, which also includes use by or on behalf of third parties;
- c. use or allowing the use, in whole or in part, with a view to lodging claims, or taking legal action;
- d. use or allowing the use, in whole or in part, with a view to advertising, promotion or anti-advertising or for soliciting sales or services in a more general sense.

Such prior consent may be subject to further conditions.

## **13 DETERMINATION OF PRICE**

### **13.1 What does 'guide price' mean? What price will be invoiced if no price has been determined in advance?**

If a 'guide price' has been agreed with you, this price is a non-binding estimate of the price for the Commission, excluding the expenses incurred by DDNA in consultation with you. In that case, i.e. if a 'guide price' has been agreed with you, or if no price has been agreed with you in advance, the price for the Commission including the expenses incurred by DDNA in consultation with you will be determined and invoiced on the basis of actual costs. When calculating the actual costs, DDNA will determine the rates applicable to the year in which the part(s) of the Commission is (or are) performed on the basis of the methods generally used at DDNA. If the period between the Quotation date and the date on which the work will end is one year or more, DDNA will be entitled to index the part of the Commission price not yet invoiced at 1 January each year in accordance with the annual adjustment of the rates used by DDNA.

### **13.2 What does 'fixed price' mean?**

If a 'fixed price' has been agreed with you, this price will be the price for the Commission, excluding the expenses incurred by DDNA in consultation with you.

### **13.3 What happens in the event of additional work?**

If a fixed price has been agreed with you, but – with your consent – the Commission is changed or expanded, or if it turns out during the performance of the Commission that you did not, or insufficiently, inform DDNA about your wishes, requirements or preconditions when the Agreement was concluded, DDNA will invoice the additional work resulting from this on the basis of actual costs.

### **13.4 May DDNA require advance and/or interim payment?**

DDNA may at all times require you to make advance or interim payment.

### **13.5 Are the amounts quoted by DDNA inclusive or exclusive of VAT?**

All amounts quoted by DDNA in a Quotation or Agreement or General Terms and Conditions are exclusive of VAT, unless stated otherwise.

### **13.6 In which currency are the amounts due to DDNA?**

All amounts due hereunder shall be payable in Euros, unless otherwise explicitly agreed in writing.

### **13.7 Within what term must you pay DDNA's invoice?**

DDNA requires you to pay its invoice or invoices within fourteen (14) days of the invoice date. You may not deduct any DDNA invoices from amounts owed by DDNA to you, or set off such invoices against such amounts.

### **13.8 What if you fail to pay the DDNA invoice, or fail to pay it in full or in time?**

If you do not pay the DDNA invoice within fourteen (14) days, nor after having received written notice of default, you will owe DDNA interest (i.e. the statutory interest applicable to commercial transactions) and all reasonable costs incurred by DDNA to obtain payment of its invoice, in addition to the unpaid invoice amount. Goods still in DDNA's possession may be retained by DDNA until the DDNA invoice and any interest and collection costs have been paid in full or until you have provided security for payment, for example a bank guarantee. DDNA will remain the owner of goods supplied to you by DDNA as long as the DDNA invoice and any interest and collection costs have not been paid in full. The Client will acquire IP Rights to the outcome of the Commission, or parts of it, on the condition precedent of payment of the price for the Commission.

## **14 CONSEQUENCE OF NON-PERFORMANCE**

### **14.1 What are the consequences if DDNA or you fail to perform the Agreement?**

If DDNA or you fail to perform a material obligation of the Agreement, the other party will submit a written demand to the non-performing party ('defaulting party') to perform that obligation within a reasonable period. However, a defaulting party will only be in default when the other party has requested it in writing to perform its obligations within a reasonable period and that period has lapsed without those obligations having been performed.

### **14.2 Are you or DDNA required to perform if the other party fails to perform?**

If the defaulting party still fails to perform after that reasonable period has lapsed, the other party, with due observance of the provisions of article 16.5, will no longer be obliged to perform its remaining obligations under the Agreement and may terminate the Agreement.

### **14.3 Before which date must you inform DDNA of any objections you may have regarding the performance of the Commission?**

Any claims you may have against DDNA and/or any agents engaged by DDNA in the context of performance of the Commission must be explicitly notified to DDNA as soon as possible, but in any

case before the first anniversary of the date of the final invoice or, if earlier, the date of delivery of the Final Report; claims lodged after that date will lapse, unless you demonstrate that it was impossible for you to notify DDNA within the set term.

#### **14.4 What institution will settle disputes between you and DDNA?**

If a dispute arises in respect of the Quotation, the acceptance or the performance of the Agreement or any related Agreements that DDNA and you cannot resolve in mutual consultation, such a dispute will exclusively be submitted - by you or by DDNA - to the competent court in The Hague.

### **15 LIABILITY. DAMAGES.**

#### **15.1 For what damage is DDNA liable and up to what amount?**

DDNA is only liable for loss or damage resulting directly from a failure to perform its obligations that is attributable to DDNA. If DDNA is liable pursuant to the contractual liability referred to in the previous sentence and/or for any other reason, DDNA can only be held liable for direct loss or damage suffered by the Client up to at most the price due by the Client in respect of the Commission.

#### **15.2 For what damage is DDNA not liable?**

With due observance of the provisions of article 15.1, DDNA, including any agents engaged by DDNA in the context of performance of the Commission, is furthermore not liable for:

- a. loss or damage suffered by the Client as a result of application or use of the outcome of the Commission, other than in the event of wilful intent or gross negligence on the part of DDNA;
- b. loss or damage arising as a result of the fact that the outcome of the Commission cannot be patented or because application of the outcome of the Commission infringes third-party rights;
- c. loss or damage resulting from defects in goods supplied to DDNA, including software, that are supplied by DDNA to the Client, unless and in so far as DDNA can recover such loss or damage from its supplier.

#### **15.3 What if third parties assert a claim against DDNA and/or agents engaged by DDNA in the context of performance of the Commission regarding your use of the outcome of the Commission?**

If third parties assert a claim against DDNA and/or any agents engaged by DDNA in the context of performance of the Commission regarding loss or damage arising from application or use of the outcome of the Commission by you or by a third party to whom you have made the outcome of the Commission available, you must fully indemnify DDNA and/or any agents engaged by DDNA in the context of performance of the Commission, other than in the event of wilful intent or gross negligence on the part of DDNA.

#### **15.4 Can you limit your liability vis-à-vis DDNA and/or any agents engaged by DDNA in the context of performance of the Commission?**

If DDNA staff or any agents engaged by DDNA in the context of performance of the Agreement are present on your premises and/or those of third parties in connection with the Commission, DDNA and/or any agents engaged by DDNA in the context of performance of the Commission will not be bound by any stipulations contained in gate safety or security notices and such that serve to limit the Client's liability under the Agreement or otherwise in whole or in part. You may not invoke any other limitations of liability either, for example in connection with injuries sustained on your premises by agents engaged by DDNA in the context of performance of the Commission, against DDNA or against any agents engaged by DDNA in the context of performance of the Commission.

## **16 END OF THE AGREEMENT. TERMINATION OF THE AGREEMENT.**

### **16.1 What is the term of the Agreement and how does it end?**

An Agreement is concluded for an indefinite period of time and ends upon completion of the Commission. DDNA will be deemed to have completed the Commission once DDNA has made the Final Report referred to in article 5 available to the Client. The Agreement will end automatically, with immediate effect and without any obligation to pay damages if:

- a. the Client is declared bankrupt;
- b. the Client is granted temporary suspension of payment;
- c. the Client's business is liquidated or wound up;
- d. prejudgment or executory attachment is levied on a substantial part of the Client's tangible and/or intangible assets or other goods of the Client.

### **16.2 Can the Agreement be terminated prematurely?**

The Client may terminate the Agreement prematurely. If the Agreement is terminated prematurely, DDNA is entitled to a part of the price, to be reasonably determined. DDNA may only terminate the Agreement prematurely for serious reasons within the meaning of Book 7, Article 408 (2) of the Dutch Civil Code.

### **16.3 How must the Agreement be terminated prematurely?**

The Agreement is automatically terminated prematurely in the events referred to in article 16.1 (a) through (d) or in writing. In the latter case, the date on which the Agreement ends is the date on which the Client or DDNA receives the written notification regarding early termination or any later date mentioned in that notification.

### **16.4 What are the consequences of early termination?**

In the event of early termination of the Agreement, any preliminary or interim outcome of DDNA's work is premature. That is why in the event of early termination, the Client is not entitled to use any preliminary or interim outcome of DDNA's work, neither for itself, nor may it use such outcome for the benefit of third parties or have third parties use such outcome. If DDNA and you nevertheless explicitly agree in writing that the Client acquires IP Rights to any preliminary or interim outcome of DDNA's work, this is done under the condition precedent of payment of part of the price to be reasonably determined by DDNA as referred to in article 16.2.

### **16.5 What provisions will continue to apply after termination of the Agreement?**

In the event that the Agreement ends in any way, the provisions that are intended to continue to apply in full after the end of the Agreement – such as, but not limited to, provisions in respect of liability, rights of use, confidentiality, payment, choice of forum – will continue to apply in full.

**END**