

# VONQ Partnership Terms and Conditions

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## **1. Definitions:**

The following terms, in as far as they that they are capitalized, have the stated meaning in these Partnership Terms and Conditions:

### **1.1 Agreement**

The terms and arrangements, recorded in a written or digital document(s) based on which VONQ and Partner have agreed to establish a business relationship in order to collaborate commercially and of which these Partnership Terms and Conditions form an integral part.

### **1.2 Campaign Performance and Reporting**

One of the Services of VONQ, delivered via SaaS, which allows End-Customers to obtain insights into their Recruitment Marketing Campaigns, Campaign Performance and Reporting as a Service

### **1.3 Content**

All information including Vacancy Data provided by End-Customers and used in relation to any VONQ Services and meant for publication on Partner's Platform.

### **1.4 Confidential Information**

Means any information or material disclosed to by a Party ('Disclosing Party') to the other Party ('Receiving Party') in any form relating to ongoing and potential Product(s) and/or Service(s) in the course of the Agreement, which is or should be reasonably understood to be confidential.

### **1.5 End-Customer(s)**

Refers to any VONQ customer and can include any juristic or natural person who have entered into an agreement with VONQ in order to utilize and gain access to VONQ Services. End-Customers include but are not limited to direct customers using VONQ's Job Marketing Platform and ATS customers where VONQ offers its portfolio of products within such third party systems. 'End-Customer' includes the natural person who acts as a representative of the relevant End-Customer and thereby accesses the Services of VONQ and thereby causes their Content to be published to the Product of Partner pursuant to this partnership.

### **1.6 Effective Date**

Unless agreed to otherwise in writing, the Effective Date shall be the date designated as the Effective Date in the Agreement or, where no such specific date is indicated, the date on which the Agreement is signed by both Parties.

### **1.7 Force Majeure**

Every circumstance beyond VONQ or Partner's control, as a result of which the fulfillment of its obligations towards VONQ, Partner or End-Customers are fully or partially impeded, or as a result of which the fulfillment of such obligations cannot reasonably be required, regardless of whether that circumstance was foreseeable at the time of entering into the Agreement. These circumstances include but are not

limited in any case to government-imposed obligations that have consequences for the provision of the Service, failures in systems that form part of the internet, malfunctions in the telecommunication infrastructure and cuts in electricity supply.

## **1.8 Partnership Terms and Conditions**

These terms and conditions of VONQ applicable between VONQ and any of its Partners.

## **1.9 Parties**

Refers to both VONQ and Partner who have entered into an Agreement.

## **1.10 Partner**

Refers to any juristic or natural person who has entered into an Agreement with VONQ to establish a business relationship in order to collaborate commercially or supply VONQ or its End-Customers with certain products or services as set out in more detail in the Agreement.

## **1.11 Platform**

Refers to a digital service that facilitates interactions between users and Partner who interact through the service via the Internet and where the Content of End-Customers are to be published such as but not limited to job portals, job boards, search engines, social media, channels and/or media providers on which the Content of End-Customer(s) are placed by VONQ or Partner on behalf of such End-Customer(s).

## **1.12 Product**

Means the product(s) and or service(s) offered by Partner including but not limited to job boards owned or maintained by Partner, and which constitutes the subject of VONQ and Partner's collaboration.

## **1.13 Purchase Order Number (PO Number)**

The unique number which accompanies every set of Vacancy Data provided to Partner.

## **1.14 Online Services**

The Software and the websites of VONQ located at vonq.nl, vonq.com, platform.vonq.com, vonq.de, heeft-vacatures.nl, has-jobs.com, has-jobs.co.uk, hat-stellen.de and heeft-jobs.be as well as all other websites of VONQ that can be reached under the aforementioned domain names.

## **1.15 Service(s)**

Any service(s) to be provided by VONQ, either directly or through the Online Services or in collaboration with Partner. The Service(s) of VONQ include but are not limited to VONQ Job Post, VONQ Job Marketing, VONQ Recruitment Marketing, VONQ HAPI, Recruitment Marketing Campaigns, writing Job Descriptions and/or designing (HTML) for Recruitment Marketing Campaigns, conducting Campaign Performance and Reporting and/or providing access to the Online Services, employer branding, targeted group campaigns, programmatic, social media and search engine advertisement. Services also include any applicable add-ons associated with VONQ Services.

### **1.16 Software**

The job distribution software and technology used by VONQ, located at the Online Services, which offers End-Customers the ability to request Services from VONQ.

### **1.17 Recruitment Marketing Campaign**

One or various Job Postings or Publications on Partner's Platform or associated with VONQ Services.

### **1.18 Third Party or Third Parties**

Non-affiliated parties that are not engaged by VONQ or Partner and in no other way have been requested by VONQ or Partner to perform Services or engage in the Services of VONQ for End-Customers.

### **1.19 VONQ**

Refers to VONQ Group B.V.; VONQ B.V.; VONQ GmbH; VONQ Ltd.; VONQ Inc or any affiliates and subsidiaries of the aforementioned entities.

## **2. Agreement**

- 2.1. These Partnership Terms and Conditions apply to every Agreement or other legal relationship between VONQ and Partner. Any variations on the Partnership Terms and Conditions or terms and conditions of Partner will only apply if VONQ has expressly confirmed them in writing. The applicability of (Partnership) terms and conditions of Partner is hereby explicitly rejected unless otherwise agreed to in writing.
- 2.2. VONQ may, under the Agreement, offer the Products sold by the Partner, including but not limited to job boards owned or maintained by Partner and sell them to VONQ's End-Customers.
- 2.3. Any Agreement between VONQ and Partner shall only be valid to the extent that it has been reduced to writing and accepted by both Parties. Oral agreements are therefore expressly excluded unless confirmed in writing.
- 2.4. In as far as they are applicable to the Agreement between VONQ and Partner, all descriptions and specifications of the Service(s) of the Software, Online Services, in advertisements, brochures, etc. serve as an approximate representation. VONQ cannot warrant the correctness and accuracy of these representations. VONQ is entitled to make changes to the Service(s) to be provided, in order to improve the Service(s) or to comply with any statutory rule, at any time, without prior notice to Partner.
- 2.5. In all cases in which the Agreement with Partner ends, these Partnership Terms and Conditions will continue to govern the relationship between the Parties, insofar as this is necessary for the finalization thereof, or insofar as this follows from the nature of the clause concerned.

### **3. Term and Termination**

- 3.1 The term of the Agreement is further specified by the Parties. Where no term has been specified, the Agreement between Partner and VONQ lasts for a duration of 1 (one) calendar year from the relevant Effective Date. Thereafter, the Agreement shall automatically renew for consecutive one (1) year terms.
- 3.2 In case of breach of contract, each of the Parties will only be entitled to terminate the Agreement if the other party, after receiving a proper and sufficiently substantiated written notice of default that sets a reasonable period for remedying the breach of at least 1 (one) calendar month, and after the expiration of the aforesaid remedial period, remains in imputable breach of performance of the obligations under the Agreement.
- 3.3 VONQ may fully or partially terminate the Agreement with immediate effect, without any notice of default or judicial intervention necessary, if Partner is granted a provisional or final moratorium on the payment of debts, if a petition is made for the bankruptcy of Partner or if Partner's business is liquidated or discontinued other than for the purpose of restructuring or merging companies. VONQ will never be liable to pay compensation on account of this termination.
- 3.4 Each party may terminate this Agreement at any time for convenience by providing ninety (90) calendar days' prior written notice ('Termination Notice') to the other party. A Termination Notice by Partner shall be sent to [procurement@vonq.com](mailto:procurement@vonq.com).

### **4. Partner's Rights and Obligations**

- 4.1. VONQ is entitled to publish on behalf of all of its End-Customers and Partner guarantees that applicants may only apply via a URL provided by VONQ. In relation to the specific vacancy published, Partner hereby agrees not to contact or communicate with the End-Customer regarding the Product or respond requests of an End-Customer as the Partner regards VONQ as the first line of contact with the End-Customer.
- 4.2. Partner shall not change any of the provided information, content or formatting, including but not limited to the job title and vacancy text, provided by VONQ before posting or while the vacancy is online but may make non-material adjustments such as for example font sizes or as may be required by applicable law and only in as far as is necessary for the proper display and publication of the relevant vacancy or as needed to comply with the relevant law.
- 4.3. Partner shall provide a confirmation to VONQ, as soon as the vacancy has been posted live, either manually via a webform provided by VONQ or automatically such as via an appropriate API, including a direct link to the vacancy on Partner's job board or website.
- 4.4. Partner acknowledges that it is responsible to provide all necessary legal information, such as but not limited to privacy and/or cookie policies, imprints and further legal notices applicable to its Platform or Product. VONQ is under no circumstances responsible or liable for the contents of or requirements for such notices unless explicitly agreed upon otherwise in prior and in writing.

- 4.5. Where applicable, VONQ provides the Services on behalf of End-Customer(s) and/or End-Customers in collaboration with Partner. End-Customer(s) are responsible for their Content which End-Customer(s) provide to VONQ and/or Partner and is posted on Partner's Platform or Product. VONQ acknowledges that it has made such End-Customer(s) aware of their responsibility towards their own Content. In the event that any claims arise associated with Content published on Partner's Product the Parties agree that they shall indemnify each other against such claims and that they shall reasonably cooperate in holding the relevant End-Customer responsible for their own Content. Partner is entitled to not publish Content or take down Content which is prohibited by law in order to protect the interests of both Parties.
- 4.6. Partner hereby agrees, in case VONQ sells its Product to the End-Customer, the vacancy will be published with the name, logo, and the contact details of the End-Customer. In the context of publishing the End-Customer's vacancy, VONQ's name, logo and contact details shall not be published.
- 4.7. Partner will ensure that all vacancies sent by VONQ will be published and made available online within twenty-four (24) hours of VONQ making the vacancy information available to Partner via API, XML feed, or email.
- 4.8. Partner will ensure that all vacancies sent by VONQ will be removed and made unavailable online within twenty-four (24) hours of VONQ requesting the vacancies to be removed via API, XML feed, or email.
- 4.9. Partner must refrain from conduct that is contrary to the Partnership Terms and Conditions and/or relevant laws and/or regulations and act and behave with the care of a proper businessman. Partner must refrain from obstructing and/or causing damage – whether or not during the use of the Product, Service(s), Software or Online Services – to VONQ, Third Parties or End-Customers.
- 4.10. The Parties shall provide each other with all important and up-to-date information, including but not limited to logos or other branding material, to ensure both Parties can fulfil their obligations as described in this Agreement.
- 4.11. Partner is not permitted to, in any way, reverse engineer any codes, separate or full functionality or any techniques of the like, or have such reverse engineered by any other party or person or conduct any activity that results in the unlawful copying or viewing information and know-how that belongs to VONQ.
- 4.12. Partner will use commercially reasonable efforts to ensure good performance of its Product. For the purposes of the Agreement, good performance refers to performance which is, at minimum, comparable to past performance and/or comparable to other similar partners VONQ works with. Should Partner's performance not adhere to these expectations, Parties will collaborate to improve the performance of these Products.
- 4.13. Where Partner sells the Product(s) as an intermediary or agent on behalf a third party who is the owner of such Product(s), Partner guarantees and warrants that it holds all necessary legal rights to offer and sell such Product(s) to VONQ and further indemnifies VONQ against any claims from such third party due to any alleged infringements of such third party's property rights in relation to such Product(s) caused by a violation or alleged violation of this clause.

## **5. Security**

- 5.1. If VONQ and Partner communicate with the aid of electronic means, such as email and other forms of data traffic, both Parties must arrange standard virus protection and appropriate safeguards for the protection of personal data. VONQ will not be liable for any damage resulting from the transmission of viruses and/or other irregularities in the electronic communication, and for not receiving or the impaired receipt of messages insofar as such transmissions, irregularities, or for not receiving or the impaired receipt of messages are caused or partially caused by Partner's lack of appropriate safeguards.
- 5.2. Partner must secure its own computer systems and networks to allow VONQ to perform its Services in a secure and reliable manner.
- 5.3. Partner is not permitted to investigate, scan, test the vulnerability of the Service(s), or to infringe any security or authentication measures implemented by VONQ or use any deep-link, page-scrape, robot, spider or any other automatic or automated instrument, program, algorithm or methodology or any other similar or equal manual process to gain access to any part of the Service(s) or its contents or to acquire, copy and/or store or reproduce such content in any way whatsoever, or to circumnavigate the navigation structure or presentation of the Service(s) or Online Services in order to obtain information, including but not limited to personal data or information on other users of the Service(s) or Software or any of VONQ's clients that is not deliberately and easily made available through the Service(s), Software or Online Services.

## **6. Price and payment**

- 6.1. Partner will invoice VONQ each month within three (3) business days from the end of the applicable month. VONQ shall not be responsible for payment of any amounts invoiced more than thirty (30) days after the end of the applicable month. VONQ will pay Partner all undisputed amounts within thirty (30) days of receipt of each invoice. Invoicing and payment will be made in Euros. Parties may at any point mutually agree to use a different currency, in which case the invoicing must be made in that currency and reflect the initially agreed-on amounts.
- 6.2. The invoice shall be based on records maintained by the Partner. Partner shall invoice VONQ an amount equal to the number of job postings for a given Service multiplied by the purchase price for the corresponding Service ("VONQ Price"), as listed in Annex 1 of the Agreement.
- 6.3. In the event of a discrepancy of more than 3% between Partner's records and VONQ's records for a given month, the Parties will work together in good faith to resolve such a discrepancy. In such a situation, payment of the respective invoice will be postponed until a mutually agreeable solution has been found.
- 6.4. VONQ will include a unique Purchase Order Number ("PO Number") with every vacancy provided to Partner. VONQ has the right to reject the invoice and refuse payment in case Partner did not provide the PO Numbers on its invoice or if Partner did not send a corrected invoice with PO Numbers within a reasonable timeframe

- 6.5. The invoice shall specify, at a minimum, the date, the PO number, the End-Customer name and job title of each purchase, the total number of purchases of each Product and total amount to be paid by VONQ, as outlined in 6.2.
- 6.6. Partner's invoices must be sent, in PDF format, to: [invoices@vonq.com](mailto:invoices@vonq.com), which is a no-reply automated mail box, in the Dutch, English or German language. In the event that Partner has any financial queries such queries can be directed to [finance@vonq.com](mailto:finance@vonq.com).

## **7. Availability, Maintenance and Changes**

- 7.1. Both Parties endeavour to sustain a twenty-four (24) hours availability to the Product and/or Service. The Parties shall further strive to update the Product and/or Service daily to ensure that the Content is valid and accurate when the End-Customer submits their Content and/or the Content is interacted with on the Platform.
- 7.2. VONQ reserves the right to make changes to the API or XML feed, in which case it shall communicate this to Partner at least sixty (60) days prior to those changes taking effect.
- 7.3. Technical changes or changes to the Product by Partner, including but not limited to API updates, shall be communicated to VONQ sixty (60) days prior to those taking effect and will only be implemented upon written approval by VONQ. In case Partner has failed to inform VONQ within the set time frame or the changes have not been approved by VONQ, VONQ will be reimbursed in full for order(s) placed on behalf of its End-Customers where Partner is unable to deliver them in accordance with this Agreement. Such reimbursement shall be limited to the Product price.
- 7.4. Partner shall inform VONQ regularly and sufficiently of any changes concerning its Product and/or other changes that impact the cooperation between VONQ and Partner as described in this Agreement.
- 7.5. VONQ is entitled to temporarily deactivate the Service(s), without being liable to compensate Partner, in order to eliminate a fault or to conduct necessary maintenance
- 7.6. VONQ reserves the right to make alterations to the Service(s) or to the access to the Service(s) if this is recommended for the functioning of the Service(s). If such alterations directly affect the material interests of Partner, VONQ will inform Partner of the alterations as soon as possible.

## **8. Liability and Indemnities**

- 8.1. Partner acknowledges and agrees that VONQ is not liable for any loss or damage that may be incurred by Partner as a result of any act or omission by End-Customer.
- 8.2. VONQ will use its best and reasonable commercial efforts to ensure that the Services functionality necessary for the Service(s) is and stays fully operational. VONQ, however, cannot guarantee that such functionality will be free from delays, interruptions or errors. VONQ cannot give representations or warranties, express or



implied, in relation to the accuracy or completeness of information provided through the Service(s), Software or Online Services.

- 8.3. VONQ shall not be liable for any loss or damage of any kind that may arise from the unauthorized use of the Services and the use of any information contained within it. Furthermore, VONQ cannot be held liable for any Third Party information that is linked or otherwise referred to on the system and that is not maintained and controlled by VONQ.
- 8.4. The Service(s) may include (hyper)links and other references to Third Party files, websites and locations. VONQ has not verified the content of such files, websites and locations and therefore only offers its End-Customers the possibility to get further information. A reference to any Third Party information cannot be considered any recommendation for such information, neither explicit nor implied. VONQ can therefore not give any guarantee for the accessibility or content of such Third Party files, websites or locations and cannot accept any liability for the operation of such files, websites or locations, nor for any damage, whether direct or indirect, resulting from accessing such files, websites or locations. The sole fact that VONQ has included a reference to any Third Party website does not imply that its contents are endorsed by VONQ.
- 8.5. VONQ takes precautions to protect all data processed under the Agreement or in relation to the relevant Service(s), but will not accept any liability for any resulting misuse of such data in case of infiltration of its Online Services or systems by unauthorized Third Parties, except when such infiltration is the result of demonstrable non-compliance by VONQ with its statutory and/or contractual obligations with respect to personal data protection.
- 8.6. Parties' total liability for an imputable breach in the performance of the Agreement is limited to compensation of direct damages.
- 8.7. Direct damage exclusively means:
  - 8.7.1. reasonable costs that a Party would have to incur in order to make the other party performance conform to the Agreement. However, this damage will not be compensated if Partner has terminated the Agreement;
  - 8.7.2. reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these Partnership Terms and Conditions.
- 8.8. Parties' liability for an imputable breach in the performance of an Agreement (contractual liability) only arises if it has immediately and duly been given a written notice of default, a reasonable period for remedying the breach has been stated and it remains in imputable breach of its obligations even after that period. The notice of default must contain the most detailed possible description of the breach, so as to enable the other party to respond adequately.
- 8.9. Parties do not accept any contractual or other liability for indirect damage, including consequential damage, lost profits, lost savings and loss due to business interruption.
- 8.10. Parties do not accept any liability for damages caused by an intentional act or omission or gross negligence by the other party.

- 8.11. Parties will never be liable in case of a Force Majeure situation. Its obligations will be suspended insofar as performance is not permanently impossible. The Parties are entitled to terminate the Agreement, without one of them becoming liable to pay compensation, if the period during which performance of the Agreement is impossible because of Force Majeure, exceeds or exceeds thirty (30) days. If VONQ or Partner has already partially complied with its obligations, or can only partially comply with its obligations, at the time the Force Majeure commences, it may invoice the delivered or deliverable part of the Service(s) separately and the other party will be obliged to pay this invoice as though it were a separate invoice.
- 8.12. The limitations of liability referred to in this article do not apply if the damage results from a breach of material obligations; liability for injury to life, body and health; or the intent or willful misconduct of either Party, its managers and/or employees.
- 8.13. VONQ is under no circumstances liable for downtime due to maintenance work, updates or system-related downtime of other partners not subject to the Agreement between VONQ and Partner.

## **9. Intellectual property rights**

- 9.1. All intellectual or industrial property rights to the Online Services, Software and/or further Service(s) and all technology, hardware, other materials and information developed by VONQ and/or made available by VONQ to Partner, such as designs, documentation, reports, offers, models, techniques, data files, as well as the preparatory material relating thereto, vest exclusively in VONQ or its licensors. Use of the Online Services, Software and/or Service(s) does not constitute a license to use in any way any such intellectual or industrial property rights, except to the extent as indicated in these Partnership Terms and Conditions.
- 9.2. Partner agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service(s), use of the Service(s), or access to the Online Services, Software and/or Service(s) unless it has first obtained the prior express written consent of VONQ to do so.
- 9.3. Partner hereby guarantees that it holds all necessary intellectual property rights (such as but not limited to copyrights, trademark rights, moral rights, etc.) in all data, information and/or Content submitted by Partner to VONQ and guarantees that it does not infringe any Third Party rights. Partner indemnifies VONQ from claims from Third Parties with regard to these rights.
- 9.4. Partner hereby grants VONQ the non-exclusive, territorially unrestricted, royalty-free and perpetual right to use the trademark, text, logo, brand, (commercial) photographs along with the subjects in these photographs as well as the entire content submitted to VONQ by Partner if such right is required to perform the Agreement. In addition, Partner entitles VONQ to alter logos, trademarks, images, etc. (i.e. enlarging, minimising, decolouring of colour logos to black and white) and use these altered images when performing the Agreement on and in relation to providing its Services. VONQ is entitled to store content in its own databases, to reproduce, spread, publish and make content publicly available as necessary for the proper provision of its Services. VONQ is entitled to the database rights on the database(s) that are created

by VONQ in the performance of the Agreement and rendering its Services and may consist (in whole or in part) of data supplied by Partner.

- 9.5. Partner hereby grants VONQ the non-exclusive, territorially unrestricted, royalty-free and perpetual right to use the trademarks, text, logo and brand of Partner as a partnership reference of VONQ as part of any online or offline marketing and sales communications.

## **10. Confidentiality**

- 10.1. Partner undertakes both during and after the termination of this Agreement to treat as confidential all information regarding the business affairs and all other information of a secret or confidential nature of VONQ that it becomes aware of during pre-negotiations of the Agreement, upon the conclusion and/or during the performance of the Agreement, and to observe confidentiality towards third parties and End-Customers with regard to this information.
- 10.2. The Receiving Party will use the same care to protect Confidential Information provided by Disclosing Party as it uses for its own similar information, but in no event less than reasonable care, and it will use Confidential Information only for the purpose of fulfilling its obligations under this Agreement.
- 10.3. Notwithstanding the foregoing, this obligation shall not apply to information which (i) was already known to Partner before the negotiation and conclusion of this Agreement, (ii) was disclosed to Partner by a third party without a violation of statutory or contractual provisions of the Agreement at the time it was disclosed, (iii) was already or becomes publicly known without any default of Partner, or (iv) if Partner is under an obligation to disclose pursuant to the order of a court of law or public authority, provided that Partner shall give VONQ prior notice thereof (to the extent legally permissible) and the chance to obtain appropriate protective orders.
- 10.4. The terms of the Agreement will be deemed to be Confidential Information.
- 10.5. The Receiving Party will promptly return or destroy Disclosing Party's Confidential Information upon request of Disclosing Party.
- 10.6. The obligation to maintain confidentiality, as described in this article, lasts for two (2) years after the end of the Agreement. The reason for the termination and the party which terminated the Agreement are not relevant for this purpose.

## **11. Privacy**

- 11.1. The Parties ensure to comply with any national or international data protection or privacy laws and regulations which may be applicable to the Party or the Agreement. If a Party violates a data protection regulation and thereby causes damage to the other party (also brand image damage), the former Party shall provide appropriate compensation to the latter and indemnify the latter from any claims of third parties, End-Customers caused by this violation.
- 11.2. Both Parties undertake to use all transmitted data confidentially and in accordance with the applicable laws of data protection. The use of data for market research and

advertising purposes is permitted as far as it is permitted by law and the End-Customer, and necessary for the performance and execution of the agreements with the End-Customer.

- 11.3. Both Parties must arrange standard virus protection and appropriate safeguards for the protection of personal data. VONQ will not be liable for any damage resulting from the transmission of viruses and/or other irregularities in the electronic communication, and for not receiving or the impaired receipt of messages.
- 11.4. Both Parties guarantee that they will at all times have an appropriate privacy policy in place for the protection of personal data in compliance with the relevant laws and regulations.

## **12. Applicable law and Forum**

- 12.1 VONQ is a global company and therefore different applicable law and forum rules apply depending on which jurisdiction the Parties are contracting from. The relevant jurisdiction shall be aduced from Partner's address indicated in the Agreement. Where Partner's address does not fall within one of the specific jurisdictions mentioned below, the jurisdiction situated closest to the Partner's business address shall apply unless otherwise agreed between the Parties in writing.
- 12.2 In the event of disputes arising from the Agreement, the Parties must first try to reach an out-of-court settlement, notwithstanding the right to take precautionary measures or obtain interim relief.
- 12.3 Where Partner's business address is situated within EEA the following provisions shall apply:
  - 12.3.1 The Agreement between the Parties shall be exclusively governed by Dutch law while excluding the United Nations Convention on Contracts for the International Sale of Goods.
  - 12.3.2 In the event that reasonable attempts to reach an out-of-court settlement fail, all disputes between VONQ and Partner must be submitted to the competent court in Rotterdam, the Netherlands.
- 12.4 Where Partner's business address is situated within the USA, the following provisions shall apply:
  - 12.4.1 The Agreement is governed and construed in accordance with the laws of laws of the State of Delaware, USA, excluding its conflict of law principles.
  - 12.4.2 Any dispute between the Parties, arising from or in connection with this Agreement or any Ancillary Agreement that cannot be settled in consultation, shall be exclusively tried and determined in the state or federal courts in the State of Delaware, and each of the Parties hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts, to whose jurisdiction the Parties hereby irrevocably submit.

## **13. Miscellaneous**

- 13.1 Neither party may assign or transfer any of its rights or obligations under this Agreement without the other Party's prior written consent, and any attempted

assignment, subcontract, delegation, or transfer in violation of the foregoing will be void: except that either Party may assign this Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets to which this Agreement relates. This Agreement will be binding upon each Party's successors and permitted signs and the name of a Party appearing herein will be deemed to include the names of such Party's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement.

- 13.2 Partner agrees to not directly reach out to any existing End-Customer of VONQ, for the purpose of procuring their business directly or providing any service competitive with any service then offered by VONQ. This non-compete provision applies during the term of this Agreement and one (1) year following the termination of the Agreement.
- 13.3 If any provision of these Partnership Terms and Conditions or the Agreement is found to be void, invalid, unenforceable or contrary to the law, the remaining provisions of these Partnership Terms and Conditions will remain fully effective. In this case, the Parties shall endeavor to negotiate a substitute provision that best reflects the economic intentions of the Parties without being unenforceable, and shall execute all agreements and documents required in this connection.
- 13.4 Nothing in this Agreement shall constitute an agency or a joint venture by VONQ and Partner or constitute one of the Parties as the agent of the other.
- 13.5 VONQ is entitled to amend these Partnership Terms and Conditions from time to time, however the version of the Partnership Terms and Conditions which were in force when the Agreement was entered into shall be the appropriate applicable Partnership Terms and Conditions governing the business relationship between the Parties. In the event that the Agreement is renewed or an additional Agreement is entered into then the applicable Partnership Terms and Conditions shall be the version that is or was in place at the time of renewal or the time that the additional Agreement was entered into.
- 13.6 In the event of disputes arising from the Agreement(s), or from ensuing agreements to which these Partnership Terms and Conditions apply, the Parties must first try to reach an out-of-court settlement, notwithstanding the right to take precautionary measures or obtain interim relief.
- 13.7 If a VONQ employee, contractor, user, End-Customer or Partner becomes aware of an information security incident, possible incident or imminent incident, then they shall immediately report the information using one of the following communication channels: Email [iso@vonq.com](mailto:iso@vonq.com) information or reports about the event or incident.