

GENERAL TERMS AND CONDITIONS NEXTPORTCHINA

NextportChina: the private company with limited liability NextportChina B.V., legally registered in Amsterdam and with office in (1012 LK) Amsterdam at Damrak 37, registered in the registers of the Kamer van Koophandel (Chamber of Commerce) under number 60022132.

Article 1. Applicability of general terms and conditions, quotes

1. These general terms and conditions are applicable to all agreements and legal relationships between NextportChina and a principal, as well as to quotes and projects for services (hereafter collectively 'quote(s)') extended by NextportChina. Applicability of the general terms and conditions of the principal is excluded.
2. Quotes extended by NextportChina are entirely without obligation and valid for one month. Prices statements from NextportChina can be modified as a result of an unforeseen change in the work. All prices stated in quotes or included in agreements exclude BTW (VAT) and any other governmental levies.
3. Stated prices, rates, discounts and offers do not automatically apply for future projects. Prices that concern compiled services quoted by NextportChina do not obligate NextportChina to carry out those services individually at a proportionate part of the compiled price.
4. Projects must be confirmed by the principal in writing (or by e-mail), by signing or confirming a quote. If the principal neglects to do this, but nonetheless consents to NextportChina starting the fulfilment of the agreement, then the content of the quote will apply as agreed. Further oral agreements and terms only bind NextportChina after these have been confirmed by NextportChina in writing.

Article 2. Fulfilment of the agreement

1. NextportChina endeavours in the project to complete the project carefully, with consideration of the care of a good contractor, to promote the interests of the principal to the best of NextportChina's knowledge and to strive for a result useable for the principal. Insofar as reasonably possible and insofar as necessary, NextportChina keeps the principal informed about the progress of the work.
2. Agreed terms for delivery by NextportChina to the principal are always indicative and are never deadlines.
3. The principal guarantees that all information, data and materials (hereafter collectively 'information') provided to NextportChina for the completion of the project are correct and suitable and that the principal is authorized to provide them to NextportChina. NextportChina is not required to check the accuracy and suitability of the information. Furthermore, the principal is required to do all that which is reasonably needed or desirable in order to make a timely and correct delivery by NextportChina possible, in particular through the (timely) provision of information.
4. Before the work done in the context of the agreement is made public, the principal will be given the opportunity to check that work. The principal can then, within a reasonable term but maximally within two weeks, approve the work or reject it with a full statement of all noted defects. NextportChina will then make adjustments and definitively deliver (one 'correction round' is included in the compensation) the work within a reasonable term and will invoice the principal for the latest term. Further correction rounds desired by the principal will be done against the rates of NextportChina applicable at that time, which will be billed separately.
5. Unless expressly agreed otherwise, requests for permits, registrations for certifications, conducting checks and tests and assessing whether the project and/or any instructions from the principal meet the quality norms, laws and regulations, are in conflict with the rights of third parties or are illegal with respect to third parties are not part of the project for NextportChina. This is correspondingly applicable to conducting research into the existence of rights, including intellectual property rights (such as, inter alia, copyrights, neighbouring rights, rights to drawings and models, patents, brand rights, but also rights to trade names, domain names or portrait rights) of third parties. The same applies for any research into the possibility of such protection forms, whether or not by means of registration in any way, for the principal.
6. The principal will provide the information needed by NextportChina in a timely fashion, and in any case immediately after NextportChina has requested it. If the work changes or is expanded as the result of correct, proper information not being delivered, in whole or in part, in a timely fashion or due to a changed or incorrect project, this work will be billed on the basis of the usual rates applicable at the time for NextportChina.
7. NextportChina can, for the fulfilment of the agreement, close agreements on behalf of the principal with and make use of third parties, and NextportChina is not liable for any shortcomings of these third parties or consequential damages. The principal hereby grants NextportChina the authority to accept a liability limitation from the forenamed third parties on behalf of the principal.
8. Complaints must be immediately, but in any case within ten workdays after delivery of the project, submitted to NextportChina in writing and with

justification, with an explicit description of the complaints; upon lack thereof, the principal will be considered to have completely accepted and approved the delivery of the project by NextportChina.

Special rules for completing work related to China

9. If and insofar as the project concerns the completion of work for the benefit of the Chinese (online) market, the following also applies. These special regulations are correspondingly applicable to paragraphs 3 and 5 of this article.
10. For trading on the Chinese (online) market, a Chinese enterprise permit or 'business license' is required. NextportChina works in these cases with a third party, business partner, that has such a business license, under which the work can be done and under which the principal can engage in their intended activities, making use of the work delivered by NextportChina. Chinese laws and regulations apply to those activities of the principal, including (inter alia) the ban on distributing 'inharmonious content', such as political content.
11. As long as the principal makes use of the business license, NextportChina will bill the costs associated with that over the coming year to the principal with prepayment. The costs can be indexed according to the price index score from the CBS 'CPI alle huishoudens' ('CPI all households'), 2006 = 100. NextportChina is not held to (pro rata) restitution in the case of premature termination by the principal as intended in article 5.2.
12. NextportChina guarantees no lasting availability of the business license, nor that this is and/or remains applicable to the actions and activities intended by and/or carried out by the principal. If this is no longer available, or no longer applicable to the actions and activities intended and/or carried out by the principal, NextportChina will notify the principal of that, after which the agreement for that part will be immediately and legally terminated, without NextportChina owing any damage compensation to the principal.

Article 3. Intellectual property rights

1. All rights to intellectual property (such as, for example, copyrights, neighbouring rights, rights to drawings and models, patents, brand rights, but also rights to trade names, domain names, portrait rights) that rest or come to rest on works, audio and/or visual works, illustrations, photos, drawings, designs, applications, websites, apps, concepts, strategies (hereafter collectively 'work(s)') created in the context of the agreement will be transferred by NextportChina to the principal by means of the agreement, yet under the suspended condition that all agreed compensations are fully satisfied by the principal to NextportChina. The principal accepts the transfer.
2. As a result of the transfer, the principal is entitled to use the work in the context of normal business operations. The (re)sale or licensing by the principal of the work, wholly or part thereof, is also excluded.
3. NextportChina remains entitled to use the delivered work for the promotion of the company, in portfolios, in communications, on the website and as part of the company know-how for the completion of other projects. Insofar as necessary, principal hereby grants that right to NextportChina, which right is irrevocable and unlimited in territory, duration and frequency.
4. The principal is obligated to report the name and/or the logo of NextportChina on the work in a way to be further agreed between the parties, unless otherwise agreed by the parties.
5. The principal hereby grants to NextportChina permission to use the principal's company name and/or logo for promotion and publicity, for example by including it in a portfolio, in communications, by listing it on the company's website. The principal can always withdraw this permission in writing.

Article 4. Financial agreements

1. The principal is owed certain compensation in the agreement. Unless otherwise agreed, payment takes place in the following terms: 30% upon the closing of the agreement, 70% after delivery of the work (after first correction round). NextportChina will invoice the principal accordingly at those times. The payment term amounts to 14 days from the invoice date. Payment takes place exclusively via bank transfer to an account to be designated by NextportChina.
2. The principal must pay invoices fully and all at once. Suspension and settlement are excluded, unless NextportChina has expressly agreed to that in advance in writing.
3. Any costs and expenses, such as, for example, costs for hosting, domain name registration, the costs for the business license as intended in article 2.12, travel and lodging expenses, will be billed separately by NextportChina.
4. If the principal does not, does not completely or does not in a timely manner fulfil the payment obligations (as well as other obligations), the principal is immediately and without further notice being required in default. The principal owes from that time, next to the outstanding amount and other damages suffered by NextportChina, (a) the statutory commercial interest plus 5 percentage points, (b) the extra-legal costs for collection in the amount of 15% of the open amount with a minimum of € 350, (c) all expenses incurred by NextportChina such as litigation fees, legal fees, actual costs incurred for legal counsel, bailiff's fees.

Article 5. Term and termination

1. The agreement is entered into for the term of the project. If the principal makes use of the business license intended in article 2.10, the agreement applies for an indefinite period.
2. Both parties can always terminate the agreement in writing and with immediate effect until the moment that NextportChina has fulfilled the agreement. NextportChina is not required to inform the principal of that moment. All amounts paid by the principal until that time continue to be owed. Termination after that moment is excluded. If the principal also makes use of the business license intended in article 2.10, both parties can terminate the agreement (exclusively) with respect to that use at any time in writing – without prejudice to article 2.11.
3. Without prejudice to the authorizations that NextportChina is granted by law and without being held to any compensation for damages, NextportChina is entitled to terminate the agreement with immediate effect and without prejudice to the right to demand repayment of the already paid amounts and/or damage compensation, in writing and without legal intervention if:
 - a. the principal, even after notice of default (if required), does not fulfil the obligations under the agreement;
 - b. the principal is subject to seizure, the principal is placed under administration, or the principal requests or is granted bankruptcy or debt restructuring or an event takes place or circumstance arises that is comparable with one of the forenamed events or circumstances;
 - c. a change in circumstances occurs that no longer justifies the maintenance of the agreement; or if
 - d. one of the forenamed situations threatens, in the reasonable judgement of NextportChina, to arise.
4. All provisions that by their nature remain in effect even after termination of the agreement in that case remain in effect, such as, for example, articles 3.3-3.5, 6.

Article 6. Guarantees, force majeure, indemnifications and liability

1. The delivered works are, to the best of the knowledge of NextportChina, original works and do not infringe on the rights of third parties to the best of the knowledge of NextportChina, without a guarantee of that or granting of indemnification.
2. The principal indemnifies NextportChina and third parties engaged by NextportChina (including, inter alia, the business partner mentioned in article 2) against claims of third parties resulting from the use of the works by the principal, including all actions and activities that the principal carries out under the business license, including, for example, actions in conflict with Chinese laws and regulations, and compensates NextportChina for all damages suffered as a result of such claims, including the actual costs incurred for legal counsel.
3. The principal guarantees to NextportChina that all information provided by the principal to NextportChina as intended in article 2 does not infringe on any rights (including intellectual property rights) of third parties and indemnifies NextportChina and third parties engaged by NextportChina for claims of third parties resulting from the use of the information and compensates NextportChina for all damages suffered as a result of such claims, including the actual costs incurred for legal counsel.
4. Without prejudice to the right of NextportChina to dissolution in accordance with article 5, NextportChina is not required to fulfil the agreement if hindered in doing so as a result of force majeure. Force majeure will be understood here to mean in part, yet without limitation: lack of correct fulfilment by third parties engaged by NextportChina, defects in delivery of information by the principal, disruptions in power networks and communications networks, altered laws and regulations in countries where the work is intended to be used that complicates that fulfilment or makes it impossible, boycotts, trade embargos.
5. NextportChina is not liable for (a) mistakes and defects in the information provided by the principal, (b) mistakes, delays by or shortcomings of third parties engaged by or on behalf of the principal, (c) defects in quotes or exceeding stated prices by third parties engaged by the principal, (d) mistakes or shortcomings in the work done by NextportChina if the principal has had the opportunity to conduct a check as intended in article 2.4 but has not expressed objections or made use of that opportunity, (e) termination of the business license described in article 2.10.
6. NextportChina is solely liable for directly attributable damages. Direct damages will exclusively mean here: (a) reasonable costs for determining the cause and the scope of the damage, (b) any reasonable costs necessary for the defective performance of NextportChina to fulfil the agreement and (c) reasonable costs incurred to prevent or limit damages, as long as the principal demonstrates that these costs have led to limitation of the direct damages. Liability of NextportChina for all other forms of damage than the forenamed, such as indirect damages, including consequential damages, lost profit, lost customers, damage to reputation, immaterial damages, destruction of information or damages due to business stagnation is excluded.

7. The liability of NextportChina for damages under the agreement or connected with an illegal act committed against the principal is limited to the invoice amount that concerns the part of the work done, reduced by the costs incurred by NextportChina to engage third parties, and with the understanding that this amount in any case always remains limited to a maximum of the amount that the insurer pays out to NextportChina in such cases. With refund of that amount, NextportChina has also directly satisfied any annulment provision.
8. All claims of the principal against NextportChina expire twelve months after the work those claims concerns has been done, unless these claims expire earlier by law.
9. Nothing in these general terms and conditions limits the liability of NextportChina for damages as a result of intent or gross negligence by NextportChina.

Article 7. General provisions

1. NextportChina can change these general terms and conditions at any time. The changed terms and conditions are applicable to all future agreements or, in the case that an agreement is entered into for an indefinite period, at the moment that NextportChina provides the changed terms and conditions to principal and the principal makes no objection in writing.
2. NextportChina and the principal will keep strictly secret all confidential information (such as e.g. company know-how, technical information, information about suppliers, customers, users, visitors and other contacts, software, programming, guidelines, payment details, information about business processes) about each other that they have obtained in the context of the agreement, and will not use or make public such information without prior written consent from the other party.
3. It is not permitted for NextportChina and the principal, without prior written consent from the other party, to transfer this agreement or the rights and obligations resulting from this agreement, including licensing, to third parties.
4. Changes and additions to the agreement can only be agreed to in writing.
5. In the event of a conflict between these general terms and conditions and the agreement, the agreement prevails.
6. If NextportChina does not exercise or maintain any rights or authorities granted to NextportChina by the law, agreement or these general terms and conditions, wholly or partially and whether or not temporarily, silently or expressly, that does not affect NextportChina's right to immediate and strict compliance.
7. The nullity or nullification, for whatever reason, partially or wholly, of any provision of the agreement or these general terms and conditions does not affect the validity of the other provisions. The relevant (parts of that) provision will be, in consultation between NextportChina and the principal, converted by operation of law to a permissible provision that most corresponds in content and scope.
8. Exclusively Dutch law applies to the agreement.
9. All disputes resulting from or connected with the agreement will initially exclusively be submitted to the competent court in Amsterdam, with prejudice to the right of NextportChina to submit that dispute to another court, all unless mandatory law requires otherwise.

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