

Catawiki has drafted these general purchasing conditions (the “Conditions”) very carefully. We have tried to do justice to as many situations and circumstances that can occur in the purchase process of a diverse range of products and services. Catawiki is a fast moving company that operates in a complex, ever changing and very demanding online environment. We must be sure that we can immediately and freely use the products and services supplied to us and that our development and commercial planning is not at risk. Also, many different suppliers are involved in our product and Catawiki must be sure to make the same arrangements with all our suppliers in order to ensure successful exploitation. Therefore, although these Conditions may not always perfectly match your services and not all provisions are applicable to each situation, as a matter of principle Catawiki does not deviate from these Conditions.

These Conditions are divided into two chapters. Chapter 1 (*General Provisions*) apply to all agreements with our suppliers. Chapter 2 (*IT Services*) only applies if the agreement concerns the provision of software or IT services. Since these Conditions aim to govern various different situations, not all provisions may apply to your specific situations.

Chapter 1 General Provisions

Article 1 Definitions and Interpretation

1.1 In these Conditions the following terms are defined as follows:

Agreement: any agreement between Catawiki and Supplier for the delivery of Deliverables, including any attachments.

Conditions: these general purchase conditions.

Content: any works, materials, information and data (collections), including writings and texts, designs, characters, logos, models, photographs, illustrations, animations, music, sound and audiovisual material, whether or not delivered digitally and including any physical data carriers, delivered or to be delivered by Supplier to Catawiki.

Deliverables: all Content, Services, Goods, software, any other material that might be created in the performance of an Agreement and anything that is necessary for the correct and complete delivery of the foregoing, delivered or to be delivered by Supplier to Catawiki.

Delivery: where applicable, the delivery of Goods or physical data carriers of Content or software, the provision of Services or the digital supply, communication or provision of any Content or software, by Supplier to Catawiki in accordance with the Agreement.

Goods: tangible matters, including necessary construction, installation and instruction work, including any computer hardware.

IP rights: all intellectual property and related rights, anywhere in the world, including patent rights, copyrights, trademark rights, design rights, database rights, performances on a par with such rights and rights to know-how.

Catawiki: the private limited liability company Catawiki B.V., with registered office in Amsterdam, the Netherlands and with its principal place of business at the Sint Jorissteeg 2, 1012 XV Amsterdam, the Netherlands.

Order: any order or instruction of Catawiki to Supplier to deliver Deliverables.

Services: activities carried out or to be carried out by Supplier for Catawiki under an Agreement.

Supplier: any natural or legal person with whom Catawiki enters into an Agreement to deliver Deliverables.

1.2 The terms “inclusive”, “such as”, “include”, “among others”, “including” or similar terms are not meant to exclude anything else.

1.3 In these Conditions, “in writing” shall be understood to include communications by email, fax or other forms of electronic communication, if the person executing the communication has authorization to do so. In these Conditions, a “signed document” means a document that has been signed by duly authorized representatives of each party.

1.4

Article 2 Applicability

2.1 These Conditions apply to all quotations by Supplier, requests for quotations by Catawiki, Orders, and Agreements. If these Conditions apply or have been applied to any legal relationship between parties, they shall automatically apply to all legal relationships of later date.

2.2 These Conditions take precedence over all of the Supplier’s standard terms and conditions and any terms and conditions contained therein. Such terms and conditions shall be regarded as non-binding on Catawiki. The applicability of any general conditions of Supplier or any third party is expressly excluded, regardless of any reference to those conditions in communications of Supplier of later date than the Agreement. This clause applies irrespective of whether such terms and conditions are printed on quotations, invoices issued by the Supplier or communicated to Catawiki in any other way, including by electronic transfer and whether issued at any time prior to or after these Conditions. Any deviation from these Conditions in any Supplier document is automatically void, even if referenced later, unless explicitly agreed in writing between both Parties.

2.3 Deviations from these Conditions are only possible in writing or, if required by these Conditions, by means of a signed document. Unless otherwise

expressly stated in such written agreement, these Conditions shall supplement such a written agreement. In the event that an agreement has already been made between the parties containing terms and conditions, which apply to the Supplier’s deliveries of the Deliverables, such an agreement shall be superseded by these Conditions. If Parties agree that other or different conditions apply, these only apply to that specific assignment.

2.4 Nothing in these Conditions shall prejudice any condition or warranty express or implied or any legal remedy to which Catawiki may be entitled in relation to the Deliverables, the subject of an agreement by virtue of any statute, custom or any general law or local law or regulations.

2.5 Catawiki may amend these Conditions at any time. Catawiki will notify the Supplier thereof in writing. The Supplier shall confirm its acceptance of such amendments within 14 (fourteen) days of notification. Failure to provide written objection within this period shall be deemed acceptance of the amendment.

2.6 The applicability of Articles 6:89, 7:17 subsection 5, 7:23 and 7:407 subsection 1 of the Dutch Civil Code is excluded.

Article 3 Concluding of Agreements, Orders and Quotations

3.1 Agreements with a total contract value of more than €20,000 or a monthly contract value of more than €5,000 can only be concluded by means of a signed document.

3.2 Quotations from Supplier are unconditional, binding and irrevocable for the term contained therein or, if no term is included, for sixty days. Supplier will not charge for quotations unless agreed otherwise in writing.

3.3 Catawiki is entitled to withdraw Orders at any time without being obliged to compensate for any costs or damages. If Supplier has demonstrably performed activities or incurred expenses, Catawiki will reasonably reimburse these activities and/or expenses to the extent that they are in accordance with the Agreement.

3.4 The entering into an Agreement, or the placement of any Orders, does not give any warranty or indication of the placement of any (additional) Orders, unless agreed otherwise in a signed document.

Article 4 Performance of the Agreement

4.1 Supplier guarantees Delivery in the way, on the date and time and in accordance with the other specifications and instructions as agreed in the Agreement. As far as the Agreement does not contain any specifications or instructions, the Deliverables will be delivered in accordance with the highest possible standards that may be expected of a good contractor in the given situation. Supplier shall provide Catawiki best-of-market conditions and best-of-market pricing for all Deliverables throughout the term of the Agreement.

4.2 Supplier will inform Catawiki immediately in writing regarding facts and conditions that may cause untimely, incorrect or incomplete Delivery. Any delivery dates, times or terms are to be considered strict deadlines (“*fatale termijn*”).

4.3 To determine the intended use of the Deliverables by Catawiki, Supplier has informed itself properly of the purposes with which Catawiki enters into the Agreement and of the organization, location and IT environment of Catawiki, as far as relevant. Supplier declares that it has requested and obtained all required information from Catawiki for the Deliverables to be delivered. Supplier will check any materials or information it has received from Catawiki for correctness and completeness and thereby assumes any and all liability for the use therefore in the performance of the Agreement.

4.4 Only with prior written consent of Catawiki, Supplier may engage third parties for the performance of the Agreement. Supplier remains responsible for the correct and timely delivery of the Deliverables.

4.5 If Supplier initiates activities before an Agreement has been concluded, such is for Supplier’s own risk and account.

4.6 Catawiki may propose to alter the nature and/or extent of the Deliverables at any time, which proposals shall not unreasonably be refused by Supplier.

4.7 If, during the performance of the Agreement, the parties agree that the Agreement needs to be amended, such will not affect delivery times, prices and/or the quality of the Deliverables, unless agreed otherwise in writing.

Article 5 Goods

5.1 Delivery of Goods takes place Delivered Duty Paid (DDP, carriage paid, including rights), in accordance with the Incoterms (most recent version), unless agreed otherwise in a signed document.

5.2 Supplier is responsible for proper packaging and transport of Goods. Upon request of Catawiki, Supplier shall take back any packaging free of charge. Packing, transport and insurance during transportation take place for risk and account of Supplier. Transport shall also be understood to mean transmission of data by means of a data communication network.

5.3 At first request of Catawiki, Supplier shall store, preserve and protect Goods properly packed, separated, insured and identified. Catawiki will reimburse any reasonable and customary storage costs if prior approved in writing by Catawiki.

5.4 Goods shall be delivered in one go as much as possible, with bills of lading, manuals, spare parts, auxiliary materials and related documents and materials.

5.5 If the first inspection shows that the Goods are damaged and/or do not comply with the Agreement, Catawiki is not obliged to accept Delivery and Delivery will not be deemed to have taken place.

5.6 Ownership and risk of damage or loss of Goods shall pass to Catawiki at the moment of Delivery. If Catawiki returns Goods to Supplier, the risk shall pass to the Supplier the moment the Goods are placed in the hands of the carrier.

Article 6 Services

6.1 The Supplier guarantees to perform all elements of the Services in accordance with these Conditions and the Agreement.

6.2 The Supplier shall ensure that in providing the Services it shall at all times comply with all applicable legislation.

6.3 The Supplier warrants that it has the experience, skills and resources to perform the Services in accordance with the Agreement.

6.4 The Supplier warrants that the performance of the Services will not infringe the rights of any third party.

Article 7 Inspection and Acceptance

7.1 Catawiki reserves the right to independently test and inspect the Deliverable Deliverables before and after Delivery. If Catawiki determines that the Deliverables are not or will not conform to the Agreement, Supplier will take all reasonable measures to bring the Deliverables in conformity taking into account any instructions of Catawiki. If any Deliverables fail to meet the highest standards expected of a competent and professional supplier, Catawiki B.V. may reject them at Supplier's cost, demand corrective measures, or terminate the Agreement without liability.

7.2 If Catawiki has not notified the Supplier in writing within the agreed period after Delivery whether the Deliverables are accepted or not, Supplier must request Catawiki in writing to accept the Deliverables, after which Catawiki has a second period agreed in writing to communicate if Catawiki does or does not accept the Deliverables. If no periods are agreed, the periods shall be ten working days.

7.3 If Catawiki communicates that it does not accept the Deliverables, it will inform the Supplier of the reasons. Supplier shall replace or adapt to bring the Deliverables and redeliver them at its own cost, taking into consideration the comments of Catawiki, within five working days of the notification or within a period communicated by Catawiki. As from Delivery of the adapted Deliverables, a new period as stated in Article 7.2 shall commence. If Catawiki once again does not accept the Deliverables, it has the choice to go through the acceptance procedure again or to terminate the Agreement with immediate effect without thereby becoming liable to pay any damages or compensation.

7.4 Deliverables will be considered accepted by Catawiki if (i) Catawiki accepts the Deliverables expressly in writing or (ii) Catawiki has not communicated whether it accepts the Deliverables within the second period after the Supplier has made a request as mentioned in Article 7.2. Signing of bills of lading or other delivery notes or payment of Deliverables do not constitute acceptance.

Article 8 Guarantees

8.1 A warranty period of at least two years after acceptance applies to Goods, unless agreed otherwise in writing, and cannot be waived or shortened by Supplier. An agreed warranty period resets after any remedial work, repair, or replacement for the affected Deliverables. This warranty leaves the liability of the Supplier unaffected.

8.2 Supplier warrants that during the warranty period Deliverables are free of imperfections, including in the used materials and constructions. All faults and imperfections which occur during a warranty period, with the exception of those resulting from normal wear and tear or abnormal use, will, without prejudice to any rights of Catawiki to reimbursement of costs, damages and interest, be completely repaired by Supplier free of charge and at the earliest possible date after first notification of Catawiki. If Supplier within a reasonable period of time following such notification has not started the repair, Catawiki is authorized to perform or have performed the repair itself for the expense of Supplier. This does not affect the warranty obligations of the Supplier.

8.3 After the warranty period expires, Supplier shall repair the Deliverables against payment by Catawiki of reasonable compensation. The provisions of this Article shall apply equally to the results of any repair by Supplier.

8.4 Supplier guarantees that for a period of at least five years after acceptance of Goods, or another term agreed in writing, parts for Goods can be delivered.

8.5 Furthermore, Supplier warrants that:

8.5.1 Deliverables are of high quality;

8.5.2 Deliverables are suitable for the purpose for which they are intended, according to their nature or the content or nature of the Agreement;

8.5.3 Deliverables meet the agreed and other applicable specifications, drawings and technical information and applicable laws and regulations;

8.5.4 No further cooperation of Catawiki is needed for performance of the Agreement other than as agreed;

8.5.5 Deliverables include detailed user manuals and functional, management and technical documentation, which enables Catawiki to fully use and maintain and have used and maintained the Deliverables;

8.5.6 Deliverables are not subject to any right or claim of a third party, at the time of delivery the Deliverables belong to Supplier in full ownership, no reservation of title, limited right or garnishment rests on any Deliverables and the Deliverables are free of any charges and restrictions;

8.5.7 It has taken adequate measures to ensure as much as possible that the Deliverables are free of viruses and malicious or harmful software.

Article 9 Personnel, Materials and Buildings

9.1 Personnel engaged by Supplier shall meet the requirements determined by Catawiki, if any, and/or general requirements of professional competence and expertise. Catawiki has the right to request personnel involved in the performance of the Agreement for proof of identification.

9.2 Supplier is responsible and liable for fulfillment of any tax and/or social security related obligations arising from the Agreement. Supplier shall indemnify, defend and hold harmless Catawiki against any claims in that regard.

9.3 Supplier shall provide all materials and equipment to be used at its own risk and expense, unless agreed otherwise in writing. Supplier guarantees that the equipment Supplier uses is safe and does not contain any viruses or other malicious or harmful software.

9.4 As far as Services are provided in buildings or areas of Catawiki or buildings or areas in use by Catawiki, Supplier, its personnel and any third parties engaged by Supplier shall comply with the house rules and any instructions by or on behalf of Catawiki. Supplier must inform themselves of the circumstances on the site and in the buildings where activities will be carried out. Costs of delay in the implementation of the Agreement caused by circumstances as those referred to above will be for Supplier's risk and expense.

9.5 Supplier is only permitted to gain access to the IT-network of Catawiki with own (remote) equipment if Catawiki has granted prior written consent.

Article 10 Prices, Invoicing and Payment

10.1 Supplier will deliver the Deliverables for the fees agreed upon in the Agreement. Unless agreed otherwise in writing, travel time and costs are not reimbursed, all amounts are in euros and are inclusive of all expenses including transport, insurance and packing costs, costs of printing, typesetting or other tests, and inclusive of all tax and social security obligations. Agreed fees and remunerations are fixed, unless the Agreement describes how and under what circumstances adjustment takes place.

10.2 Catawiki shall only pay for Deliverables actually delivered. Supplier shall repay any pre-paid amounts upon termination or completion of the Agreement.

10.3 If activities are needed for correct Delivery that are not included in the Agreement but could or should have been foreseen by Supplier, Supplier shall reasonably perform these free of charge. Only additional work that is attributable to Catawiki is eligible for compensation. Additional work is only carried out by the Supplier if content and costs are agreed in writing. Additional work is carried out at the rates as agreed. As long as no rates for additional work are agreed, the Supplier will apply market-based rates.

10.4 If Supplier implements a price increase authorized on the basis of any legal provision, Catawiki is authorized to terminate the Agreement from the date on which the price increase takes effect, without thereby becoming liable to pay any damages or compensation.

10.5 Catawiki can never be held liable to pay any advances, to make any other advance payments or to furnish any security.

10.6 Supplier will provide monthly invoices unless otherwise agreed in writing. If it is agreed that payment takes place according to post-calculation, Supplier will add to the invoice a written and detailed specification as well as a timesheet with the number of hours and the dates of actual hours spent, a description of the work performed and any expenses. Approval of hours spent does not imply approval of the Deliverables.

10.7 Catawiki will pay invoices within sixty days after receipt of a correct invoice and acceptance of the Deliverables, unless Catawiki reasonably disputes the accuracy, amount or chargeability of the invoice. If Catawiki has already made payments prior to Acceptance, these are made under the resolute condition of non-acceptance of the Deliverables.

10.8 Catawiki will only owe interest after it has received proper notice of default and in spite of such has not fulfilled its payment obligations within a reasonable term.

10.9 Catawiki is entitled to offset amounts receivable from Supplier with amounts payable by Catawiki to Supplier at any time.

Article 11 IP Rights

11.1 All IP rights on any materials that are provided by Catawiki to Supplier rest with Catawiki or its licensors.

11.2 Unless agreed otherwise, Supplier hereby irrevocably assigns and transfers all IP rights on all Content and on all results of Services entirely to Catawiki, to the extent necessary by delivery in advance ("*levering bij voorbaat*") of all copyrights and copyright privileges on future works and with respect to future forms and modes of exploitation, including any rights that might otherwise be retained by Supplier or third parties. Supplier shall execute any additional documentation reasonably necessary to perfect such transfer. As far as delivery in advance is not possible or transfer has not validly been established for another reason, Supplier shall do (including to refrain) anything to establish a transfer of IP rights, including the signing of a further deed of transfer. Any pre-existing Supplier IP incorporated into the Content or the results of the Services shall be licensed to Catawiki B.V. on a royalty-free, perpetual, irrevocable, worldwide basis.

11.3 If no transfer of rights is agreed, Supplier grants Catawiki an irrevocable, perpetual, exclusive and worldwide license to use the Deliverables in the broadest sense of the word. Such includes the right to make (or have made) publicly available and to reproduce (or have reproduced) in publications or communication channels of Catawiki and in third party publications or communication channels, the right to edit, to save, and to store or have edited, saved and stored, to exploit or have exploited, for example by inclusion in external databases or by granting sub-licenses to third parties and to use for advertising and/or promotional purposes. Transfer of rights does not imply any limitation with regard to frequency, size or appearance.

11.4 Supplier warrants that it is entitled to transfer IP rights on (all parts of) the Content and the results of the Services, that the Deliverables and the use that Catawiki will make of them will not infringe IP rights of third parties and will not otherwise be unlawful towards third parties and that any use of the Deliverables by Catawiki will not be subject to payment of any fees to any third parties. Supplier indemnifies, defends and holds harmless Catawiki for all damages, costs and claims in any way related to the foregoing.

11.5 Supplier waives all rights referred to in Article 25 of the Dutch Copyright Act, to the extent permitted under that article, and of any similar rights on the basis of foreign law.

11.6 Supplier guarantees that its employees and any third parties engaged are obligated to transfer their IP rights to Supplier so that Supplier can meet its obligations under this Article and that they will sign a deed of transfer if necessary.

11.7 In the event of a claim by a third party relating to IP rights on the Deliverables, whether such claim is against Catawiki or against Supplier, it is for Catawiki to determine whether, and if so in what way, Catawiki and/or the Supplier will respond to this claim. Supplier hereby irrevocably and unconditionally authorizes Catawiki to conduct any judicial and extra-judicial proceedings in its name in the event of any infringement by third parties of the IP rights in the Deliverables.

11.8 Upon first request of Catawiki, Supplier shall grant any and all reasonable cooperation to take actions against third parties in order to defend and enforce the IP rights as well as to obtain new rights.

11.9 Supplier is not entitled to use or refer to Catawiki's name, logo, trademarks and/or publications or products, directly or indirectly, without prior written consent of Catawiki.

Article 12 Confidential Information

12.1 If and to the extent that information of a party comes to the attention of the other party, and this information is marked as confidential orally or in writing, or of which the receiving party reasonably should have to understand that it should be considered confidential, the receiving party will keep this information strictly confidential, use it only for the performance of the Agreement and limit access to that information to persons who have a need to know. The receiving party guarantees that these persons are required to maintain confidentiality by means of an employment and/or non-disclosure agreement.

12.2 Confidential information does not include information that was already public when it came to the attention of the receiving Party or subsequently became public outside the control of the receiving party, or that the receiving party has obtained from a third party without being subject to any obligation of confidentiality and without this third party being required to subject Supplier thereto. For the avoidance of doubt, Deliverables are never considered confidential information.

12.3 Supplier shall not make any statements towards third parties in a way that might cause damage to Catawiki in any way.

12.4 If a separate non-disclosure agreement has been or will be concluded between the parties, such an agreement takes precedence over this article.

12.5 Supplier forfeits an immediately payable penalty of €15,000 (fifteen thousand Euros) for each (total or partial) breach of this Article 12, which penalty or penalties cannot be mitigated. In the event of repeated or willful breaches of this Article 12, Catawiki shall be entitled to impose escalating penalties, increasing by 10% (ten percent) per subsequent violation, or, at its sole discretion, terminate the Agreement with immediate effect. In addition to any penalty issued for breach of this Article 12, Catawiki B.V. shall be entitled to seek immediate injunctive relief and claim damages, including lost profits, without prejudice to any other remedies available under law or contract.

12.6 Supplier shall not use any personal or non-personal data it has obtained from Catawiki to develop, train or enhance any algorithms or AI systems without prior written authorisation from Catawiki. Supplier shall also ensure no third parties under their control or responsibility will use Catawiki data for such purpose.

Article 13 Personal Data

13.1 If the Supplier processes personal data for the purpose of Delivery, this Article 13 applies and should be considered a data processing agreement, where it is assumed that Catawiki is the controller within the meaning of Article 28 of the General Data Protection Regulation (GDPR) and Supplier is the processor. Notwithstanding the foregoing, at first request of Catawiki, Supplier will conclude with Catawiki a separate data processing agreement appropriate for the situation concerned.

13.2 Supplier guarantees to act in accordance with the GDPR and any other applicable (national or European) data protection legislation, and to take appropriate technical and organizational measures to protect personal data against loss and any form of unlawful processing. These measures ensure, taking into account the state of the art and the cost of implementation, an appropriate level of security, given the risks involved with the processing and the nature of the data to be protected. These measures shall at least include:

- 13.2.1 Physical security and protection of equipment;
- 13.2.2 Developing and maintaining an information security policy;
- 13.2.3 Assigning persons responsible for security;
- 13.2.4 Applying access control (procedures to provide access to authorized employees to the information systems and -services);
- 13.2.5 Obliging workers to maintain the confidentiality of confidential information, including personal data.

13.3 At the first request of Catawiki, the Supplier will provide Catawiki insight into the measures taken.

13.4 Supplier shall only process personal data it has obtained from Catawiki in the context of the Agreement, as commissioned by Catawiki and for the benefit of Delivery. Without the express consent of Catawiki in a signed document, the Supplier will not use the personal data for its own purposes or for purposes of third parties.

13.5 Supplier will not transfer or make personal data accessible in or from a country outside the European Economic Area, except when prior consent has been given by Catawiki in a signed document and the conditions of Chapter V GDPR ensuring a proper level of protection are fully met.

13.6 Supplier shall oblige any third parties engaged in the performance of the Agreement to adhere to the provisions in this article and the applicable data protection legislation.

13.7 If a security incident occurs where personal data have been accessed by unauthorized persons, have been lost or have been processed unlawfully, or where it is suspected that this has been or may be the case, Supplier will report to Catawiki immediately and in any case within 24 (twenty-four) hours after discovery. Catawiki will be the first party to be informed. Supplier shall provide Catawiki with sufficient information which allows Catawiki to meet any obligations to report a data breach under the data protection laws.

13.8 Supplier shall provide such assistance as is reasonably requested by Catawiki to enable Catawiki to comply with any request coming from individuals as regards their personal data.

13.9 Supplier shall not use any personal or non-personal data it has obtained from Catawiki to develop, train or enhance any algorithms or AI systems without prior written authorisation from Catawiki. Supplier shall also ensure no third parties under their control or responsibility will use Catawiki data for such purpose.

13.10 Once the Agreement between Supplier and Catawiki ends, Supplier shall within 30 (thirty) days return or securely delete any Catawiki data provided under the Agreement. This shall include any Catawiki data used in or for AI systems.

Article 14 Liability and Indemnification

14.1 The Supplier shall be fully liable for and shall indemnify, defend, and hold harmless Catawiki, its directors, management, employees, representatives, and legal successors against any and all damages, claims, liabilities, losses, costs, and expenses (including but not limited to collection costs, legal commercial interest, loss of profit, forfeited fines, and reasonable legal fees) incurred by Catawiki arising out of or in connection with:

- (i) Any attributable failure by the Supplier to properly, timely, and completely perform its obligations under the Agreement or these Conditions;
- (ii) Any damages or costs resulting from defects in the Deliverables, including (alleged) violations of intellectual property rights therein;
- (iii) Any claims from third parties arising from the Supplier's acts, omissions, or the performance of the Agreement by its staff or engaged subcontractors;
- (iv) Any tortious act committed by the Supplier, its employees, or subcontractors that results in damages to Catawiki or third parties;
- (v) Any failure by the Supplier to comply with statutory and regulatory requirements, including but not limited to data protection, export control, consumer protection, and labor laws;
- (vi) Any claims from tax authorities and/or social security administration agencies, including penalties, interest, and administrative fines, related to the Supplier's provision of Deliverables;
- (vii) Any losses, damages, or expenses resulting from the Supplier's negligence, fraud, or willful misconduct, or that of its subcontractors or engaged third parties.

14.2 Supplier's indemnification obligations under this Article 14 shall apply regardless of whether such claims arise from contractual liability, tort, statutory violations, or any other legal grounds. Catawiki shall have the right to defend any claims covered by this indemnification at the Supplier's expense, or require the Supplier to assume control of such defense. The Supplier shall not settle any claim in a manner adverse to Catawiki's interests without Catawiki's prior written consent.

14.3 Supplier shall report any damages arising from the performance of the Agreement to Catawiki immediately but no later than 24 (twenty-four) hours after the event giving rise to the (possible) damages has occurred.

14.4 Any Indemnification for damages pursuant to this Clause 14.3 shall be in the form of full reimbursement without any reduction, cap or de minimis threshold.

14.5 Supplier indemnifies, defends and holds harmless Catawiki against all claims of third parties, including administrative fines, in relation to violations of applicable export regulations that are attributable to Supplier. If export provisions are applicable that Catawiki should adhere to, Supplier will timely notify Catawiki thereof.

14.6 Catawiki is not liable towards Supplier for any damages or costs that Supplier suffers or incurs. If Catawiki is considered liable nevertheless, its liability is limited as determined in the following paragraphs.

14.7 Liability of Catawiki will only arise if Catawiki has received a proper notice of default and has been given a reasonable period of time of at least thirty days to repair the shortcoming, and continues to fail to comply with its obligations after that period has expired.

14.8 The total liability of Catawiki will in all cases be limited to the amount that will actually be paid out for the specific event under Catawiki's insurance policy or, if no payment is made under the insurance policy, to a maximum amount equal to the amount that was paid to Supplier by Catawiki in the twelve months prior to the moment the damages occurred. The total aggregate liability of Catawiki shall however never be higher than €50,000 (fifty thousand euros).

14.9 Any further liability of Catawiki, including liability for consequential damages, is fully excluded. In this paragraph, consequential damages are meant to at least include lost profits, lost savings, delay damages, damages due to business stagnation and reduced goodwill in the company or the profession of the Supplier.

14.10 This article will not in any way limit the liability of Catawiki for damages resulting from gross negligence or willful misconduct of Catawiki itself ("own actions") and/or its management.

Article 15 Insurance

15.1 Supplier guarantees to be properly insured during the term of the Agreement with a reputable insurance company for any damages resulting from its liability to Catawiki, including, if applicable, with proper product, professional and commercial liability insurance policies. Supplier shall inform Catawiki without delay regarding any (expected) changes in its insurance coverage or insurance policy that may be relevant to Catawiki. At first request of Catawiki, Supplier shall provide Catawiki with copies of its insurance policies as well as proof of premium payments.

15.2 Any payment to Catawiki on the basis of the insurance policy of Supplier shall be without prejudice to any right to compensation of Catawiki, insofar damages exceed the amount paid out under the insurance policy.

Article 16 Force Majeure

16.1 If Supplier is prevented from performing its obligations towards Catawiki as a result of a force majeure situation, Catawiki will only be required to pay for Deliverables which have already been completely delivered up to that moment, unless Catawiki can not reasonably benefit therefrom due to the partial performance of the Agreement, in which case Catawiki is not obliged to make any payment at all. Force majeure shall only entail external, unforeseen circumstances insofar as the effects cannot reasonably be avoided Supplier. The following situations are not considered as force majeure: lack of staff, economic conditions, price fluctuations, illness of staff, strikes, late delivery or unsuitable materials, transport problems, shortcomings on the side of third parties or suppliers of Supplier and/or failure to secure required licenses or permits. Supplier shall immediately inform Catawiki in writing if a force majeure situation occurs or is likely to occur.

16.2 The Supplier shall take all reasonable measures to mitigate the effects of any force majeure event.

16.3 If the force majeure situation continues for a period of twenty consecutive days, or if it can reasonably be expected that this will be the case, Catawiki is entitled to terminate the Agreement in writing with immediate effect, without notice of default being required and without thereby becoming liable to pay any fees or compensations, while preserving claims for pre-performance losses incurred.

Article 17 Default and Rescission

17.1 If Supplier (if required: after a written notice of default in which a reasonable period of time is given to repair its shortcomings, whereby a period of fourteen days is considered as reasonable in any case) is in default to completely, correctly and/or timely perform one or more of its obligations, Catawiki is entitled, without prejudice to other rights and at its own discretion (i) to suspend (further) performance of the Agreement until Supplier fully complies with its obligations, (ii) to take actions itself including the procurement of replacement Deliverables from third parties at the cost and expense of Supplier or (iii) to completely or partially rescind the Agreement in writing with immediate effect.

17.2 All extrajudicial and judicial costs of Catawiki as a result of a failure to comply by Supplier, including costs for legal assistance, shall be borne by Supplier and Supplier shall indemnify, defend and hold harmless Catawiki for such costs.

17.3 Supplier is not entitled to rescind the Agreement partially. Supplier does not have any rights of suspension, set-off, retention (of title) or reclamation.

Article 18 Term and (early) Termination

18.1 The term of the Agreement is agreed in the Agreement. If no specific term is agreed, the Agreement ends automatically upon completion thereof.

18.2 Catawiki is entitled to terminate the Agreement with immediate effect as long as Supplier has not yet started to perform the Agreement, provided that Catawiki will reimburse the reasonable costs of any preparations made by Supplier, insofar as such have been made in accordance with the Agreement.

18.3 Catawiki may terminate the Agreement without cause at any time subject to a reasonable notice period (whereby a period of one month is considered reasonable in any case), without thereby becoming liable to pay any damages or compensation to Supplier.

18.4 Supplier is only entitled to terminate without cause Agreements that are concluded for an indefinite period of time, in which case Supplier shall observe a reasonable notice period.

18.5 Upon termination of an Agreement Supplier will deliver all outstanding Orders completely in accordance with the provisions of the Agreement, unless Catawiki instructs Supplier otherwise within fourteen days after termination.

18.6 Without prejudice to any statutory rights of Catawiki, Catawiki is entitled, without a written notice or intervention of a court being required and without Catawiki becoming liable to pay any damages or compensation to the Supplier, to rescind or otherwise terminate the Agreement, in whole or in part, in writing with immediate effect, if (i) Supplier requests suspension of payments or is declared bankrupt or other liquidity problems occur, (ii) if Catawiki has reasonable grounds to suspect that these situations will occur or that circumstances have arisen which could lead to the situations referred to, (iii) a creditor of Supplier takes possession or takes some other comparable measure with respect of the assets of Supplier or a substantial part thereof, (iv) a court order prohibits Catawiki to give effect to the Agreement or (v) the business of Supplier is transferred in whole or in part to, or merged with, a third party.

18.7 Upon termination of the Agreement for any reason whatsoever, Supplier shall, without delay, provide all Goods and other materials that Supplier holds for Catawiki, to Catawiki or to a third party designated by Catawiki, in accordance with the instructions provided by Catawiki.

18.8 Upon termination of the Agreement for any reason whatsoever, Supplier shall provide all necessary cooperation to Catawiki to ensure the continuity of its business and to ensure a quick and careful transfer of Supplier's services to a third party.

18.9 Termination of the Agreement for any reason whatsoever does not affect Catawiki's IP rights or any rights granted to Catawiki on the basis of 0.

18.10 If Catawiki has received any Deliverables at the time of rescission of the Agreement, these Deliverables and the fees paid for them by Catawiki will not be subject to any obligation to undo.

18.11 Provisions that by their nature, are intended to survive termination of the Agreement will remain in force between Parties. The following Articles will in any case remain in force after termination: Article 8, Article 11, Article 12, Article 13, Article 14, Article 19.1 and 19.2, Article 24, Article 25 and Article 26.

Article 19 Miscellaneous

19.1 Dutch law applies to the Agreement and to these Conditions.

19.2 All disputes arising out of or in connection with the Agreement shall be exclusively submitted to the competent court in the District of Amsterdam.

19.3 In case one or more provisions of the Agreement are null or declared void, the other provisions will continue in full force and effect. Parties will enter

into discussions to substitute a null or void provision by a provision that meets as much as possible the goal and intent of the null or void provision.

19.4 Waiver of rights is only possible by means of an express declaration issued in writing.

19.5 Catawiki is entitled to transfer its rights and obligations under the Agreement in whole or in part (i) to companies affiliated with Catawiki in a group, (ii) to third parties together with the business of Catawiki and (iii) in the case of a merger.

19.6 Electronic communications sent by Catawiki shall be considered to have been received on the day of dispatch, unless Supplier proves the contrary.

19.7 Catawiki and Supplier are independent Parties who are not authorized to represent each other, to perform legal acts for each other, to mediate or enter into agreements on behalf of each other or to provide warranties or make commitments on behalf of each other. There is no relationship of authority between Catawiki and Supplier other than as between a principal and supplier within the meaning of article 7:400 of the Dutch Civil Code.

19.8 In case Supplier is a freelancer, parties wish to contract only with each other on the basis of an agreement as referred to in Article 7: 400 of the Dutch Civil Code. The parties declare that they do not intend to conclude an employment agreement in the meaning of Article 7:610 of the Dutch Civil Code. At first request of Catawiki, freelance Supplier shall conclude a model freelance contract as approved by the Dutch tax office.

19.9 The applicability of the Vienna Sales Convention (CISG) is expressly excluded.

Chapter 2 IT Services

Article 20 General and Additional definitions for IT Services

20.1 Without prejudice to the applicability of the General Provisions in Chapter 1, the provisions of this Chapter 2 apply if the Supplier shall deliver Software or IT Services.

20.2 The following terms are defined as follows:

Custom Software: computer software to be developed by Supplier for Catawiki, including any updates, upgrades and/or additions and including any additions to Standard Software, including accompanying documentation, materials, object codes and source codes, as further described in the Agreement.

Equipment Hardware: the Equipment and/or hardware to be delivered by Supplier, including any possible associated system software, documentation and materials, on which or in relation to which the Software should operate.

SaaS: computer software to be made available by Supplier to Catawiki remotely via an electronic communications network.

Software: all computer software, whether Custom Software, SaaS or Standard Software, to be delivered by Supplier to Catawiki under the Agreement, including any new or improved versions.

Standard Software: computer software to be delivered by Supplier to Catawiki which is not specifically developed for Catawiki, including associated documentation and materials, as further described in the Agreement

Article 21 Standard Software

21.1 Prior to the conclusion of an Agreement for use of Standard Software, Supplier will provide information to Catawiki on any discrepancies in the functioning of the Standard Software in relation to the specifications desired by Catawiki.

21.2 Catawiki is entitled to make back-up copies of the Standard Software (including the associated documentation) and repair or have repaired any defects.

21.3 If the equipment on which the Standard Software will be installed becomes unusable for any reason, Catawiki is entitled to install and use the Standard Software on replacement equipment without thereby being obliged to pay any additional fees, no matter where this equipment has been set up. Supplier indemnifies, defends and holds harmless Catawiki for any claims by any third parties related to the foregoing.

21.4 Without prejudice to any rights granted to Catawiki, the IP rights with respect of the Standard Software shall remain with Supplier or its licensors. With regard to Standard Software, Supplier grants to Catawiki the irrevocable, non-exclusive right to use the Standard Software for an indefinite period of time, unless agreed otherwise in writing. Any third-party license terms and any limitations to Catawiki's rights to use the software shall be communicated by Supplier prior to concluding the Agreement. The ownership of any data carrier(s) on which the Standard Software is delivered to Catawiki, is transferred to Catawiki.

Article 22 SaaS

22.1 Without prejudice to any rights granted to Catawiki, the IP rights with respect of the SaaS shall remain with Supplier or its licensors. With regard to Standard Software, Supplier grants to Catawiki the irrevocable, non-exclusive right to use the SaaS for an indefinite period of time, unless agreed otherwise in writing.

22.2 Supplier shall ensure the availability and usability of the SaaS in accordance with service levels to be agreed between the parties.

22.3 Supplier will enable Catawiki to download, save and backup all data of Catawiki from the SaaS through the interface of Supplier, in a (digital) format to be determined by Catawiki. In addition, Supplier itself ensures that back-ups of all data of Catawiki are made with an interval as will be agreed between the parties. If no interval has been agreed, backups of all data will be made at least once a day. Supplier will store the backups carefully at a different location and through a different hosting partner than where the operational data of Catawiki are stored.

22.4 Supplier may only take the SaaS down for maintenance if such is agreed in the Agreement, only during periods agreed with Catawiki and only after prior consultation with and consent of Catawiki.

22.5 Catawiki does not have the right to modify the SaaS or to install the SaaS on any other equipment, unless Catawiki obtains the source code on the basis of Article 26.

Article 23 Custom Software

23.1 The development of Custom Software requires a separate Agreement to be concluded between the parties in which at least the following is governed: technical specifications, functional specifications, a development plan, the (interim) delivery date(s), installation and implementation date(s), development and/or implementation phases and (interim) system and acceptance tests.

23.2 All IP rights to the Custom Software, including source- and object codes and including documentation and materials, will be transferred by Supplier to Catawiki in accordance with Article 10 of these Conditions. If parties have agreed not to transfer any IP rights, Supplier grants Catawiki a perpetual, irrevocable, exclusive, sublicensable and transferable right to use the Custom Software, including all new and improved versions, in the broadest sense of the word. This includes at least the right to use all applicable features of the Custom Software, to make copies of the Custom Software, to provide sublicenses, to modify or have modified the Custom Software, to adequately maintain the Custom Software and to give third parties access to the Custom Software for the foregoing purposes. If necessary for such purposes, the Supplier will provide source codes to Catawiki.

23.3 If Supplier wishes to use open source software or third party software in the Custom Software, it shall indicate such to Catawiki prior to conclusion of the Agreement.

Article 24 Delivery, Installation and Documentation

24.1 Delivery of Equipment and/or Software includes installing, implementing and transferring the Equipment and/or Software, including conversion of existing data files. If Supplier on the basis of his expertise, the Agreement and/or the Order should have known that adjustments are necessary to the Equipment, to the equipment of Catawiki or to other software, for installation and implementation of the Software, Supplier shall make, provide and deliver such adjustments at its own risk and expense, in close consultation with Catawiki.

24.2 If (web) applications, (web) services and/or infrastructure of Supplier shall be used for development and/or delivery of Software, Catawiki has the right to (have) perform(ed) reasonable and usual security tests. Supplier will provide all reasonable cooperation to this at first request.

24.3 When working on or with (computer) systems of Catawiki, Supplier shall ensure the security of data and information stored thereon, in such a way that loss and/or damage thereof is avoided.

24.4 Supplier shall ensure that the documentation is replaced or adjusted as soon as possible and at the expense of Supplier at first request of Catawiki if at any time it appears that the documentation contains incorrect, incomplete, unclear or outdated information.

24.5 Unless agreed otherwise in writing, the documentation associated with the Software and/or Equipment is always in the Dutch or English language.

Article 25 Guarantees

25.1 In addition to Article 7 of these Conditions, Supplier guarantees that:

25.2 the Software and Equipment shall meet and continue to meet the specifications, functions and properties as agreed in the Agreement and as can reasonably have been expected by Catawiki for a period of one year after Delivery;

25.3 the Software is compatible with the software, equipment, systems and networks of Catawiki;

25.4 the Software is and will be properly protected through updates and patches;

25.5 the Software and Equipment are manufactured efficiently, properly and coherently and operate as such;

25.6 the source code(s) and object code(s) are of such a quality that they enable Catawiki to (have) maintain(ed) the delivered Software;

25.7 Supplier will keep Catawiki informed in writing of all changes applied to any systems of Catawiki of any kind whatsoever.

Article 26 Maintenance and Support

26.1 At first request of Catawiki, Supplier will enter in maintenance agreements for at least three years after Delivery for the Software for preventive, corrective, adaptive and/or innovative maintenance, as well as in support agreements for adequate support on the Software. These agreements are to be regarded as Agreements within the meaning of these Conditions.

26.2 As part of preventive maintenance, Supplier will test the Software regularly but at least once a year on proper operation. As part of innovative maintenance, Supplier will adjust, improve and/or complement the functionality of the Equipment and Software, in relation to new (legal) requirements and/or technological developments and insights. For the application of functional changes, prior written consent of Catawiki is required. As part of corrective maintenance, Catawiki will set deadlines in the maintenance agreements within which defects in the Software and/or Equipment should be fixed. If no deadlines have been determined, Supplier will start corrective maintenance within four hours of notification of a defect by Catawiki whereby Supplier will do everything possible to fix the defect as soon as possible. Any reaction and recovery terms agreed in the (maintenance and/or support) Agreement(s) are considered statutory limits ("*fatale termijnen*").

26.3 If Catawiki performs maintenance itself or has maintenance performed by third parties, Supplier will provide support at first request against the agreed fees, or, if no fees have been agreed, against market-based fees.

Article 27 Escrow

27.1 At first request of Catawiki, Supplier will immediately give the Software, including the source code, in escrow at an independent third party. Parties can make further arrangements regarding the escrow agreement. The escrow shall at least contain all information which Catawiki needs to be able to independently recover the Software and data contained therein, resolve errors and perform maintenance and management of the Software so that Catawiki can continue to use the Software without limitations or delay, including all documentation. Supplier shall ensure that the most recent version(s) of the Software is always in escrow at the third party.

27.2 All that is given in escrow will be made available to Catawiki immediately and without further conditions by the third party at request of Catawiki in the situation that:

- (a) Supplier ceases its activities with regard to the Software;
- (b) Supplier requests suspension of payments or is declared bankrupt or other liquidity problems occur or if Catawiki has reasonable grounds to suspect that these situations will occur or that circumstances have arisen which could lead to the situations referred to; or
- (c) Supplier does not comply with an obligation to Catawiki with regard to the Software.

27.3 Supplier shall ensure that any required escrow deposits are updated and verified at least quarterly. If Supplier fails to update the escrow within 30 (thirty) days of the end of each quarter, Catawiki B.V. reserves the right to take remedial actions, including but not limited to withholding payments, suspending obligations, or terminating the Agreement with immediate effect.

27.4 The source codes made available on the basis of the previous paragraphs of this Article can only be used by Catawiki for the intended use under the Agreement.