

GENERAL TERMS AND CONDITIONS Of Bakery Academy V.O.F. at Winsum The Netherlands

Article 1. General

1.1 The terms and conditions set out below shall form part of the agreement concluded with us.

1.2 Our General Terms and Conditions shall apply in accordance with the most recent version and to all subsequent transaction without any need of express reference thereto or agreement thereon at the conclusion of such transaction.

1.3 We hereby object to any counter confirmation, counter offer or other reference by the customer to its General Terms and Conditions; any dissenting terms and conditions of the customer shall only apply if we have confirmed the same in writing.

Article 2. Offers

2.1 Offers placed by Bakery Academy shall not be regarded as accepted before these have been confirmed to us in writing. If we should fail to confirm an agreement in writing, which we have entered into verbally or in a telephone conversation, then the receipt of our invoice shall be regarded as confirmation.

Article 3. Payment

3.1 Invoices shall be paid no later than 28 days after the invoice date. Thereafter the customer is obliged to pay any accrued interests and costs of collecting payments.

3.2 Unless stated otherwise in writing, all amounts mentioned in an agreement by Bakery Academy or which are agreed upon verbally are exclusive VAT.

Article 4. Secrecy, Confidentiality

4.1 The customer shall keep secret know-how and data of Bakery Academy mentioned in the Agreements for the duration of the project and two (2) years thereafter or two (2) years from the date of the last offer whichever is the latest. Bakery Academy shall keep secret all know-how and data that it has been provided in writing or on behalf by the customer and which has been characterised as explicitly confidential, for two (2) years from the date on which its know-how and data have been received.

4.2 Any development or other work of Bakery Academy shall be kept secret by the customer, unless its development has not been part of the respective agreement. Any obligation to secrecy is not applicable to Bakery Academy, if Bakery Academy pursuant to the stipulation as per articles 8.2 and 8.3 hereof, will proceed to submit patent application.

4.3 This obligation to secrecy holds for a period of two (2) years after the date of sending the written report, as meant in article 6 hereof unless Bakery Academy and the customer have agreed on another term.

4.4 The obligation to secrecy described in articles 4.1 and 4.2 hereof is not applicable to:

- a) know-how, data and results that are already in the possession of the receiving party at the moment the receiving party is informed of the know-how and data concerned,
- b) know-how, data and results that were or have become publicly known without being the result of any action or failure or breach of the receiving party,
- c) know-how, data and results that have been lawfully obtained from a third party by the receiving party,
- d) know-how and data that have been obtained through Bakery Academy's own research and development without making use of know-how data and results to be kept secret that have been provided by the customer.
- e) that part of the results that refers to the analysis or measuring methods, methods of working, techniques and recipes, unless the customer has been given right of exclusive use with regard to the results

4.5 The customer shall keep secret the part of the results that refers to analysis or measuring methods, methods of work, techniques, recipes, unless the customer has been given the right of exclusive use of such result.

Article 5. Obligation of the customer

5.1 The customer shall, as soon as possible after signing the Agreement give Bakery Academy all information and necessary material and instruments Bakery Academy needs for performing the work free of charge. The customer shall supply all information regarding materials and raw materials that is of importance for preventing injury or damage with special emphasis on the hazardous and dangerous aspects.

5.2 The customer, or his authorized representative can be present at the execution of the work, if the customer and Bakery Academy have agreed this on in advance.

Article 6. Reporting

6.1 The execution of the work will be concluded by a written report to be sent by Bakery Academy to the customer, describing the results and conclusions from the work.

Article 7. Intellectual property rights

7.1 The customer will be the sole owner and will have the exclusive, transferable right of use of the results as described in the Agreement, as far as the results consist of data.

7.2 All data, methods, technologies and recipes that Bakery Academy possessed before the start of the project belongs to Bakery Academy and Bakery Academy will remain the sole owner of these rights. If needed, the customer may obtain a license for use on conditions to be agreed.

7.3 The customer will get a non-exclusive, non-transferable right of use of methods and technologies (e.g. measuring methods, methods of work, technologies and recipes) unless the development of these methods and technologies are the explicit aim of the project and all (outstanding) invoices of Bakery Academy have been fully and irrevocably paid. Bakery

Academy -in all cases- will have the right to use these methods and technologies for itself and for third parties. In case the customer and Bakery Academy have agreed that the customer has the right to an exclusive, transferable use of results of the project, Bakery Academy has the right to use the results exclusively for itself. Both during and after the period during which Bakery Academy, pursuant to article 4.2. is obliged to secrecy, Bakery Academy has the right to use for itself.

7.4 If the customer will make use of his right to grant sub licenses to third parties as described in article 7.3 hereof, the customer and Bakery Academy shall agree upon a compensation to be paid to Bakery Academy for this sub license.

7.5 The right of use as per article 7.1 and 7.3 hereof is only applicable from the time when Bakery Academy has received complete payment for the work executed.

7.6 Both during and after the period during which Bakery Academy pursuant to article 4.2, is obliged to secrecy, Bakery Academy has the right to use for itself and third parties, or put at the disposal of third parties.

a) know-how and data present at Bakery Academy on acceptance of the order.

b) results of the work outside the area of the order.

c) know-how, data and results of the work with regard to which, pursuant to what has been laid down in Article 4.3 no obligation to secrecy is applicable.

7.7 The customer is not allowed to use results from reports of work done by Bakery Academy for submitting a claim for damages against third parties, for starting legal proceedings and the preparatory actions connected with them and for advertising nor to use the name of Bakery Academy in any connection, unless upon prior written permission from Bakery Academy.

7.8 Reports, drawings and other tangible matters resulting from work done for the customer are the property of the customer, but Bakery Academy keeps the copyright and other intellectual rights of ownership with regard to the afore mentioned reports, drawings and tangible matters. The customer will refer to the relevant authors of Bakery Academy in publications.

Article 8. Protection of know-how

8.1 The customer has the right to apply for patent protection in his name and his expense for the results meant in article 7.1 above. The customer shall mention as inventor in the patent application all the relevant Bakery Academy employees.

8.2 Bakery Academy has the right to apply for patent protection in its own name and at its own expense for the results meant in article 7.3 above, unless Bakery Academy and the customer have agreed otherwise in writing.

8.3 If the customer makes no use of his right pursuant to article 8.1 above, he shall inform Bakery Academy in writing within three (3) months in which case Bakery Academy has the right to file such patent application in its own name and its own expense, unless the customer can clearly demonstrate that such patent application seriously impairs his business objectives.

Article 9. Liability

9.1 Bakery Academy is liable only for the direct damage that the customer suffers through an accountable shortcoming of Bakery Academy in the execution of the work however only to the maximum amount that has been invoiced by Bakery

Academy to the customer, or a lesser amount which is established by the liability insurance of Bakery Academy which is covering the case concerned. Liability is specifically excluded insofar customer executes or applies the work/ advice of Bakery Academy in a way other than explicitly indicated by Bakery Academy.

9.2 The completion of the project implies that the customer has renounced any right to appeal to any further liability of Bakery Academy, other than as described in article 9.1. The customer also indemnifies Bakery Academy from any claims against third parties, unless gross debt or evil intent of Bakery Academy is proven. The amount of liability is restricted by the amount which Bakery Academy has invoiced/ has been paid.

9.3 Bakery Academy does not accept any liability for damages that arise from results that are not eligible for patenting, or in application of the results of infringements of the intellectual property or license rights of third parties.

9.4 Bakery Academy does not accept liability for direct or indirect damages of the customer or his staff occurring during stay on the Bakery Academy premises,...

9.5 Bakery Academy does not guarantee the completeness of the research for (patent) literature and/or market surveys it carries out in conjunction with the project.

9.6 Claims towards Bakery Academy for direct or indirect damages arising out of a project carried out by Bakery Academy expire within a year after sending the written report, if Bakery Academy has not been notified of such a claim in writing, unless the customer proves it was impossible for him to comply with his duty to report within the term stated.

Article 10. Final provisions

10.1 If the work ordered by the customer is prematurely terminated by mutual agreement, the provisions in articles 7, 8 and 9. hereof apply to the results obtained until then. All expenses incurred, obligations and agreements made until then are to be paid by the customer.

10.2 If an exemption or permit necessary for the execution of the work is revoked, the execution of the work is terminated. In that case, the customer owes the costs incurred at the moment of termination. The damage suffered by the customer as a result of such termination has to be paid by the customer.

10.3 If the customer does not fulfil any essential obligation that is imposed on him pursuant to these General Terms and Conditions and after having been declared in default thereof as it has still not complied within a reasonable term mentioned in the proof of default, he loses any right to the results of the work performed by Bakery Academy, without prejudice to the right of Bakery Academy to claim compensation of damages suffered and still to be suffered.

10.4 The agreement shall be governed and construed in accordance with Dutch law. The competent Court at Groningen, the Netherlands, shall settle disputes between the customer and Bakery Academy that cannot be solved by mutual agreement.

10.5 The invalidity of any provision of these general terms shall not affect the validity of the other provisions. Invalid provisions shall be deemed to be replaced by such valid provisions which shall be suitable to implement the economic purpose of the deleted provision to the greatest extent possible.