



## **General terms and conditions of Aqa.earth, tradename of EasyMeasure Developments B.V.**

### **Article 1. General**

1. These terms and conditions are applicable on each offer, designated offer and agreement between EasyMeasure Developments B.V., operating under its tradename Aqa.earth and registered at the Dutch Chamber of Commerce with number 32155639, hereinafter: "EMD", and a Counterparty, to which EMD has declared these terms and conditions applicable, insofar from these terms and conditions has not been deviated by parties explicitly and in writing.
2. The present terms and conditions are also applicable on agreements with EMD, for the execution of which by EMD third parties must be involved.
3. These General terms and conditions are also written for the employees of EMD and its board of directors.
4. The applicability of possible terms and conditions of purchase or other terms and conditions of the Counterparty is explicitly rejected.
5. If one or more stipulations in these General Terms and Conditions on any moment in whole or in part are invalid or should be invalidated, then the other stipulations in these General Terms and Conditions shall remain fully applicable. EMD and the Counterparty shall then enter into consultation, in order to agree new stipulations for the replacement of the invalid or invalidated stipulations, whereby as much as possible the purpose and the tenor of the original stipulations will be observed.
6. If ambiguity exists concerning the interpretation of one or more stipulations of these General Terms and Conditions, then the interpretation must take place 'to the spirit' of these stipulations.
7. If between parties a situation occurs that is not regulated in these General Terms and Conditions, then this situation must be assessed according to the spirit of these General Terms and Conditions.
8. If EMD does not each time request strict compliance with these terms and conditions, then this does not mean that the stipulations thereof are not applicable, or that EMD would lose any degree the right to request in other instances the strict compliance with the stipulations of these terms and conditions.

### **Article 2. Designated offers and offers**

1. All designated offers and offers of EMD are non-binding and remain valid during the period stated in the designated offer or not more than for a period of 4 weeks.
2. EMD cannot be held to his designated offers or offers, if the Counterparty reasonably can understand that the designated offers or offers, or a part thereof, contain an obvious mistake or typo.
3. The prices stated in a designated offer or offer are exclusive of VAT and other levies by the government, possible costs to be made in the framework of the agreement, including travel and board, shipment and administration costs, unless stated otherwise.
4. If the acceptance (whether or not on subordinate points) deviates from the offering included in the designated offer or the offer, then EMD is not bound thereto. The agreement is then not concluded in accordance with this deviating acceptance, unless EMD states otherwise.
5. A composed price statement does not oblige EMD to the execution of a part of the commission against a related part of the stated price. Offers or designated offers do not automatically apply for future orders.



### **Article 3. Contract duration; delivery terms, execution and change agreement**

1. If for the completion of certain activities or for the delivery of certain goods a term has been agreed or stated, then this is never a fatal term. Upon exceeding of a term, the Counterparty must therefore declare EMD in writing in default. EMD must thereby be granted a reasonable term to give execution after all to the agreement.
2. If EMD requires data of the Counterparty for the execution of the agreement, then the term of execution does not start sooner than after the Counterparty has made these available correctly and completely to EMD.
3. The Counterparty is obliged to take off the goods on the moment that these are made available to him. If the Counterparty refuses take-off or is negligent with the provision of information or instructions that are necessary for the delivery, then EMD is authorized to store the goods for the account and risk of the Counterparty.
4. EMD has the right to let certain activities be executed by third parties.
5. If the agreement is executed in phases, then EMD can suspend the execution of those parts that belong to a following phase, until the Counterparty has approved the results of the phase prior thereto in writing.
6. If during the execution of the agreement, it shows that it is necessary for a proper execution thereof to change this or extend this, then parties shall timely and in mutual consultation proceed to modification of the agreement. If the nature, scope or content of the agreement, whether or not upon request or direction of the Counterparty, of the competent authorities etcetera, is changed and the agreement is changed because of it in qualitative and/or quantitative perspective, then this can also have consequences for what was agreed originally. Because of it, the originally agreed amount can be increased or decreased. EMD shall give thereof as much as possible a price statement in advance. By a change of the agreement can furthermore, the originally stated term of execution be changed. The Counterparty accepts the possibility of change of the agreement, including the change in price and term of execution.
7. If the agreement is changed, including an addition, then EMD is authorized to give thereto firstly execution, after thereto approval is given by the person authorized within EMD and the Counterparty has agreed with the price and other terms and conditions stated for the execution, including the moment in time then to be determined on which thereto execution shall be given. The non- or not immediate execution of the changed agreement renders no default of EMD and is for the Counterparty neither a basis to cancel the agreement. Without coming therewith in default, EMD can refuse a request to change of the agreement, if this from a qualitative and/or quantitative perspective could have consequences, for instance for the activities to be executed or goods to be delivered in that framework.
8. If the Counterparty should come in default in the proper compliance with what whereto he is required towards EMD, then the Counterparty is liable for all damage (including costs) at the side of EMD merged because of it directly or indirectly.
9. If EMD agrees with the Counterparty a fixed price, then EMD is nevertheless at all times authorized to increase of this price without that the Counterparty in that case is authorized to dissolve the agreement to that reason, if the increase of the price derives from an authority or obligation as a consequence of the law or regulations or finds its cause in an increase of the price of raw materials, wages etcetera or on other grounds that at the time of the conclusion of the agreement were reasonably not foreseeable.
10. If the price increase otherwise than as a consequence of a change of the agreement amounts to more than 10% and takes place within three months after the conclusion of the



agreement, then it is solely the Counterparty that has a claim on title 5 section 3 of Book 6 Dutch Civil Code, authorized to dissolve the agreement by a written declaration, unless EMD is then after all willing to execute the agreement on basis of the originally agreed, or if the price increase derives from an authority or an obligation resting on EMD as a consequence of the law or if has been stipulated that the delivery shall take place longer than three months after the purchase.

#### **Article 4. Suspension, dissolution and in-between cancellation of the agreement**

1. EMD is authorized to suspend the compliance with the obligations or to dissolve the agreement, if:
  - the Counterparty does not, not completely or not timely comply with the obligations from the agreement;
  - circumstances come to the knowledge after the conclusion of the agreement give EMD good ground to fear that the Counterparty shall not comply with the obligations;
  - the Counterparty at the conclusion of the agreement, has been requested to provide surety for the compliance with his obligations from the agreement and this surety remains absent or is insufficient;
  - if by the delay at the side of the Counterparty cannot be required any longer of EMD that he shall comply with the agreement against the originally agreed conditions, then EMD is authorized to dissolve the agreement.
2. Furthermore, EMD is authorized to dissolve the agreement, if circumstances occur which are of such nature that compliance with the agreement is impossible or if otherwise circumstances occur that are of such nature that an unchanged maintaining of the agreement in reasonableness cannot be required of EMD.
3. If the agreement is dissolved, then the claims of EMD on the Counterparty are immediately payable upon demand. If EMD suspends the compliance with the obligations, then he retains his claims from the law and agreement.
4. If EMD proceeds to suspension or dissolution, then he is in no manner whatsoever required to compensation of damage and costs, emerged because of it in any manner.
5. If the dissolution is imputable to the Counterparty, then EMD is entitled to compensation of the damage, including the costs, emerged because of it directly and indirectly.
6. If the Counterparty does not comply with his obligations deriving from the agreement and this non-compliance justifies dissolution, then EMD is authorized to dissolve the agreement immediately and with direct effect without any obligation from his side to payment of any compensation of damages or indemnification, while the Counterparty, on the basis of default, however is obliged to compensation of damages or indemnification.
7. If the agreement is cancelled in-between by EMD, then EMD shall in consultation with the Counterparty arrange for a transfer of activities yet to be executed to third parties. This, unless the cancellation is imputable to the Counterparty. If the transfer of the activities brings along extra costs for EMD, then these will be brought into account to the Counterparty. The Counterparty is required to pay these costs within the term mentioned thereto, unless EMD states otherwise.
8. In case of liquidation, of (filing for) suspension of payment or bankruptcy, of attachment - if and insofar the attachment is not relieved within three months - against the Counterparty, of debt sanitation or another circumstance because of which the Counterparty cannot dispose any longer freely over his capital, then the EMD is at liberty to cancel the agreement immediately and with direct effect or to cancel the order or agreement, without any obligation from his side to payment of any compensation of damages or indemnification.



The claims of EMD on the Counterparty are in that case immediately payable upon demand.

9. If the Counterparty cancels a placed order in whole or in part, then the goods ordered or made ready thereto, increased with the possible costs for supply and removal and the labor time reserved for the execution of the agreement, shall be brought into account integrally to the Counterparty.

#### **Article 5. Force Majeure**

1. EMD is not required to the compliance with any obligation towards the Counterparty if he is hindered thereto as a consequence of a circumstance that is not imputable to fault, and neither on the basis of the law, a legal act or opinions in society, come for his account.
2. Under Force Majeure shall in these General Terms and Conditions be understood, in addition to what in that regard in the law and jurisprudence is understood, all external causes, foreseen or not-foreseen, on which EMD can exercise no influence, but because of which EMD is not able to comply with his obligations. Work strikes in the enterprise of EMD or of third parties included. EMD has also the right to claim Force Majeure, if the circumstance that hinders (further) compliance with the agreement, emerges after EMD should have complied with his legal obligation.
3. EMD can, during the period that the Force Majeure continues, suspend the obligations from the agreement. If this period lasts longer than two months, then each of the parties is authorized to dissolve the agreement, without obligation to compensation of damage to the other party.
4. To the extent that EMD at the time of the emergence of Force Majeure has complied by then complied with his obligations from the agreement in part, or shall be able to comply with these, and to the part complied with respectively to be complied with an independent value belongs, then EMD is authorized to invoice the part already complied with respectively part to be complied with, separately. The Counterparty is required to pay this invoice, as if there were an instance of a separate agreement.

#### **Article 6. Payment and collection costs**

1. Payment must take place within 14 days after date of the invoice, in a manner to be designated by EMD in the currency in which is invoiced, unless stated otherwise in writing by EMD.
2. If the Counterparty remains in default with the timely payment of an invoice, then the Counterparty is in default by law. The Counterparty is then liable to pay an interest of 1% per month, unless the lawful interest is higher, in which case the lawful interest is due. The interest over the due amount shall be calculated from the moment that the Counterparty is in default till the moment of payment of the complete due amount.
3. EMD has the right to let the payments made by Counterparty serve in the first place for the reduction of the costs, subsequently for the reduction of the appeared interest and finally for the reduction of the principal sum and the current interest.
4. EMD can, without coming into default because of it, refuse an offer to payment, if the Counterparty designates another order for the allocation of the payment. EMD can refuse full Redemption of the principal sum, if thereby not also the appeared and current interest and collection costs will be paid.
5. The Counterparty is never authorized to set-off the amounts due by him to EMD.



6. Objections against the height of an invoice do not suspend the payment obligation. The Counterparty that has no claim to section 6.5.3 (the articles 231 to 247 book 6 Dutch Civil Code) is neither authorized to suspend the payment of an invoice for another reason.
7. If the Counterparty comes short or is in default in the (timely) compliance with his obligations, then all reasonable costs for obtaining satisfaction out-of-court come for the account of the Counterparty. The out-of-court costs will be calculated on the basis of what is customary in the Netherlands' collection practice, currently the calculation method according to the so-called Rapport Voorwerk II. If EMD however has made higher costs for the collection that were reasonably necessary, then the costs actually made are eligible for compensation. The in-court and execution costs possibly made shall also be recovered from the Counterparty. The Counterparty is also liable to pay interest over the due collection costs.

#### **Article 7. Retention of title**

1. All goods delivered by EMD in the framework of the agreement, remain property of EMD until the Counterparty has properly complied with all obligations from the agreement(s) concluded with EMD.
2. Goods delivered by EMD, that as a consequence of section 1 fall under the retention of title, may not be sold onward and may never be used as a payment instrument. The Counterparty is not authorized to put a lien on the goods falling under the retention of title, or to encumber these in any other manner.
3. The Counterparty must each time do all what reasonably may be expected of him, to secure the property rights of EMD.
4. If third parties put an attachment on the goods delivered under retention of title or wish to vest or claim rights thereon, then the Counterparty is obliged to notify EMD thereof immediately.
5. The Counterparty obliges himself to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to give the policy of this insurance upon first request to EMD for viewing. Upon a possible pay-out of the insurance, EMD is entitled to these monies. To the extent necessary, the Counterparty commits himself towards EMD in advance to grant his co-operation to all what in that framework should (prove to) be necessary or desirable.
6. In case EMD wishes to exercise his property rights designated in this article, the Counterparty gives in advance unconditional and non-revocable permission to EMD and third parties to be designated by EMD to access all those places where the properties of EMD are located and to take back those goods.

#### **Article 8. Warranties, inspection and reclamation, statute of limitations**

1. The goods to be delivered by EMD, meet with the usual requirements and norms that can be put thereto reasonably on the moment of delivery, and for which they are destined upon normal use in the EU. The warranty mentioned in this article is applicable to goods that are destined for the use within the EU. In case of use outside the EU, the Counterparty must verify whether the use thereof is suitable for the use there and comply with the terms and conditions that are set thereto. EMD can in that case set another warranty and other terms and conditions concerning the goods to be delivered or activities to be executed.
2. The warranty mentioned in section 1 of this article applies for a period of 1 year after delivery, unless from the nature of the delivered derives otherwise or parties have agreed otherwise. If the warranty provided by EMD concerns a good that was produced by a third



party, then the warranty is limited to that which is provided by the producer of the good, unless stated otherwise.

3. Each form of warranty is forfeit, if a defect has emerged as a consequence of or derives from inexpert or improper use thereof or use after the sell by date, improper storage or maintenance thereto by the Counterparty and/or by third parties when, without written permission of EMD, the Counterparty or third parties have introduced changes to the good or have tried to introduce these, other goods were attached thereto, that should not be attached thereto, or if these were processed or treated in another than the prescribed manner. The Counterparty has neither a claim to warranty, if the defect has emerged by or is the consequence of circumstances on which EMD can exercise no influence, including weather conditions (such as for instance but not solely, extreme rainfall or temperatures) etcetera.
4. The Counterparty is required to (let) examine the delivered, immediately on the moment that the goods are made available to him, respectively the concerned activities have been executed. Thereby, the Counterparty is required to examine whether quality and/or quantity of the delivered complies with what is agreed and complies with the requirements that parties have agreed in that regard. Possible visible defects must be reported within seven days after delivery in writing to EMD. Possible non-visible defects must immediately, but in any case, no later than within fourteen days, after discovery thereof, be reported in writing to EMD. The report must contain a description of the defect as detailed as possible, so that EMD is able to respond adequately. The Counterparty must enable EMD to (let) examine a complaint.
5. If the Counterparty makes a timely reclamation, then this does not suspend his payment obligation. The Counterparty remains in that case also required to take-off and payment of the goods ordered otherwise.
6. If of a defect a later report is made, then the Counterparty has no right anymore to repair, replacement or indemnification.
7. If it has been established that a good is defective and in that regard a timely reclamation has been made, then EMD shall, at the discretion of EMD, replace the defective good within a reasonable term after the return receipt thereof or, if returning is reasonably possible, written notification concerning the defect by the Counterparty, or arrange for repair thereof or pay substitute compensation thereto to the Counterparty. In case of replacement, the Counterparty is required to return the good to be replaced to EMD and to grant the property thereof to EMD, unless EMD states otherwise.
8. If it is established that a complaint is unfounded, then the costs emerged because of it, including the examination costs, emerged at the side of EMD because of it, shall come integrally for the account of the Counterparty.
9. After expiry of the warranty period, all costs for repair or replacement, inclusive of administration, shipment and show-up costs, shall be brought into account to the Counterparty.
10. In deviation of the lawful statutes of limitation, is the statute of limitations of all claims and defences towards EMD and the third parties involved by EMD in the execution of an agreement, one year only.

#### **Article 9. Liability**

1. If EMD should be liable, then this liability is limited to what is regulated in these stipulations.
2. EMD is not liable for damage, of whichever nature, emerged because EMD has relied on incorrect and/or incomplete data provided by or on behalf of the Counterparty.



3. If EMD should be liable for any damage, then the liability of EMD is limited to the maximum of the value of the invoice of the order, at least to that part of the order to which the liability relates.
4. The liability of EMD is in each case each time limited to the amount of the pay-out of his insurer in a prevalent case.
5. EMD is solely liable for direct damage.
6. Under direct damage will solely be understood the reasonable costs for the establishment of the cause and the scope of the damage, insofar the establishment concerns damage in the sense of these terms and conditions, the possible reasonable costs made to let the defective performance of EMD comply with the agreement, insofar these can be imputed to EMD and reasonable costs, made for the prevention or limitation of damage, insofar the Counterparty demonstrates that these costs have led to limitation of direct damage as referred to in these General Terms and Conditions.
7. EMD is never liable for indirect damage, including consequential damage, missed profit, missed savings and damage by enterprise stagnation.
8. If EMD delivers products, including sensors but not thereto limited, ("the Product"), that communicate with and/or transfer data to a website and/or webserver and/or other information carrier to which the Counterparty can login or from which the Counterparty otherwise can obtain information that is measured by the Product, then the Counterparty must assess whether the information to be obtained is critical for the conduct of enterprise of the Counterparty. If one or more products that are delivered by EMD, are critical for the conduct of enterprise of Counterparty, then the Counterparty must ensure for the being available at all times locally of the data that are produced by the Product of EMD. EMD can be held liable in no manner whatsoever for any damage emerged by the temporarily or long-term not being available and/or getting lost of data uploaded by any Product of EMD, for instance, but not limited thereto, by the not being online of a website where to the Product sends the data. If EMD has an Agreement with a legal person, "the Service provider", that arranges for the making available of the data uploaded by the Product, in the broadest sense of the word, then this Service provider can neither be held liable for any damage emerged by the temporarily or long-term not being available and/or getting lost of data uploaded by any Product of EMD.
9. If the Product of EMD is applied by the Counterparty for the generating alarm notifications, and/or the direction of equipment, such as, but not limited thereto, for the dosing of chemicals, then the Counterparty must establish and approve upon final delivery of the product, the correct working of the Product. Furthermore, the Counterparty must ensure that direct and indirect damage by the becoming defective of the Product, will be prevented at all times. EMD and/or Service provider cannot be held liable for direct and/or indirect damage by the Product becoming defective.
10. The limitations of the liability recorded in this article, do not apply if the damage is due to wilful intent or gross fault of EMD or his managing subordinates.

#### **Article 10. Risk-transfer**

1. The risk of loss, damaging or reduction of value is transferred to the Counterparty on the moment on which goods delivered to the Counterparty, have been brought under control of the Counterparty.



### **Article 11. Safeguard**

1. The Counterparty safeguards EMD from possible claims of third parties, that in connection with the execution of the agreement, suffer damage and of which the cause is imputable to others than to EMD.
2. If EMD is held liable on that basis by third parties, then the Counterparty is required to assist EMD both in and out-of-court and to do without delay all that which may be expected of him in that case. Should the Counterparty remain in default in taking adequate measures, then EMD is, without notification of default, authorized to proceed hereto by himself. All costs and damage at the side of EMD and third parties emerged because of it, shall come integrally for the account and risk of the Counterparty.

### **Article 12. Intellectual property**

1. EMD reserves the rights and authorities that belong to him on the basis of the Dutch law Auteurswet and other laws and regulations concerning intellectual property. EMD has the right to use the knowledge increased at his side by the execution of an agreement, also for other purposes, insofar hereby no strictly confidential information of the Counterparty is brought to the knowledge of third parties.

### **Article 13. Privacy**

1. EMD will treat all Counterparty information confidentially and use it only for e-mail communication on sensor or license orders, sensor maintenance and for the shipping of ordered sensors to the address provided to EMD. EMD acts in line with the EU directive 95/46/EC on the protection of individuals with regard to the processing of personal data. Further, EMD only uses servers that are physically located in the EU.
2. EMD sensors that are equipped with a GPS produce sensor data containing the GPS coordinates of each sensor and a time stamp of the data. EMD will use the GPS coordinates to assess the quality of the local living environment in which the sensors are installed. Also EMD will store the GPS data along with the sensor data in its databases for future analysis. These databases may become public when data are sold to stakeholders. To protect sensors installed at remote areas, EMD may decrease the resolution of the GPS data before sensor data are sold. EMD will never link personal data of the Counterparty to stored GPS data or other stored sensor data. The legal basis for storing the GPS data of sensors installed by the Counterparty is the justified interest to monitor water quality in the living environment where the sensors are installed.

### **Article 14. Ownership of sensor data and Counterparty license**

1. EMD is owner of all sensor data uploaded by a Counterparty sensor to the EMD servers / the Aqa.earth network.
2. Counterparty has a non exclusive, non transferable worldwide license to view, download and use the sensor data generated by the sensor.

### **Article 15. License to receive token rewards for uploading sensor data**

1. EMD may offer Counterparty a license to receive AQA token rewards for sharing the sensor data with EMD / the AQA.earth network.
2. In case Counterparty does not purchase a license for receiving token rewards, EMD will still facilitate the availability of the sensor data for Counterparty for a minimum of 8 years after the purchase date of the sensor. In that case, the AQA token rewards for uploading data to the EMD servers / Aqa.earth network will be paid to EMD.



#### **Article 16. Applicable law and disputes**

1. Solely the Laws of the Netherlands are applicable to all legal relations whereby EMD is a party, also if to a legal obligation execution will be given in whole or in part abroad or if the party involved in the legal relation has residence there. The applicability of the Vienna Purchase Treaty is excluded.
2. The court in the place of the legal seat of EMD is exclusively authorized to take knowledge of disputes, unless the law mandatorily prescribes otherwise. Nevertheless, EMD has the right to submit the dispute to the court competent according to the law.
3. Parties shall firstly turn to the courts, after they have made an utmost effort to resolve a dispute in mutual consultation.
4. Parties agree that, should in the future a conflict emerge, parties shall firstly choose professional mediation before taking the path through the courts.