

WeGoEU General Terms and Conditions Services

1. CONFIDENTIAL INFORMATION

- 1.1. Each Party shall refrain from disclosing to third parties any provisions contained in this Agreement and any data and information that they obtain in any form whatsoever from each other for the purpose of the Agreement and their further cooperation, including but not confined to mutually exchanged confidential business, technical and other data and information, or information that originates from the other Party and that they know or should reasonably know to be of a confidential nature (the “**Confidential Information**”).
- 1.2. Both Parties shall protect the confidentiality of Confidential Information in the same way that they protect their own confidential information. Each Party shall ensure that such data and information are provided only to those employees who need access to the data and information for performance of the Agreement. On termination of the Agreement Parties shall either destroy or return to the other Party in a way to be agreed the information and data that they made available to each other.
- 1.3. Each Party shall ensure that Confidential Information is used solely for the purpose for which it was provided and/or is necessary to meet obligations under this Agreement.
- 1.4. The obligations set out in Article 1.1, 1.2 and 1.3 shall not apply to Confidential Information which:
 - 1.4.1. Parties lawfully obtained prior to this Agreement from third parties without any duty of non-disclosure;
 - 1.4.2. after establishment of this Agreement (i) is made known by a Party to third parties without any restriction, (ii) a Party lawfully obtained from third parties without any duty of non-disclosure, (iii) is in the public domain without such publication resulting from a breach of this Agreement, or (iv) a Party independently developed without reliance on Confidential Information of the other Party.
 - 1.4.3. is disclosed pursuant to and in accordance with a relevant statutory or regulatory obligation, including obligations related to a listing on an official stock exchange and obligations relating to payment of taxes.
Or
 - 1.4.4. is disclosed to tax authorities and/or advisors in order to coordinate WeGoEU’s VAT-position.
- 1.5. The provisions made in article 1 shall continue to apply in full for a period of twenty-four (24) months after the Agreement ends.
- 1.6. The Partner indemnifies, defends and hold harmless WeGoEU against and compensates WeGoEU for all claims and costs arising from any actions stemming from or in connection with a claim that the content supplied and/or services performed or any part thereof and/or the commercial use thereof by WeGoEU within its business operations, directly or indirectly or partly infringes the intellectual property rights of any third party or results in the unlawful disclosure, unlawful use (hereafter the “**Infringement**”), on condition that WeGoEU notifies Partner within a reasonable time frame of the Infringement and (to the extent it is mutually agreed in writing between the Parties) involves Partner in the defense and the negotiations connected with an arrangement or settlement.

2. INTELLECTUAL PROPERTY

- 2.1. This Agreement does not provide for any transfer between Parties of any intellectual or other property rights. All intellectual property rights, including but not confined to any methods, tools and similar that may be used or made available by Parties for the purpose of the Project, shall be vested and shall remain vested in the party that makes them available or holds the rights to them.
- 2.2. Without prejudice to the provisions made in article 2.1, Parties shall have the right to use in their business activities any ideas, concepts and know-how that they acquired in the Project and that remains in the minds of their employees.

3. PUBLICITY

- 3.1. Neither Party shall mention the Agreement or its role in the Project either in publications or in other devices without the prior written consent of the other Party.

4. LIABILITY

- 4.1. Neither Party shall be liable towards the other Party for any kind of business damage such as damage caused by lost profits or unachieved savings or any other kind of indirect or consequential damage, even if they were made aware of the possibility of such damage.
- 4.2. Subject to article 4.3 below, both Parties shall indemnify and keep indemnified the other Party against all claims, demands, damages, penalties and losses which have arisen against or were incurred by the other Party which were directly caused by any act, omission, delay, neglect or default under this Agreement by the indemnifying Party or any of its agents or employees.
- 4.3. Except and insofar as such claim or legal action is attributable to willful recklessness or intent, the liability of a Party for direct damage, other than the damage mentioned in article 9.1, shall be limited to an amount of €10.000.- per event or series of events.

5. PRIVACY

- 5.1. Both Parties guarantee reciprocally proper compliance with all Dutch and international privacy and data protection laws in so far as non-compliance affects the other parties interests. The parties will hold each other harmless against each and every claim in respect hereof.
- 5.2. WeGoEU is the controller (as defined in the applicable privacy laws and regulations) of customer data that has been received via the WeChat Go EU Platform.
- 5.3. Merchant shall provide to WeGoEU access to all transaction data and Merchant agrees that WeGoEU uses such data for invoicing and for creating statistical and aggregated reports, which WeGoEU may use for its own business purposes such as marketing.

6. OTHER PROVISIONS

- 6.1. Notifications required under or concerning this Agreement and/or the relationship between Parties, including written communication about the Agreement, shall be valid only if sent by letter, email and/or fax (unless otherwise agreed by Parties in writing).
- 6.2. Neither Party may in any way assign to a third party any of its rights or obligations under this Agreement without the prior written consent of the other Party. Without prejudice to the foregoing, each Party shall have the right, subject to prior written notice of at least thirty days, to assign any of its rights or obligations under this Agreement to a company with which it forms part of a group.
- 6.3. Amendments and additions to this Agreement may be made only in writing by means of a written statement signed by both Parties.
- 6.4. Parties represent that they are independent contracting parties. Neither Party can bind the other Party or act on behalf of the other Party. Nothing in this Agreement is construable as an intention to establish a joint enterprise. Each Party shall refrain from acts or omissions capable of giving third parties the impression that they may or can act on behalf of the other Party other than as expressly agreed in this Agreement.
- 6.5. This Agreement (together with its annexes) constitutes the entire agreement reached between Parties to date with regard to their cooperation in the Project and supersedes all prior written and oral arrangements and correspondence concerning its subject matter.
- 6.6. Any provision of this Agreement found to be in breach of applicable legislation or otherwise unenforceable shall not in any way impair its other provisions. In such cases Parties shall constructively consult with each other to amend the affected provision in line with the original intention of Parties.