

General Terms and Conditions Web3 Acquisition Group B.V., AMG Nederland B.V., AZTEQ Metaverse and xUniverse B.V., hereinafter referred to as: "AMG".

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1. GENERAL

1.1 With the publication of these Terms and Conditions on the website www.azteq.online of AMG Nederland BV and AZTEQ Metaverse all previous published Terms and Conditions of Web3 Acquisition Group, AMG Nederland BV, AZTEQ Metaverse and xUniverse BV (hereinafter referred to as "AMG") have lapsed. The above version number is from now on fully applicable.

1.2 Assignments and deliveries are exclusively carried out under the following conditions, unless expressly agreed otherwise in writing and confirmed in writing by AMG.

1.3 All orders and/or deliveries shall be deemed to be executed online or in Rosmalen and all payments shall be made there.

1.4 Agreements with AMG personnel do not bind AMG unless such agreements are confirmed in writing by an authorized representative of AMG.

1.5 The client accepts these General Terms and Conditions by giving an assignment of any kind to AMG, unless these terms and conditions have been expressly rejected by the client in writing and AMG agrees to them in writing. Reference by the client to its own (purchase) conditions or a standard clause in the assignment containing the exclusive effect of the (purchase) conditions of the client is never sufficient for this purpose.

1.6 If, with respect to certain subjects regulated in these General Terms and Conditions, deviations have been agreed upon in writing, these General Terms and Conditions shall remain in full force with respect to all other aspects of the order agreement.

1.7 These General Terms and Conditions shall apply to all agreements to be concluded by AMG with its clients and the obligations arising therefrom, to the exclusion of any other terms and conditions which may be declared applicable by clients, unless otherwise agreed in writing. A client shall mean any natural person or business entity that provides or wishes to provide AMG with an assignment to deliver or develop a product of AMG, further referred to as "solution". If AMG uses third party solutions, these General Terms and Conditions shall apply in full to the solution delivered by AMG to the client.

1.8 Conditions, stipulations, et cetera agreed with agents representatives or other intermediaries are invalid, unless agreed in writing with AMG.

1.9 Where in these General Terms and Conditions reference is made to "in writing", a message from the client by e-mail shall only be considered equivalent thereto if AMG in writing or by e-mail on

behalf of the board of management of AMG agrees to the contents thereof or actually implements what is stated in the concerning e-mail.

1.10 Outgoing emails from AMG, which state that no rights can be derived from this email, do not bind AMG in any way.

2. OFFERS

2.1 All offers are, unless expressly agreed otherwise in writing, without obligation. AMG is only bound after it has confirmed the assignment in writing.

2.2 If an assignment is offered by AMG to a client on the basis of subsequent calculation, the prices offered shall only serve as a guide price and the actual hours worked by AMG and/or third parties engaged by AMG and the actual costs and deliveries made by AMG shall be charged to the client.

2.3 In the event of composite quotations, AMG shall have no obligation - but shall be entitled - to deliver a portion at a corresponding portion of the price quoted for the entire assignment.

2.4 All prices quoted by AMG are exclusive of V.A.T., packaging, courier, dispatch, and installation costs, parking fees, et cetera and/or other taxes, charges or duties, including unforeseen costs, imposed on the solution and/or delivery and/or services as such, unless expressly agreed otherwise in writing.

2.5 The prices in AMG's offers shall apply only to the quantities specified in the offer and shall not apply to subsequent orders.

2.6 If information and data carriers have been supplied to AMG by the client for only part of the assignment to be performed, AMG shall not be obliged to pay a representative part of the agreed price for the whole, if it should appear that the part of the assignment for which no data have been supplied by the client requires proportionately more work than the part for which data have been supplied.

2.7 If an order does not go ahead after an offer has been made, AMG reserves the right to charge the client for the design, analysis and calculation costs incurred, if it can be said that the project has been studied in depth and, in that case, calculated in consultation with the client on a fair and reasonable basis.

2.8 With regard to all offered items, normal and/or customary tolerances shall apply in addition to what is stated in the offer, catalogs, brochures and the website of AMG. Minor deviations from the illustrations and/or descriptions contained in the offer, catalogs, brochures and website are therefore reserved. Such deviations shall never release the customer from his obligations arising from the order contract.

2.9 Changes to prices quoted, without prior notice and also after the order confirmation has been sent by AMG, are expressly reserved; AMG shall thus be entitled to pass on to the customer any increase(s) in purchase prices, wages, employer's contributions and/or other terms of employment, as well as increases in other rates, rights, charges, levies and taxes, as well as changes in exchange rates of foreign currencies and/or crypto currencies, which are demonstrably cost-increasing for AMG.

2.10 Any installation costs of the solution are only included in the quoted prices if this is expressly stated in the order contract.

2.11 Illustrations, descriptions, etc. attached to the offer, shown or communicated are only general representations. Changes, as a result of which the actual execution slightly differs from said models, illustrations or descriptions, but as a result of which no essential change is made to the functionality and/or the technical and/or aesthetic execution, shall not oblige AMG to any compensation and shall not entitle the client to refuse receipt and/or payment.

2.12 Offers and deliveries of non-standard solutions and/or software and customizations are based on data, as provided by the client and shall only relate to applications and specifications mentioned by AMG in writing. Discussions on the operation and content of such solutions and software shall be recorded in writing and signed for approval by both AMG and the client. In the absence of such a record, development of such non-standard solution or software and customization shall take place at the risk of the client. Changes to already approved records shall be charged extra by AMG to client on a post-calculation basis.

2.13 Development of non-standard solutions, software and custom work should be regarded as a best efforts agreement and not as a result agreement. All development costs, which could not have been foreseen when the offer was submitted and the contract was concluded and which arise as a result of changes in the specifications of the assignment caused by the client during the development or which may arise during the implementation of the developed solution, software or customized work, shall be charged to the client on the basis of subsequent calculation.

3. ASSIGNMENTS

3.1 For all orders not given in writing, the client may indicate in writing within 7 days that he wishes to cancel the order.

3.2 Changes in the execution of the assignment requested by the client must be notified to AMG in time and in writing. If they are notified verbally, by e-mail or by telephone, the implementation of the change is entirely at the client's risk, unless these changes are confirmed by AMG in writing.

3.3 If the client cancels all or part of the given order, the client is obliged to pay the full fee for the agreed service(s) or delivery(s).

3.4 Agreed services may be rescheduled free of charge up to ten days before the commencement of work; if rescheduled from ten to five days before the commencement of work, an additional 25% of the cost will be charged; if rescheduled within five days before the commencement, an additional 50% of the cost will be charged. Agreed services shall be taken within 1 year of assignment agreement; failing which the right to perform the services shall lapse, while the full agreed fee shall be payable to AMG.

3.5 Changes to the original order agreement, of whatever nature, made orally or in writing by or on behalf of the client, which cause higher costs than could have been anticipated at the time of the offer or the conclusion of the order agreement, will be charged to the client on the basis of subsequent calculation.

3.6 Changes and/or cancellations of assignments and/or orders made shall bind AMG only after written acceptance by AMG.

3.7 AMG reserves the right to carry out more activities than stated in the assignment contract and to charge these to the client on the basis of subsequent calculation, if these activities are in the interest of the client and/or for the proper execution of the assignment. Client will be informed immediately of the necessity of any additional work.

3.8 Assignments resulting in regularly repeating work, whether or not slightly different from each other, shall - unless expressly agreed otherwise - be deemed to have been given for an indefinite period of time.

3.9 When terminating an assignment for an indefinite period, each of the parties must observe a notice period of three months.

3.10 An assignment contract entered into for a definite period shall be tacitly renewed for the same period as initially agreed, unless the client or AMG terminates the assignment in writing no later than three months before the end of the contract period.

4. DELIVERIES/PERFORMANCE

4.1 In the event of delivery of data by the client, AMG shall not be liable for the incompleteness of delivered data, nor for the quality and/or correctness of such data, except in the event of fault or wilful misconduct on the part of AMG to be proved by the client.

4.2 Any partial delivery, including the delivery of parts of a composite order, may be invoiced by AMG to the client. In this case, the partial delivery shall be regarded as a stand-alone transaction and payment shall be made in accordance with the provisions of Clause 10.

4.3 Delays or delays shall not be at the expense of AMG, unless demonstrably caused by AMG's fault. All this without prejudice to the provisions of Clause 5.

4.4 Execution of the assignment shall take place within the period of time agreed upon in the assignment contract. If an assignment must be expedited, overtime and/or any additional costs incurred by AMG may be charged to the client on the basis of subsequent calculation. Stated or agreed delivery times shall never count as deadlines, even if delivery times have not been stated or agreed upon approximately. Exceeding the delivery time shall never oblige AMG to pay any compensation to the client and/or suspend the payment obligations of the client to AMG.

4.5 Any material and/or data to be processed by AMG shall be delivered on time at times to be indicated by AMG, carriage paid or digitally to an (email) address to be given by AMG.

4.6 Agreed terms shall only apply if and insofar as the material to be processed and the data required for the execution of the assignment are delivered to AMG at the agreed times and the activities to be performed by the client itself or by third parties at the client's expense are carried out on time. If, as a result of late delivery/performance of work by the client, the order can only be carried out by using extra transport, overtime, express delivery, etc., AMG shall be entitled to do so without prior consultation with the client and the resulting costs shall be charged by AMG to the client. In case of non-timely delivery of the above by the client, AMG is entitled to further fix the dates of delivery/delivery mentioned in the contract. The responsibility for checking the timely delivery of materials to be processed as well as the data required for the execution of the assignment lies with the client and never with AMG.

4.7 The delivery of the solution and/or software and/or customization only entitles the client to non-exclusive use thereof for the agreed number of users at the agreed locations.

4.8 All delivery times are always given by AMG by approximation and are not binding. The delivery period shall commence as soon as the order confirmation has been sent by AMG or the assignment has actually been commenced by AMG and all information and materials, if any, required in the opinion of AMG, have been provided to AMG by the client. Exceeding a delivery time shall never release the client from its obligations, as laid down in the assignment contract, nor shall it give the client the right to terminate the assignment contract and/or claim (or have a third party claim) damages.

4.9 If the exceeding of a delivery time is such that the client cannot reasonably be required to maintain the contract, the client is nevertheless entitled to cancel the order, provided that the client notifies AMG of this in writing, without prejudice to the right of AMG to deliver the relevant goods and/or services within four weeks after receipt of this notification. The client may demand that AMG forthwith decides whether or not AMG wishes to exercise this right.

4.10 Without AMG's express written consent, the client is not entitled to transfer its rights and/or obligations under the assignment contract to a third party without consultation with or notification to AMG.

4.11 The client shall make its own security copies of the software on its own systems. AMG can never be held liable for loss of data during or as a result of (maintenance) work or otherwise. This also applies to data which are under the management of AMG in a cloud environment.

4.12 If the client does not strictly comply with any obligation arising from an agreement with AMG, or if during the execution of an assignment or after the completion thereof it appears that the client has supplied incorrect data or has withheld information and/or data, AMG is entitled to suspend the performance of all obligations towards the client and even to terminate all agreements between AMG and the client in whole or in part, without notice of default and/or judicial intervention being required. AMG hereby retains the right to full compensation. All amounts owed by the client to AMG shall become immediately due and payable in full.

4.13 AMG is entitled to outsource the assignment or parts thereof, without consultation with or notification to the client, to third parties not employed by AMG, if AMG is of the opinion that this will benefit the proper and efficient execution of the assignment.

4.14 The client is not permitted - neither during the execution of the assignment, nor during a period of twelve months after the end of the assignment - to enter into an employment contract or any other business agreement in any way with workers employed by or on behalf of AMG on the client's premises, such under penalty of a non-mutable and immediately payable fine of 0.5 BTC per person per day that the breach continues. This is without prejudice to AMG's right to claim full damages.

4.15 AMG undertakes to carry out the agreed work and deliveries to the best of its knowledge and ability, but AMG shall never be liable for the non-realization or only partial realization of the objective pursued by the client.

4.16 If, during the execution of an assignment accepted by AMG, it appears that as a result of circumstances unknown to AMG or as a result of any force majeure, the assignment is not feasible in whole or in part, AMG is entitled to modify the assignment in such a manner that the execution of the assignment becomes possible. The additional or lesser costs incurred as a result of such an

amendment shall be settled between AMG and the client, whereas the client shall be obliged to compensate the work already performed by AMG, but which proved to be of no use.

4.17 If AMG delivers crypto currency to a client, to a business or to a private customer, this shall never be subject to a reflection period in view of the volatile value of crypto currency. The delivery of crypto currency is always subject to a separate agreement, which is not signed by the parties, but is binding once both parties have complied with the provisions of this agreement. AMG is never responsible for changes in value (even in extremo) of the crypto currency delivered by AMG, nor for the consequences on any grounds whatsoever of this change in value.

5. EXCEEDING OF DELIVERY TIME

5.1 If the progress in the execution of the activities of AMG is delayed through the fault of the client or by force majeure on the part of the client, AMG may invoice part of the price quoted for the entire order in proportion to the completed part as well as the costs already incurred for the entire order, on the instalments on which the client would have been invoiced if no delay had occurred. Should these periods not have been expressly agreed upon in advance, the aforementioned may be invoiced immediately upon expiry of the time normally required for the execution of the order in question.

5.2 Breakdowns at AMG as a result of force majeure (including any form of force majeure, in the broadest sense of the word and outside the direct sphere of influence of AMG), as well as non-delivery or late delivery of software to AMG by third parties, which disrupt the normal business operations of AMG and which delay the execution of the assignment or make it reasonably impossible, discharge AMG from complying with the agreed delivery period(s) and from the obligation to execute the assignment, without the client being able to claim any right to compensation of costs, damages or interest.

5.3 In the event of force majeure, AMG shall notify the client forthwith, in which case the client shall be entitled to cancel the order in writing for eight days after receipt of the said notification, but with the obligation to compensate AMG for the part of the order already executed and the deliveries already made. AMG is also entitled to invoke force majeure if the circumstance, which causes the force majeure, occurs after AMG should have delivered the solution.

6. SITE HOSTING/APPLICATION USE

6.1 Unless otherwise agreed in writing, an agreement for site hosting, application use and cloud services shall be entered into for a period of twelve months and shall be tacitly renewed for the same period at the end of this period. Termination of the (extended) agreement by the client must be received by AMG in writing at least three months before the end of the contract period.

6.2 AMG shall ensure availability of server(s) and network (except for an internet connection), in accordance with the agreed "service pack", whereby AMG shall make every effort to meet the agreements as optimally as possible. However, AMG does not accept any liability if the conditions, mentioned in the "service-pack" agreement cannot be realized at any time.

6.3 AMG is not liable for downtime or inaccessibility as a result of breakdowns in the Internet or at other suppliers, failure of electricity, etc.

6.4 The client is not permitted to use the application and/or the available disk space for:

6.4.1 acts and/or conduct contrary to the legal provisions, morals, Net etiquette or the guidelines of the Advertising Code Committee;

6.4.2 sending large amounts of unsolicited email with the same content and/or posting unsolicited message with the same content in large numbers of newsgroups on the Internet (spamming);

6.4.3 infringing on copyrighted works or otherwise violating intellectual property rights of third parties;

6.4.4 publishing or distributing punishable texts and/or visual and/or audio material, including child pornography and discriminatory statements;

6.4.5 sexual harassment or otherwise harassing persons;

6.4.6 penetrating other computers and/or sites on the Internet or intranet without explicit permission, breaking any security and/or gaining access by technical intervention using false signals or a false key or by assuming a false capacity (hacking);

6.4.7 splitting off (computer) processors that continue to run within AMG or the Internet after the (online) connection with AMG has been broken;

6.4.8 spreading computer viruses.

6.5 The client is not allowed to use the available disk or cloud space and/or software for the storage or distribution of erotic, pornographic, racist or inflammatory material, illegal software, illegal audio or visual media and similar material.

6.6 AMG is entitled in the following cases, without prior warning and without giving any reasons, to block the client completely for all use and/or to remove all the client's material from the server, without the client being able to claim any right to compensation and with the obligation to compensate AMG for all damage suffered by AMG or third parties as a result of the violation; unused subscription fees will be returned or settled:

6.6.1 if the client violates the provisions of articles 6.4 and/or 6.5 or if there is a serious suspicion of violation;

6.6.2 if (a part) of the client's internal or intranet site is or threatens to be the cause of AMG's server(s) becoming inaccessible;

6.6.3 if it appears that the client has provided false and/or incorrect personal or company information to AMG and/or its partners;

6.6.4 if it appears that the client and agreement has been entered into under false pretences;

6.6.5 if the client fails to meet its payment obligations and/or exceeds a payment term.

6.7 AMG has no involvement with information posted on the client's internet or intranet site or distributed by the servers and is not liable for any consequences thereof. Nor shall AMG be liable for the leakage or dissemination by the client of confidential information, intentionally or unintentionally.

6.8 The client is not permitted to rent an application or solution delivered and/or adapted and/or developed by AMG to third parties or to make it available to third parties in any other way.

6.9 If the amount of data traffic generated by the client exceeds the amount described in the agreement, AMG is entitled to adjust the rates accordingly.

6.10 AMG shall ensure a regular security copy of all files on the server(s) of AMG, but bears no responsibility for any loss of data and the resulting damage.

6.11 AMG is entitled, without prior notice, to (temporarily) take the solutions and/or applications and/or software used by the Client and provided by AMG out of use and/or to restrict the use thereof insofar as, in the opinion of AMG, this is necessary for maintenance and/or improvement of the solutions and/or applications and/or software.

6.12 The temporary unavailability or reduced availability of the solutions and/or applications and/or software shall never entitle the client to any refund of rental fees or any other right to compensation.

7. COMPLAINTS AND GUARANTEE

7.1 AMG is not liable for misprints, typing errors and/or ambiguities in offers, order confirmations and/or prospectuses, nor for the consequences thereof. In the event of a difference of opinion on the interpretation of offers, order confirmations and/or prospectuses, AMG's interpretation shall be binding.

7.2 The submission of complaints shall be made in writing to AMG within eight days after execution of an order.

7.3 Defects, which reasonably could not have been detected within the period mentioned in article 7.2, must be reported to AMG in writing immediately after detection, while the use of the solution and/or application and/or software by the client must be limited as much as possible.

7.4 Defects to a part of the delivered goods by AMG shall never give the client the right to reject the delivered goods as a whole.

7.5 The client shall render all cooperation desired by AMG for the investigation of the complaint, amongst other things - but not limited to - by supplying information and/or by giving AMG the opportunity to investigate the quality and/or quantity of the delivered goods at the site of the client. AMG is at all times entitled to demonstrate that the items delivered by AMG function properly in accordance with the order confirmation by making a test run on or with the aid of equipment and/or software belonging to AMG or to be designated by AMG.

7.6 If AMG considers the delivered goods to be defective, AMG shall have the choice either to replace or redeliver the delivered goods free of charge or to grant the client a discount on the agreed invoice amount.

7.7 AMG does not accept any responsibility for defects caused by or arising from the delivered goods through the fault or fault of the client or third parties, or through external causes.

7.8 AMG shall have no further obligations than those arising from these General Terms and Conditions; in particular, AMG shall in no case be liable for direct and/or indirect trading loss and/or consequential loss suffered by the client and/or third parties, which may arise as a result of the non-, incorrect or late execution of the order and/or delivery.

7.9 A complaint regarding certain activities or deliveries does not suspend the client's obligation to pay for those and/or other deliveries and/or activities.

7.10 For goods and/or activities delivered by third parties through the mediation of AMG, AMG is never obliged to provide a more extensive guarantee than the guarantee provided by the supplier to AMG.

7.11 If AMG replaces software or parts thereof to fulfil its warranty obligation, the client shall take the older version or parts thereof out of use and remove it from the systems and/or servers.

7.12 The warranty claim shall lapse if the client and/or third parties have made changes to the solution and/or application and/or software without the express written consent of AMG.

7.13 If AMG supplies standard software and/or components of third parties as part of the solution realized by AMG, AMG number is obliged to provide a further guarantee than the guarantee provided to AMG by the manufacturer of the component.

7.14 If software supplied by AMG is used by the client in combination with non-appropriated software or hardware, supplied by third parties, the client cannot claim any warranty obligations by AMG.

7.15 With regard to externally visible defects, no complaints are possible, other than immediately after delivery.

7.16 The client shall never be able to claim dissolution of an agreement between the client and AMG on the basis of a complaint or complaints.

8. LIABILITY

8.1 AMG shall never be liable for any damage, by whatever name and cause, other than as a result of intent or gross negligence by AMG. Such damage shall be proved by the client and any amount of compensation shall at all times be limited to a maximum amount of the amount mentioned in the order confirmation or a proportional part thereof.

8.2 AMG shall never be liable for business or consequential damage as a result of shortcomings of the goods delivered by or on behalf of AMG.

8.3 AMG shall never be liable for damage and/or consequential damage caused by injudicious or careless use, or use contrary to the instructions provided by or on behalf of AMG or the unsuitability of the delivered goods for the purpose for which the client purchased and/or used them.

8.4 AMG shall never be liable for any computer viruses on the information carriers supplied by AMG or on data and/or software brought in via the internet and/or intranet and/or the consequences thereof. The client shall test the supplied information carriers, data and/or software itself for the presence of computer viruses.

8.5 The client is obliged to indemnify and hold AMG harmless from and against all claims for the payment of damages instituted by third parties against AMG in respect of damage and/or consequential damage caused by or with the products delivered by AMG.

8.6 If an order for delivery or for execution of activities is given by two or more natural persons or legal entities, they shall each be severally liable for the full compliance with the obligation(s) arising from the agreement.

8.7 By giving an order for the development of software and/or a solution, the client declares that no copyright or intellectual property rights of third parties are infringed and the client indemnifies AMG

in and out of court against all consequences; both financial and any other consequence arising from the development of software and other delivered items.

8.8 Standard and non-standard software and solutions are provided "as is"(AS-IS); AMG shall not be liable for any damage and/or consequential damage caused by incorrect or improper use or functioning of the software and/or solution.

8.9 The Client is obliged to develop (or have developed) an acceptance test for non-standard software, customizations and precursors and test versions of new versions. AMG shall never be liable for defects and/or imperfections in the developed software and/or solutions, insofar as these have not come to light during the acceptance test.

8.10 The presence of errors in software which do not hinder the functionality of the software and/or solution shall never entitle the client to reject the relevant software and/or solution in full or in part. AMG's liability shall never extend beyond remedying these errors in a subsequent version of the software and/or solution.

8.11 The presence of errors in standard software of third parties that do not impede the functionality in general shall never entitle the client to reject the relevant software in whole or in part. AMG's liability never goes beyond trying to point out errors to the supplier and/or producer of the software concerned and to induce them to remedy these errors in a subsequent version of the software.

8.12 AMG is obliged to treat the data, documents and designs made available by the customer as well as the materials entrusted to AMG confidentially and to manage and preserve them with due care and diligence, but shall never be liable for the loss thereof as a result of fire, theft, breakage or all other calamities occurring beyond the direct control of AMG, insofar as these are not covered by insurance. In the case of valuable and/or irreplaceable items, the client shall insure these separately at its own expense and risk.

8.13 AMG shall never be liable for the value, decrease in value and/or increase in value in the past, in the present and/or in the future of cryptocurrencies, crypto tokens and/or other digital assets delivered and/or brokered by AMG, such in the broadest sense of the word.

8.14 AMG is never liable for the value, depreciation and/or increase in value in the past, in the present and/or in the future of shares or value documents delivered and/or brokered by AMG.

8.15 AMG shall never be liable for the value of a company to be transferred or mediated. It is the responsibility of the client to carry out extensive research into the value of the company to be acquired.

8.16 Advice shall be given by AMG to the best of its knowledge and in good faith, but AMG shall never be liable for any loss or damage or consequential loss or damage directly or indirectly arising from the contents of any advice given by AMG.

8.17 Any claims for damages must be submitted in writing to AMG immediately and with reasons immediately after the occurrence of the damage.

8.18 The limitations of liability for damage contained in these General Terms and Conditions shall not apply if the damage is demonstrably due to intent or gross negligence of AMG or its employees.

9. OWNERSHIP AND COPYRIGHT

9.1 Notwithstanding the actual delivery or provision of software and/or customised solutions, the right of use of these software and/or solutions shall only pass to the client if the client has complied with all obligations arising from all agreements concluded with AMG, as well as the provisions of these General Terms and Conditions.

9.2 AMG retains the copyright of the designs, software, descriptions, illustrations and calculations designed or realized by AMG. Also when the client has given an assignment for this purpose.

9.3 The client undertakes to use the delivered software, custom designs, system designs, system and program descriptions, documentation, term sheets, offers, et cetera, only for its own use and not to make them available to third parties in any way whatsoever, either for a fee or free of charge, nor to act or refrain from acting in any other way so that third parties may dispose of them.

9.4 All rights of an industrial or intellectual nature, such as - but not limited to - copyrights and copyright, patents, et cetera with regard to the software, system designs, system and program descriptions, games, blockchain software, artificial intelligence systems, smart contracts, documentation, working methods, advice, et cetera originating from AMG or designed or used by AMG, shall become and remain, both during the execution of the assignment and thereafter, explicitly and exclusively inalienable property of AMG; all this irrespective of the share in the creation of the software, system designs, working methods, documentation, advice, et cetera of or on behalf of the client or of engaged third parties. The execution of these rights - including publication or transfer of data - is expressly and exclusively reserved to AMG, both during and after the execution of the assignment. This of course with due observance of the provisions of article 8.12.

9.5 The client is not permitted to change, repeat or multiply the execution of a design of AMG, even if it only concerns part of the design of AMG, without the express written consent of AMG. AMG may attach conditions to such permission, including the payment of a fee.

10. PAYMENT

10.1 If the execution of an assignment extends over a period of more than one month or if, in the opinion of AMG, the amount involved in the assignment qualifies for this, AMG may demand payment in instalments or payment in advance. Regardless of the payment conditions agreed upon in the order confirmation, AMG is entitled to require sufficient security in advance and/or during the execution of the assignment to pay AMG's invoices.

10.2 All payments shall be made without discount and/or set-off in currency and/or crypto currency to be determined by AMG within 14 days after the invoice date to a bank account and/or wallet to be determined by AMG. The payment term shall be considered a deadline.

10.3 If a longer payment period is agreed to in writing by AMG or taken in error, the client shall owe interest on the total invoice amount to AMG of 1% per month or part thereof, commencing on the due date of the invoice amount. Bank and other transaction, exchange costs, et cetera shall at all times be borne by the client.

10.4 All costs, both judicial and extrajudicial, which AMG has to incur to enforce its rights in the broadest sense of the word, shall be borne by the client. These costs shall amount to at least 15% of the invoice amount with a minimum of (the equivalent of) 0.01 BTC.

10.5 If the client has the assignment performed by AMG on a subcontract basis, the client shall assign to AMG on AMG's first request his claim(s) on third parties obtained from this transaction. The client hereby irrevocably authorizes AMG to collect the claim(s) in question.

10.6 Notwithstanding the other provisions of this chapter, AMG is entitled to require cash payment in advance before AMG commences the execution of an order.

11. DISPUTES

11.1 A dispute arises as soon as the client or AMG invokes a dispute.

11.2 All transactions of AMG shall exclusively be governed by Dutch law.

11.3 All disputes, however named, shall be settled by the competent court in 's-Hertogenbosch, the Netherlands, to the exclusion of all other arbitrating, advisory and judicial bodies, unless the client and AMG have explicitly agreed otherwise in writing.

12. FINAL PROVISIONS

12.1 All transactions of AMG concerning the supply of software shall also be subject to the Terms of Use Software License AMG (EULA), which forms an inseparable part with these Terms and Conditions and which is published on the website of AMG.

12.2 Translations in languages other than Dutch are for information purposes only and have no legal force. The official Dutch version of these Terms and Conditions shall at all times be leading and legally binding.

12.3 In all cases, which these Terms and Conditions do not provide, AMG determines how to deal with it.