

COCOROCO'S GENERAL TERMS AND CONDITIONS FOR CLIENTS

1 Definitions and interpretation

- 1.1 These General Terms and Conditions (GTC) apply to the use of the Cocoroco Platform and/or the purchase of Services. In these GTC the definitions, indicated with a capital, whether single or plural, will have the following meaning:

Cocoroco: Cocoroco B.V., a private limited liability company established and existing under the laws of the Netherlands, having its registered office in (3511 EK) Utrecht, the Netherlands, at Stationsstraat 154, registered with the Chamber of Commerce in the Netherlands under 81761449;

Client: a legal entity who makes use of the Cocoroco Platform and/or purchases Services of Cocoroco;

Agreement: these GTC, an SOW or any other agreement between the Parties;

Applicable Law: all European Community, national or local laws, regulations, codes of practice, guidance notes applicable to the Employment Agreement and/or the work to be performed by Employee, including, without limitation, applicable law relating to the employment and dismissal of employees and the engagement, use and termination of individuals other than employees who provide services (statutory law and case law), as well as contractual obligations both on an individual and a collective basis;

Assessment: by default, or optional behavioural/language assessments to be completed by Candidate to complete its Candidate Profile in order to become visible to Client after application on Jobs posted by Client;

Candidate: a natural person and user of the Cocoroco Platform who is looking for and/or applying on Jobs;

Candidate Profile: the personal account of a Candidate on the Cocoroco Platform with which the Candidate can apply on Jobs posted by Client;

Cocoroco Content: all information, data or material in the form of images, videos, text and audio-visual material or any other content including, without limitation, Candidate Profile(s), resumes, personal data, made available and accessible on the Cocoroco Platform

Cocoroco Platform: Cocoroco Platform: the digital platform that enables Client and Candidate to find each other. Client can post Jobs on Cocoroco Platform to which Candidate can apply. A Client can select on its own discretion the best-suited Candidate for a Job which may lead into an Employment Agreement between the Candidate

and Cocoroco or a Staffing Provider engaged by Cocoroco;

Commencement Date: the date on which an Employee starts performing work for a Client according to the SOW;

Company Account: the company account on the Cocoroco Platform with which the Client can publish Jobs on the Cocoroco Platform for Candidates;

Employee: a natural person recruited and selected by Client, with whom an Employment Agreement is concluded;

Employment Agreement: the employment agreement between Employee and Cocoroco or the Staffing Provider;

Employee Developments: all inventions, information, data or material in the form of images, videos, text and audio-visual material or any other content provided or created by the Employee under the Employment Agreement;

GTC: these general terms and conditions and, as the case may be, any future amendments, which apply to use of the Cocoroco Platform and/or purchase of the Services and of which the latest version can be found on the website <https://cocoroco.com/company-general-terms/>;

Intellectual Property Rights: all intellectual property rights and associated rights, including copyrights, trademark rights, patent rights, design rights, trade name rights, database rights, and neighbouring rights, as well as rights to knowhow;

Jobs: job openings published on the Cocoroco Platform by Client;

Party / Parties: Cocoroco and Client separately / together;

Services: the employment outsourcing and payroll services provided by Cocoroco to Client, by entering into an Employment Agreement with the Employee, in accordance with Applicable Law and the SOW;

SOW: a statement of work between Client and Cocoroco, to which these GTC apply;

Staffing Provider: a third party employer of record (EOR) engaged by Cocoroco that will enter into the Employment Agreement with the Employee;

User: a Candidate or Client that uses the Cocoroco Platform;

Website: the website of Cocoroco, <https://cocoroco.com>, including all underlying web pages, which provides Client access to the Cocoroco Platform.

2 Company Account

- 2.1 In order to use the Cocoroco Platform to publish Jobs, Client is required to register a Company Account.
- 2.2 It is explicitly forbidden to create a Company Account using (personal) information of another person or company.
- 2.3 Client is responsible for maintaining secrecy regarding the login details for its Company Account.
- 2.4 Client agrees to immediately notify Cocoroco if Client becomes aware of or has reason to believe that there is any unauthorized use of the Company Account or any other breach of security, without prejudice to Client's own obligation to immediately take effective action, such as modifying the login details.

3 Cocoroco Platform

- 3.1 To the best of its ability, Cocoroco will make efforts to provide the Cocoroco Platform with due care.
- 3.2 Client accepts that the Cocoroco Platform only contains the functionalities and other characteristics at the time of use ("as is" and "as available").
- 3.3 Cocoroco does not guarantee that the Cocoroco Platform or any part thereof will be accessible at all times and without any interruptions or failures.
- 3.4 Cocoroco is not liable towards User for any damage, loss or costs resulting or arising from the Cocoroco Platform being (temporarily) unavailable, including but not limited to the loss of Content or inability to access or use the Cocoroco Platform.
- 3.5 Cocoroco is entitled to change and/or update the Cocoroco Platform without any prior notification and without being obliged to pay any compensation whatsoever to Client.
- 3.6 Each and every use of the Cocoroco Platform is at Client's own risk and responsibility. Cocoroco has no entire knowledge of and/or interference with the content and information that is made available by Users through the Cocoroco Platform.
- 3.7 The Cocoroco Platform may contain content and information that is derived from and/or may refer to third parties' websites or apps (for instance via integrations, hyperlinks, banners or buttons). Third party terms or conditions may apply to these websites or apps. Cocoroco has no control over the information and content of these third parties' websites and apps and does not accept any responsibility and/or liability for such information and content.

4 Jobs and Candidates

- 4.1 Client can post Jobs on Cocoroco Platform on its own behalf on which Jobs the Candidate can apply. The Jobs shall include at least the conditions such as

job description, working hours, and remuneration. These Jobs will be visible to Candidate once they are published on the Cocoroco Platform by the Client and shall remain visible until the Client decides to withdraw them from the Cocoroco Platform.

- 4.2 Client may not publish Jobs on the Cocoroco Platform without a reasonable and legitimate intent to hire a Candidate for the Job position listed.
- 4.3 Client may not publish Jobs that intentionally misrepresent the job, hiring company, or poster.
- 4.4 Each Job published by Client shall clearly indicate whether a position is for an independent contractor or is part-time, piecework, commission-based, or has otherwise non-traditional working conditions or compensation.
- 4.5 Client is not allowed to publish Jobs on the Cocoroco Platform that require payment from the Candidate or Jobs that resemble franchises, multi-level marketing, distributorships, or are (almost) entirely commission-based.
- 4.6 Client acknowledges and agrees that the Jobs and information Client makes available through the Cocoroco Platform can be accessed and used by other Users. Cocoroco cannot guarantee that other Users will use the Content in accordance with these GTC and/or applicable legislation. Cocoroco is not responsible nor liable for the actions of other Users which are in violation of these GTC, the applicable legislation and/or which are otherwise unlawful.
- 4.7 Client may not use any Candidate Profile (a) for any purpose other than seeking Candidates; (b) for any commercial, or charitable communication as well as any other unsolicited communication, including the transmission of "junk mail", "chain letters," or unsolicited mass mailing, "spamming" or "phishing"; or (c) to make unsolicited phone calls or send unsolicited mail, email, or newsletters to Candidates unless they have agreed to be contacted, and which contact is, to the sole discretion of Cocoroco, not excessive in frequency or related to Jobs that are irrelevant to or unlikely to be of interest to the Candidate contacted.
- 4.8 Client may not publish Jobs:
 - (i) in a manner that does not comply with applicable local, national and international laws, including but not limited to laws relating to labour and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use;
 - (ii) that require citizenship of any particular country or lawful permanent residence in a country as a condition of employment, unless otherwise required in order to comply with law, regulations, executive

- order, or federal, state or local government contract;
- (iii) that are false and/or misleading or contain false and/or misleading information;
- (iv) that are offensive, discriminating, violent or are otherwise deemed inappropriate by Cocoroco;
- (v) which contain viruses, Trojan horses, worms, bots or other software that can damage, disable or delete the Cocoroco Platform or makes it inaccessible;
- (vi) that display or link to pornographic, indecent or sexually explicit material of any kind;
- (vii) to sell, promote or advertise products or services;
- (viii) that advertise or relate to sexual services or seek employees for jobs of a sexual nature.

4.9 Cocoroco reserves the right to remove any Job or content from the Cocoroco Platform, which in Cocoroco's discretion, does not comply with these GTC.

4.10 If, after posting a Job on the Cocoroco Platform, Client wishes to enter into an Employment Agreement, Client agrees to request Cocoroco to act as the employer of record. Cocoroco may provide such services by engaging a third party staffing provider. Client and Cocoroco agree to enter into an SOW.

5 Services

5.1 Cocoroco or the Staffing Provider will enter into an Employment Agreement with the Employee in accordance with the SOW and assign the Employee to perform the services and work requested by the Client in the SOW.

5.2 Cocoroco will: (i) handle a Candidate's online language and skills test; (ii) pay Employee's wages and provide other benefits as Cocoroco deems appropriate; (ii) pay, withhold and transmit payroll taxes to the Employee in an amount no less than required by Applicable Law.

5.3 Cocoroco will be responsible for handling the employment of the Employee, including, without limitation, (i) the payment of all salaries and wages thereto, in accordance with Applicable Law; (ii) handling unemployment claims involving Employee; (iii) ensure Employees are legally authorized to work within the jurisdiction in which the Services will be provided; (iv) if required by Applicable Law, providing health coverage to Employee.

5.4 Client acknowledges and agrees that certain Services or parts thereof may be subcontracted by Cocoroco to third parties, including the Staffing

Provider, in connection with the Services. To help ensure the best possible provision of Services to Client, Cocoroco reserves the right to replace a third party sub-contractor in its sole discretion at any time.

5.5 Client shall comply with (i) any Cocoroco human resources and other related policies as may be provided to Client from time to time, when necessary for compliance with Applicable Laws, as determined in Cocoroco's sole discretion.

5.6 Client shall inform Cocoroco in advance and in writing of any changes impacting the Employment Agreement or Employee's work (including without limitation any employment-related legal claim, injury, or incident relating to Employee or the workplace), such that Cocoroco may reasonably inform, notify and assist Employee, any applicable authority or any other relevant third party in advance, respecting any notice period required by Applicable Law, agreement or best practice or any matters which may confer to Client a right to terminate an Agreement, or as otherwise required to comply with Applicable Law.

5.7 Client acknowledges and agrees that in order to maintain flexibility in the business, Cocoroco may make changes to the Services or the manner in which they are delivered, including but not limited to a transfer of an Employee to Cocoroco or a different Staffing Provider.

6 Employment Agreement

6.1 Cocoroco shall require each Employee to sign an Employment Agreement before such Employee commences providing services to and/or work for or on behalf of Client, in accordance with the SOW.

6.2 The Staffing Provider shall pay Employees their salary/remuneration and provide their benefits as per the Employment Agreements they sign, according to the SOW and otherwise in compliance with Applicable Law.

6.3 Any additional payment that Client will request to pay the Employee, out of the ordinary monthly salary cycle (e.g. bonus, commission etc.), must be requested by Client in writing. Said funds will be paid by Client to Cocoroco immediately after the written request and before any such payment will be made by Cocoroco to Employee. Cocoroco will not finance any payment on behalf of Client.

6.4 The Employee assigned to Client under these GTC shall remain an employee of the Staffing Provider for the duration of time Employee provides services to Client pursuant to any SOW. Employee shall not be entitled to participate in any of Client's employee benefit plans.

6.5 The Employment Agreement will be governed by the laws and regulations of the jurisdiction of

employment stated in the SOW, without prejudice to Employee's rights and Cocoroco's obligations under Applicable Law of the jurisdiction where the work will be actually performed by the Employee.

- 6.6 If the Employment Agreement is not signed by the Commencement Date, the Commencement Date will be delayed to the date of signing of the Employment Agreement or later.

7 Relationship Client and Employee

- 7.1 Client shall be solely responsible for recruiting and evaluating Employees through the Cocoroco Platform, including, but not limited to, evaluating their skills and qualifications.
- 7.2 Client shall be solely responsible for (i) the day-to-day supervision of the Employee, (ii) providing Employees with a proper, safe working environment, including, but not limited to, all equipment and materials required to satisfactorily perform the job and as otherwise required by Applicable Law, and (iii) maintaining all requisite business licenses (including professional licenses).

8 Termination Employment Agreement

- 8.1 Client may request Cocoroco to terminate the Employment Agreement, held by the Staffing Provider, with Employee under and pursuant to any SOW. Cocoroco will take all reasonable steps necessary to allow the termination to be effective at the earliest possible date without being non-compliant with the relevant Applicable Law to limit exposure to potential lawsuit and related risk. During the period of such employment, the GTC and SOW shall remain in effect with respect to such Employment Agreement. On the effective termination date, Client shall have no liability to make any further payment to Cocoroco other than in respect of amounts accrued, due or relating to any period prior to such effective termination date and any statutory requirements or regulations including, but not limited to, pay-in-lieu of notice or vacation, termination indemnity and their related direct or indirect costs and fees. Client shall not give Employee a notice of termination at any time.

9 Fees

- 9.1 Client will pay to Cocoroco the following fees as further specified and in accordance with the payment terms identified in the applicable SOW.
- 9.1.1 Cocoroco Service Fee. In consideration for the provision of the Services, Client will pay on a monthly basis the Service Fee specified in the applicable SOW.
- 9.1.2 Staffing Provider Fee. In consideration for the provision of the Services provided by the Staffing Provider, Client will pay on a monthly

basis the Staffing Provider Fee specified in the applicable SOW.

- 9.1.3 Setup Fee. Within five (5) days from the SOW Effective Date (as defined in the SOW), Client shall pay to Cocoroco a one-time, non-refundable Setup Fee as specified in the applicable SOW.

- 9.1.4 Employee Fee. Client shall pay to Cocoroco a fee in the amount equal to the full amount Cocoroco (or the Staffing Provider) shall pay Employee under the Employment Agreement, including but not limited to, any additional remuneration for statutory leave, legal costs, severance or any other such payments incurred due to the provision of work by the Employee, as may be further set forth in the SOW (the "Employee Fee").

- 9.1.5 Fee Deposit. Within five (5) days from the SOW Effective Date, Client shall pay Cocoroco a deposit in the amount set forth in the applicable SOW (the "Fee Deposit"). Such Fee Deposit to be held by Cocoroco as reserve funds to be applied to Client's fees as necessary to ensure that the Employee is paid on time and in accordance with the GTC and Applicable Law. Cocoroco shall return this Fee Deposit to Client within 90 days of having received full and final payment of all invoices relating to the applicable SOW after its termination. Cocoroco shall not be obliged to provide Services until it has received the Fee Deposit from Client.

- 9.1.6 Additional Fees. In the event of a change to Applicable Law that may lead to additional expenses, external costs and charges incurred by Cocoroco in the performance of its obligations under an Agreement, such expenses, costs and charges shall be reimbursed by Client (the "Additional Fees"). This also applies to any unexpected items, which are reasonably linked to performing the Agreement.

- 9.2 Cocoroco will invoice Client in respect of all fees payable under an SOW, including any variable elements of the Employee Fee (bonus, commissions, overtime, etc.) the 1st calendar day of any starting month. Value Added Tax (VAT) may apply on all or part of the fees and expenses according to the relevant laws and tax regulations. All invoices hereunder shall be paid within fourteen (14) days from the date of invoice. Because the fees include Employee payroll funds, Client understands that fees not received timely from Client may result in delayed payments to the Employee. Client acknowledges and agrees that Cocoroco will invoice Client based on an estimate of the costs as will be charged by the Staffing Provider to Cocoroco. If,

after Cocoroco has received the final invoice from the Staffing Provider, it appears that the actual fees are higher or lower, Cocoroco will offset the relevant amount in the subsequent month.

- 9.3 If Client fails to make any payment to Cocoroco by the due date for payment under an Agreement, then, without limiting Cocoroco's other remedies under the GTC or the Applicable Law, Client shall pay interest on the overdue amount at the rate of 0.15% per day. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Client shall pay the interest together with the overdue amount.
- 9.4 In the event of a change to Applicable Law that increases the cost to Cocoroco of its provision of the Services, the Parties shall adapt the fees accordingly.
- 9.5 All fees are exclusive of all state, local and other taxes, or other taxes or charges (other than income taxes payable by Cocoroco) as may be directly applicable to the receipt or use of the Services. Client will pay all such charges or taxes within fourteen (14) days of the applicable invoice date.
- 9.6 When the Employee must incur expenses while executing the Employment Agreement, Client shall comply with the following terms and conditions:
 - 9.6.1 Employee will obtain pre-approval of the expenses from Client based on a detailed description and evaluation of the expected expenses;
 - 9.6.2 Employee will create an expenses report on the platform of the Staffing Provider, with a copy of all receipts for verification by Client;
 - 9.6.3 Client shall validate the reports before the 10th of the month and process the related payment within 5 calendar days of receipt of an expenses report submitted by Employee;
 - 9.6.4 If the Employee cannot provide original receipts for the expenses, the expenses will not be reimbursed.
- 9.7 Client shall not make any payments relating to an Agreement directly to the Employee, unless expressly agreed otherwise between the Parties.
- 9.8 Current and future provisions of local labour law, collective labour agreements, and tax legislation in the country where work is being provided shall be applied and included in all invoices. The Employee will be informed of and asked to respect Client's internal policies and guidelines. However, as employee and/or contractor of the Staffing Provider, in case of conflict between the internal policies or guidelines of the Staffing Provider and those of Client, Client acknowledges and accepts that the Employee must in priority observe the

Staffing Provider's internal policies, procedures and guidelines.

10 Intellectual Property Rights

- 10.1 All Intellectual Property Rights relating to Cocoroco Platform, Cocoroco Content and the Website are owned by Cocoroco and/or its licensors. Nothing in an Agreement constitutes the transfer of any Intellectual Property Rights from Cocoroco to Client. Client is solely granted a license as described in these GTC.
- 10.2 Subject to the conditions in these GTC, Cocoroco grants Client a limited, personal, irrevocable, nonexclusive, non-sublicensable, non-transferable right to use the Cocoroco Platform for the sole purpose of posting Jobs and recruiting Candidates on its own behalf.
- 10.3 To the extent permitted by Applicable Law, Cocoroco shall assign all Intellectual Property Rights such that Client shall be the sole and exclusive owner of all right, title and interest in and to Employee Developments. Cocoroco shall ensure that Employee, as part of its Employment Agreement and engagement by Cocoroco, shall execute, in accordance with Applicable Law, an assignment agreement in favor of Cocoroco in connection with the Employee Developments. Subject to the terms and conditions hereof, Cocoroco shall assign all right, title and interest in any Employee Developments, including all Intellectual Property Rights therein, to Client.

11 Term and termination

- 11.1 An SOW or any other agreement between the Parties shall enter into force upon signing by both Parties and shall remain in force for an initial term of one (1) year unless another term is stated in such agreement. Thereafter, such agreement shall automatically renew for successive one (1) year terms unless and until terminated as permitted herein or as stated otherwise in such agreement.
- 11.2 Either Party may terminate an SOW or any other agreement between the Parties by giving written notice of termination of such agreement as of the end of the initial term or renewal term, taking into account a notice period of no less than one (1) month, or such other period as stated in such agreement or as required for Cocoroco to terminate the Employment Agreement in accordance with Applicable Law.
- 11.3 Cocoroco is entitled to terminate the SOW or any other agreement with immediate effect (i) if, having failed to pay one or more invoices by the due date and having been served notice by Cocoroco to do so within eight (8) days, Client has failed to pay all the amounts due, together with interest, within eight

(8) days of receiving such notice; or (ii) if Client is in breach of an Agreement, having been served notice by Cocoroco to remedy any such breach, and Client fails to do so within eight (8) days of receiving such notice.

- 11.4 In the event of such termination pursuant to Article 11.3 and without waiver of its rights to claim damages or an indemnity for any losses suffered by it, Cocoroco may immediately terminate the Employment Agreement or elect to have the Employment Agreement to continue to be performed until the date provided for in the Employment Agreement.
- 11.5 Cocoroco may terminate any agreement regarding the use of the Cocoroco Platform by Client and the registration of the Company Account, at its sole discretion, at any time, with or without notice. If Client wishes to terminate its use of the Cocoroco Platform, Client may do so by notifying Cocoroco at any time and closing its Company Account, notwithstanding the specific terms for termination of an SWO or any other agreement relating to the purchase of Services.
- 11.6 All provisions of an Agreement which by their nature should survive termination shall survive termination, including without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

12 Liability

- 12.1 Unless otherwise stipulated in an Agreement, Cocoroco's total, aggregate liability for attributable failing (in Dutch: *"toerekenbare tekortkoming"*) to perform the Agreement, any unlawful act (in Dutch: *"onrechtmatige daad"*), or otherwise, including any warranty or indemnification obligation, is limited to the total amounts paid to Cocoroco for the Services in the twelve (12) preceding months of that particular calendar year.
- 12.2 Cocoroco is neither responsible nor liable for (a) the filling, placing, or availability of Jobs and Candidate; (b) the information provided by Client when posting Jobs; (c) the quality of the Jobs published by Client (d) non-compliance of Client with applicable laws and regulations, Intellectual Property Rights and privacy legislation for third parties; (e) any damage or costs incurred in the non-performance, removal, modification or cancellation of Jobs or application; (f) the acts or omissions of the Client or Candidate in whatever form.
- 12.3 Any liability of Cocoroco for consequential damages (in Dutch: *"gevolgschade"*), including – but not limited to – loss and/or damage of data, loss and/or damage to (third party) software, loss of profit, loss of business, loss of anticipated savings, loss of goodwill or reputation, fines, penalties, legal fees or

any other similar financial loss, or damage as a result of claims from third parties, is fully excluded.

- 12.4 Cocoroco does not warrant and is not responsible for any work performed or services provided by the Employee. Except as set out in the GTC, Cocoroco does not make any other warranties or representations relating to the Services, including, without limitation, the nature, quality and background of the Employee. All other warranties, express or implied are expressly disclaimed and excluded, including warranties of merchantability and of fitness for a particular purpose.

13 Force majeure

- 13.1 In the event of force majeure, there will be no attributable failure in the performance of an Agreement by Cocoroco.
- 13.2 Force majeure includes, among other things, staff employees on sick leave and/or absence of employees who are crucial to the supply of the Services, interruptions in the supply of electricity, strikes, riots, war, government measures, epidemic, pandemic, or other health emergency, fire, natural disasters, floods, failure on the part of Cocoroco's suppliers, failure on the part of third parties engaged by Cocoroco, interruptions in the connection to the internet (whether or not due to a DDoS attack), hardware malfunctions, malfunctions in networks, including telecommunication networks, and other unforeseen circumstances.
- 13.3 If the force majeure continues for at least thirty (30) days, Cocoroco is entitled to terminate an Agreement with Client without being obliged to pay any compensation for this termination.

14 Indemnification

- 14.1 Client will indemnify, defend and hold harmless Cocoroco from and against any judgments, losses, damages, liabilities, costs or expenses (including, but not limited to, attorneys' fees and legal expenses) Cocoroco may suffer or incur in connection with any actual or threatened claim, demand, action or other proceeding by any third party arising from or relating to (a) any breach of the an Agreement by Client; (b) any act or omission by Client, its employees, affiliates, agents and/or independent contractors in connection with Client's receipt of the Services, including, without limitation, the engagement of the Employee by Cocoroco in connection therewith; or (c) Client's use, attempted use or misuse of the Services.
- 14.2 Client shall indemnify and hold harmless Cocoroco against any legally enforceable claim made by the Employee relating to or arising from any engagement undertaken directly or indirectly by Employee with or for Client prior to the beginning of

the Employment Agreement. Should any such prior engagement exist, Client shall reimburse Cocoroco in accordance with the payment terms of the GTC and any other applicable fees hereunder. Such costs and fees may include, without limitation, additional remuneration, accrued statutory leave, seniority benefits, termination indemnity, rights and obligations gained as a result of deemed employment, and loss of earnings or status, whether perceived or actual, of Employee as well as any employer's costs, contributions, taxes or similar relating to arising from the foregoing. For the avoidance of doubt, engagement shall mean engagement in any form including but not limited to as an employee, or an independent sub-contractor whether directly or via one or more third parties.

15 Confidentiality

- 15.1 Parties undertake to observe strict confidentiality with regard to all Confidential Information they receive from the other Party, and will not disclose such Confidential Information to a third party. Parties further undertake to use the Confidential Information only for the purpose for which this Confidential Information has been disclosed. Parties shall also impose these obligations on their employees in connection with the execution of an Agreement.
- 15.2 Upon termination in accordance with article 11 of these GTC and/or upon first written request of the other Party, Parties will cease any and all use of the Confidential Information of the other Party and shall immediately return the Confidential Information and any and all copies thereof to the other Party, or, upon request of the other Party, destroy the Confidential Information and copies thereof.
- 15.3 Client's right to off-set or suspend is excluded.

16 Miscellaneous

- 16.1 Cocoroco may at any time amend or supplement these GTC. Cocoroco will notify Client as soon as the GTC have been amended. If Client continues the use of the Cocoroco Platform after receiving notice of the amended or supplemented GTC, Client thereby irrevocably accepts the amended GTC. The latest version of the applicable GTC can be found on <https://cocoroco.com/company-general-terms/>.
- 16.2 If at any time any provision of an Agreement is or becomes illegal, void or invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of such agreement and such invalid provision shall be replaced by another provision which, being valid in all respects, shall have an effect as close as possible to that of the replaced provision.

- 16.3 Cocoroco's Privacy Policy as published on the Website is applicable to the use of the Cocoroco Platform and the purchase of the Services.

17 Governing Law and Jurisdiction

- 17.1 An Agreement or relationship between Cocoroco and Client shall be exclusively governed by and construed in accordance with the laws of the Netherlands.
- 17.2 All controversies, disputes or claims arising out of or relating to an Agreement or the absence or breach thereof, which shall not have been amicably settled by the Parties, shall be exclusively and finally settled by the competent civil court in Utrecht, the Netherlands.

These GTC have been last updated on 19 May 2022.