

General terms and conditions of Service2Potato BV

With its registered office at Geldermalsen (NL) and registered with the Chamber of Commerce under number 93293801.

Article 1 Definitions

In these general terms and conditions, the following definitions are used:

S2P: Service2Potato BV and/or an affiliated party.

Payment Service Provider: an external party that settles payments for Service2Potato on the platform. **Total Amount:** the total amount owed by the Buyer to S2P and/or the Seller and/or Service Provider.

Transaction: the transaction that takes place via the Auction and the Website.

Amount Received: the amount paid by the Buyer pursuant to the Transaction to the account of the Payment Service Provider as provided by S2P.

User Agreement(s): an agreement between the Seller and the Buyer, concluded via the Auction or following brokerage by S2P or in any other way.

Service Provider Agreement(s): an agreement between a User and Service Provider, concluded via the Auction or following brokerage by S2P or in any other way.

Auction: the digital auction marketplace of S2P, on which Products are offered by the Seller and can be bought by the Buyer through bidding.

Seller: the party offering Products for sale via the Auction.

Buyer: the party buying Products via the Auction or otherwise following brokerage by S2P, or the party placing a bid at the Auction.

User(s): a Seller and/or Buyer.

Service Provider: the party offering its Services via the Website or in any other way involving S2P. The Payment Service Provider is expressly not considered a Service Provider.

Service(s): any service, in the broadest sense of the term, offered by a Service Provider via the Website.

Products: any possible agricultural products traded by users via the Auction, including Harvested Crops and Non-harvested Crops.

Harvested Crops: crops that have been harvested at the time of the Auction or Brokerage.

Non-harvested Crops: crops that are growing in the field at the time of the Auction or Brokerage.

Written/In Writing: put in any form of writing in any way whatsoever, including by e-mail or by any other electronic means. Written/In Writing also includes any (digital) transaction file drawn up by S2P.

Agreement with S2P: the agreement on the basis of which S2P grants User(s) and/or Service Provider(s) and/or other third parties access to use the Auction.

Hidden Defect(s): a defect that could not have been detected by the Buyer upon delivery of the Products and that the Buyer, in all reasonableness, given the nature of the Products and the information provided by the Seller, need not have expected.

Transaction File: a digital file made available by S2P following the conclusion of User Agreement(s) between the Seller and the Buyer and that Users, Service Provider(s) and other parties may use to communicate with one another and with S2P.

Non-working Days: Saturday, Sunday, New Year's Day, Good Friday, Easter Sunday and Easter Monday, King's Day, Ascension Day, Whit Sunday and Whit Monday, Christmas Day and Boxing Day.

Default: when a User and/or Service Provider is in default due to any failure to fulfil their obligations pursuant to the User Agreement and/or Service Provider Agreement and/or these general terms and conditions and/or any agreements made in the transaction file, that party will be liable for all losses suffered by the other User and/or Service Provider and S2P as a consequence, and all such losses will be charged to that party.

Website: www.Service2Potato.com by S2P.

Article 2 Scope

2.1 These general terms and conditions are applicable to all Agreements with S2P and to all (other) legal relationships with S2P.

2.2 These general terms and conditions are also applicable to all User Agreements and Service Provider Agreements and all other agreements between Users themselves, and between Users and Service Providers, that have been concluded via or with the aid of the Auction, via the Website or following any intervention by S2P.

2.3 These general terms and conditions are also applicable to all legal relationships between Users and/or Service Providers with the Payment Service Provider. The general terms and conditions of the Payment Service Provider are additionally applicable to any legal relationship with the Payment Service Provider.

2.4 These general terms and conditions have been drawn up in Dutch and have been translated into several other languages. Even so, the Dutch version is at all times binding and decisive in the event of any different interpretations of the text.

2.5 S2P reserves the right to amend and/or supplement these general terms and conditions.

2.6 If any Written agreements have been made between S2P and Users and/or Service Providers, between Users themselves, or between Users and Service Providers that deviate from these general terms and conditions, these deviating agreements will take precedence. S2P must always be notified without delay of any deviating agreements between Users themselves via the Transaction File. In case of any deviating agreements between Users and Service Providers, S2P must always be notified without delay via support@service2potato.com. Any deviating agreements will never result in the fee received by S2P being lower than the fee it would have received if Users and/or Service Providers had not made any deviating agreements. In addition, deviating agreements cannot be invoked in the event that S2P has given the Payment Service Provider the order to transfer funds, as referred to in Article 13, without taking those deviating agreements into account.

2.7 Any general terms and conditions used by the User or Service Provider respectively are not applicable.

Article 3 Conclusion of Agreement with S2P

3.1 All statements made by S2P on its website are without obligation on behalf of S2P and are not binding on S2P.

3.2 The Agreement with S2P will not be concluded until S2P has confirmed acceptance by the User or Service Provider respectively In Writing.

3.3 S2P is expressly not party to any User Agreements and Service Provider Agreements. If such agreements are concluded, the Buyer, Seller and Service Provider owe a fee to S2P for that purpose, even if the User Agreement and/or Service Provider Agreement is dissolved or nullified.

3.4 Any supplementary agreements, amendments and/or commitments made by the Seller and Buyer after the Agreement with S2P, whether verbally or In Writing, are not binding unless confirmed In Writing by S2P or the Seller or Buyer via the Transaction File.

Article 4 Conclusion of User Agreement(s) via the Auction

4.1 A User Agreement is concluded between the Seller and:

the Buyer following the highest bid and the end of the bidding period, on the condition that the bid is at least equal to the minimum price set by the Seller; or

the Buyer if the Seller has set a fixed price and the bid placed by the Buyer corresponds to the asking price.

4.2 An offer made by the Seller at the Auction cannot be withdrawn by that Seller during the bidding period but can be amended by means of a counterbid.

4.3 A bid cannot be withdrawn or amended during the bidding period.

4.4 S2P is at all times authorised to terminate or cancel a bidding period prematurely and/or declare one or more bids made to be invalid if any circumstances occur that justify such action, at the discretion of S2P.

Article 5 Conclusion of Service Provider Agreement(s)

5.1 A Service Provider Agreement is concluded if a User and Service Provider reach agreement about the purchase of a Service by the User and the User and Service Provider notify S2P of the agreement they have reached In Writing by means of an e-mail to support@service2potato.com.

Article 6 Obligations for use of the Auction

6.1 The User and Service Provider respectively declare that:

a) they will not supply any details and/or information that is protected by copyright or subject to other third-party rights without being authorised to do so. In any case, the User indemnifies S2P against any claims by third parties;

b) they will not misuse any documents and certificates added to Auctions (such as GLOBAL G.A.P) that are listed/supplied with an Auction;

c) by taking part in an Auction, they are not acting in breach of any intellectual or other proprietary right of a third party, and that they are the owner or beneficiary with regard to all intellectual property rights they use in the context of the Auction;

d) the Auction and the Website will not be used for any purposes other than the buying and selling of Products and Services;

e) no other payment method will be used or accepted than the payment method prescribed by these general terms and conditions.

6.2 The User or Service Provider respectively is obliged to observe and follow all measures and instructions that must be observed as part of the use of the Website and the Auction.

6.3 S2P is at all times authorised to deny the User or Service Provider respectively access to the Auction, Website and other facilities and to block their account if any circumstances occur that justify such action, at the discretion of S2P, including, for example, a situation in which the User and/or Service Provider do not comply with the provisions of the Agreement with S2P and/or these general terms and conditions or do not comply with any instructions provided by S2P otherwise. S2P is also authorised to charge the User a higher fee, yet to be determined.

Article 7 Prices

7.1 All prices listed by S2P and by the Seller and Service Provider are exclusive of VAT and exclusive of other governmental charges and/or third-party charges applicable to the sale and/or delivery and/or performance of the agreement and are based on delivery to the location specified on an Ex Works basis (Incoterms 2020), except insofar as agreed otherwise In Writing.

7.2 The cost of any export documents is for the account of the Buyer. The Seller is responsible for ensuring that the documents required for import can be requested.

7.3 The cost of any (sub)licenses is for the account of the Seller.

7.4 Users are obliged to pay S2P a fee as soon as a User Agreement is concluded between them.

7.5 S2P is authorised to change its rates at any time.

Article 8 Total Amount: time of payment

8.1 Once a User Agreement for Harvested Crops and/or a related Service Provider Agreement have been concluded, the Buyer must pay the Total Amount to be paid by them no later than within 48 hours, not counting any hours on Non-working Days, following receipt of the (pro forma) invoice using the method prescribed in Article 9.

8.2 In case of Non-harvested Crops, the Buyer must make a partial payment with regard to the Total Amount to be paid by them as soon as a User Agreement and/or related Service Provider Agreement based on the terms and conditions of S2P has been concluded. This partial payment amounts to 10% of the price to be paid to the Seller for the Non-harvested Crops, 10% of the fee(s) to be paid to any Service Provider(s) and the full fee to be paid to S2P. Payment must be made within 72 hours, not counting any hours on Non-working Days, following the conclusion of the User Agreement.

The remainder of the Total Amount must at all times be paid prior to loading taking place.

8.3 The deadlines listed in this Article are absolute deadlines, and a party will automatically be in Default if these deadlines are exceeded.

8.4 If Written agreements have been made between S2P and Users and/or Service Providers, between Users themselves, or between Users and Service Providers regarding payment deadlines that deviate from these general terms and conditions, these deviating agreements will take precedence.

8.5 The fee due to S2P for access to the Auction, Website and other facilities will be set off against the Total Amount paid by the Buyer.

Article 9 Total Amount: payment method

9.1 Payment of the Total Amount to the parties entitled to payment must take place by means of payment to the bank account of the Payment Service Provider, using the method prescribed by the Payment Service Provider, as communicated by S2P. The Payment Service Provider is an organisation that is not affiliated with S2P. The Payment Service Provider will carry out the payments as agreed in the User Agreements and/or Service Provider Agreements.

9.2 The part of the Amount Received by the Payment Service Provider that is intended for the Seller and/or Service Provider will be held by the Payment Service Provider until the Payment Service Provider has been ordered by S2P, as referred to in Article 13, to transfer the remaining part of the Amount Received — in whole or in part — to the Seller and/or Service Provider and/or to repay this part — in whole or in part — to the Buyer.

Article 10 Time of delivery and time of performance of Services

10.1 The Seller must only proceed to delivery of the Products in question, and the Service Provider must only proceed to perform the agreed Services, after such time the Payment Service Provider has registered payment of the Total Amount by the Buyer.

10.2 The Buyer must allow for the fact that a bank transfer will be registered in the account of the Payment Service Provider within 24 hours but that it can take up to 72 hours before the invoice is marked as paid. Any hours on Non-working Days do not count towards these deadlines.

10.3 The Products bought must be delivered by the Seller and accepted by the Buyer by no later than the ultimate collection date stated by the Seller. Any expiry of this deadline will not constitute Default by operation of law.

10.5 At least one working day prior to collection of the Products, the Buyer must serve Written notice of such collection via the Transaction File, so that the applicable terms and conditions can be checked and the Products can be prepared for delivery as agreed.

10.6 All Products and Services bought must be accepted as a whole; any downpayment cannot be used to pay for part of an order. Partial deliveries are only possible via an amendment to be confirmed In Writing via the Transaction File.

Article 11 Subsequent costing

11.1 Both for Harvested Crops and Non-harvested Crops, the purchase price effectively due from the Buyer will be determined on the basis of the quantity of Products (in terms of weight and quality) delivered to the Buyer versus the quantity sold. Subsequent costing will be carried out by either the Seller, the Buyer or an independent party, and the result thereof must be shared with the Seller, Buyer AND S2P via the Transaction File by no later than the time of delivery. The Seller and Buyer will then have 48 hours, not counting any hours on Non-working Days, to challenge the accuracy of the subsequent costing and to share the results of their own subsequent costing via the Transaction File. The fee owed to S2P by the Seller and the Buyer will then be recalculated.

11.2 Any deviations (in terms of weight and quality) will be determined on the basis of the tare weight report. As a minimum, this will state the percentage of soil, rot and non-processable Product. The CKA-2 quality standard of the Dutch Potato Organisation will be used as a basis for this.

11.3 If the Seller and Buyer are unable to reach agreement on an accurate subsequent costing and any corrections to the Agreement arising from this, an independent expert opinion will be requested.

Article 12 Deadline for assessment of Products and Services and reporting any defects

12.1 The Buyer is responsible for ensuring a quality inspection of the Products is carried out at its own expense following delivery of the Products. This inspection must take place within the following deadline: for Harvested Crops and Non-harvested Crops, within 48 hours following delivery, not counting any hours on Non-working Days.

12.2 The inspection referred to in Article 12.1 may be carried out by the Buyer itself or by an inspection body. If the Buyer has not inspected the Products within the deadline set, either itself or by a third party, and has not reported the outcome of the inspection to S2P via the Transaction File within the deadline specified in Article 12.1, the Buyer can no longer invoke the fact that the Products do not comply with what it could reasonably expect, based on the information provided, among other things. As a result, the Products can no longer be non-compliant.

12.3 Article 12.2 is not applicable insofar as a Hidden Defect has occurred that is not the consequence of a course of action by the Buyer, such as excessive or incorrect storage, and this Hidden Defect is observed by S2P or a third party appointed by S2P. In addition, Article 12.2 is not applicable if and insofar as the Seller knew or should reasonably have known that the Products delivered/to be delivered by it did not comply with the User agreement and the Seller failed to report this via the Transaction File regardless.

12.4 Following the performance of a Service by a Service Provider, the User must report any complaints about the Service within 24 hours, not counting hours on Non-working Days, In Writing via support@service2potato.nl.

If the Buyer does not report such complaints before the deadline specified, the Buyer can no longer invoke the fact that the performance of the Service did not comply with the Service Provider Agreement.

12.5 Notwithstanding the obligations listed in the above clauses, the Buyer must — within 48 hours following delivery or, if delivery did not take place, within 48 hours following the ultimate collection day, not counting any hours on Non-working Days in both instances — confirm to S2P via the Transaction File whether or not it has effectively been able to receive the Products or whether or not the Service has been performed.

Article 13 Order to the Payment Service Provider to transfer Amount Received

13.1 As soon as S2P has received the confirmation referred to in Article 12.5, S2P — if this confirmation is positive — will issue an order to the Payment Service Provider to transfer the (remainder of) the Amount Received to the bank account(s) of the parties entitled to payment (the Seller and/or Service Provider). The Seller and/or Service Provider must issue an invoice to S2P for this purpose. In this context, S2P has the right to pass on information regarding the Agreement with S2P, the User Agreement, the Service Provider Agreement and any other information regarding the Users and/or Service Providers that is required at the discretion of S2P to the Payment Service Provider.

13.2 In the event that, in accordance with Article 12.5, the Buyer reports via the Transaction File that it has been unable to take receipt of the goods, either itself or via a third party — and, as a result, the Buyer does not confirm the transaction — or in the event that the Buyer, in good time and in accordance with Article 12.2, reports via the Transaction File that the inspection referred to in Article 12.1 has revealed quality issues, or in the event that the Buyer, in good time and in accordance with Article 11.1, reports via the Transaction File that the subsequent costing is incorrect, or in the event that, in good time and in accordance with Article 12.4, the Buyer reports via an e-mail to S2P that the Service has not been performed (correctly), S2P will only proceed to issue the order to the Payment Service Provider to transfer that part of the Amount Received that does not pertain to the dispute. For the part of the Amount Received that does pertain to the dispute, no order to transfer will be issued until such point where the Buyer and/or Seller and/or Service Provider have reached agreement on how to settle the matter. As a result, this part will remain held in the bank account of the Payment Service Provider.

13.3 The Agreement referred to in Article 13.2 must be reached and reported to S2P no later than within 24 hours after the report referred to in Article 13.2. In the event that the Buyer and Seller and/or Service Provider have not reached agreement within 24 hours, they will notify S2P thereof via the Transaction File and/or by e-mail without delay, and they will let S2P know by which deadline they believe they will be able to reach a solution. However, if the Buyer and the Seller and/or Service Provider fail to send S2P the message referred to in the previous sentence without delay, S2P itself will be entitled (but will never be obliged) to have the quality of the Products delivered inspected, or to assess the Service, and to issue a binding opinion in that regard to the Seller and the Buyer, or to appoint a third party to act as a binding advisor. The Buyer and the Seller agree to this method of dispute settlement by S2P. The cost of the inspection and the binding advice will be for the account of the party found to be in the wrong (User or Service Provider). Based on the binding advice, S2P will order the Payment Service Provider to transfer the Amount Received to the bank account(s) of the parties entitled to payment according to the binding advice.

13.4 If, on top of the price for the Products, the Seller also charges a deposit for the materials in which the Products are delivered and the Seller has marked those materials in the offer as to be returned, S2P will not issue any order to transfer for that part of the Amount Received, in deviation from Article 13.1. For this part, the order to transfer will only be issued to the Payment Service Provider once the Seller has notified S2P via the Transaction File that it has received the materials in question in good order. If the Seller has not received the materials back from the Buyer or has not received the materials back in good order, the deposit amount of the Buyer will remain held in the account of the Payment Service Provider. In the event of such notice, the provisions of Articles 13.2 and 13.3 will apply accordingly.

Article 14 Circumstances and force majeure on the part of the Seller

14.1 If any circumstances occur as a result of which the Products cannot be delivered by the Seller or cannot be delivered on time, or the Products do not or will not comply with what is stipulated in the User Agreement, the Seller is obliged to report these circumstances via the Transaction File to S2P and the Buyer within seven (7) days after it has become aware of them.

14.2 In the event of force majeure on the part of the Seller (in accordance with Article 6:75 of the Dutch Civil Code), the Seller has the right, at its discretion, without judicial intervention and without being obliged to compensate any losses, to either terminate the User Agreement in full or in part or suspend the performance of the User Agreement until such point where the force majeure situation has been resolved.

14.3 If the Seller is selling Non-harvested Crops, force majeure on the part of the Seller as referred to in the previous clause must in any case be taken to include crop failure, frost, hail damage, flood, viruses, natural disasters, fire, import and export restrictions, or any other circumstances as a result of which the Seller cannot be expected to fulfil the User Agreement or cannot be expected to do so in good time.

Article 15 Force majeure on the part of S2P

15.1 Force majeure on the part of S2P will be taken to include any circumstances outside of the control of S2P, even if such circumstances were foreseeable at the time of conclusion of the Agreement with S2P, that prevent the fulfilment of the Agreement with S2P in full or in part, permanently or temporarily. Among other things, this includes fire, accidents, government measures, lock-out, serious disruptions to the business of S2P such as strikes, excessive absenteeism, defects to machinery, interruptions in the supply of energy, as well as any incapacity for mobile and/or data communication on the part of S2P, as well as incapacity to fulfil the Agreement with S2P due to any shortcomings by suppliers of S2P or persons or goods enlisted by S2P for the fulfilment of the Agreement with S2P.

15.2 In the event of force majeure on the part of S2P and if such force majeure is invoked by S2P, the parties are entitled to suspend their obligations under the Agreement with S2P. In the event that the situation resulting in force majeure persists for longer than three (3) months, any of the parties are entitled to terminate the

Agreement with S2P in full or in part by means of serving Written notice to the other parties via the Transaction File, without the parties being obliged to compensate one another for any losses.

Article 16 Liability on the part of S2P

16.1 S2P is in no way responsible for information placed on the Website and/or the Auction by Users and/or Service providers (whether or not this information is correct or complete) or any lack thereof. S2P is also under no obligation whatsoever to verify this information.

16.2 S2P is in no way responsible for any act or failure to act of the Payment Service Provider. S2P can only order the Payment Service Provider to transfer the Amount Received but cannot ensure that the Payment Service Provider effectively does transfer this amount. S2P also has no influence over the way in which the Payment Service Provider manages the Amounts Received. As such, S2P accepts no liability whatsoever for any loss of the Amount Received.

16.3 The User and Service Provider respectively acknowledge that S2P merely organises the Auction and enables Service Providers to offer services and Users to conclude User Agreements, and that S2P is in no way obliged to verify advertisements, the Products or Services offered, and the Users and Service Providers, and that S2P does not do so as a result. Users and Service Providers cannot derive any rights vis-à-vis S2P from the fact that an advertisement has been placed on the Auction and/or Website of S2P.

16.4 The User and Service Provider respectively are individually responsible for keeping their password secret and for using it to access the Auction and/or Website of S2P.

16.5 The User and Service Provider respectively indemnify S2P against all claims by other Users, Service Providers and third parties that are in any way connected to the Agreement with S2P. In addition, the User and Service Provider respectively must compensate S2P for any (legal) expenses effectively incurred by S2P as a consequence of any such claim.

16.6 S2P is not liable for any damage, unless such damage is caused by an intentional act or deliberate recklessness on the part of the management of S2P or the manager forming part of its leadership team. This limitation of liability on the part of S2P also applies where S2P is acting as a binding advisor in accordance with Article 13.3.

16.7 S2P is in no event liable for any operating, consequential and/or indirect losses, including but not limited to loss of profit or revenue, goodwill, environmental losses and immaterial losses of the User or Service Provider.

16.8 Notwithstanding the above, liability on the part of S2P will in all cases be limited to the fee received by and intended for S2P in connection with the specific purchase at the Auction or the specific Service performed.

16.9 Notwithstanding the above, liability on the part of S2P will in all cases be limited to the amount covered by the liability insurance of S2P and effectively paid out in the matter at hand.

Article 17 Intellectual property rights, data processing

17.1 All intellectual property rights (including copyright, patents, models, trademarks and trading names) of the Auction, the Website and the other facilities are vested in S2P.

17.2 The data of users are recorded and processed by S2P in its systems. S2P also has the right to make these data available to third parties. Insofar as the processing of personal data is concerned, this processing falls within the meaning of the General Data Protection Act. For more information regarding the processing of personal data, please see the privacy policy on www.service2potato.com.

Article 18 Term, suspension and termination of the Agreement with S2P

18.1 The Agreement with S2P is entered into for an indefinite term.

18.2 Both S2P and the User or Service Provider are free to terminate the Agreement with S2P In Writing subject to a notice period of two (2) months. Any notice of termination will not affect the User Agreement(s) and Service Provider Agreement(s) already concluded and any mandatory payment method prescribed by these agreements.

18.3 Notwithstanding its other rights, S2P is entitled, at its own discretion, to suspend its obligations towards the User or Service Provider respectively, on any account whatsoever, until the User or Service Provider has fully complied with its obligations towards S2P, or to dissolve the Agreement with S2P in full or in part. In both cases, it can do so without judicial intervention and without any notice of default being required. This authority on the part of S2P will arise if and as soon as one of the following circumstances occurs:

- a) the User or Service Provider has failed to fulfil one or more of its obligations under these general terms and conditions and/or under the Agreement with S2P, or has failed to do so in good time or properly, and default is triggered by operation of law;
- b) third parties lay claim to the property of the User or Service Provider or its goods are seized;
- c) the User or Service Provider applies for suspension of payment or files for bankruptcy or a third party does so on its behalf, the User or Service Provider reaches a payment arrangement with one or more of its creditors, or otherwise creates the impression that it is or will be insolvent;
- d) the User or Service Provider passes away, is placed under guardianship or administration, or indicates that it wishes to be considered for a debt restructuring scheme;
- e) the User or Service Providers proceeds to liquidate its enterprise, whether on a voluntary basis or not, its enterprise is continued under a different legal form, its registered or trading address is moved to a different country, and/or the management or indirect control of the User is transferred to a third party.

Article 19 Submission of complaints and miscellaneous provisions

19.1 The User or Service Provider respectively is obliged to notify S2P In Writing of any complaints with regard to the performance of the Agreement with S2P within five (5) working days from the moment the complaint arose — taking care to state the nature of and grounds for the complaint — failing which any claim of the User or Service Provider respectively related to the complaint will lapse.

19.2 All claims towards S2P will lapse following the expiry of one (1) year from the moment the claim in question arose.

19.3 In no event will any complaint as referred to in this Article give the User or Service Provider respectively the right to suspend its obligations under any Agreement with S2P.

19.4 S2P has the right to transfer its rights and obligations under the Agreement with S2P and/or these general terms and conditions to third parties.

19.5 The User and/or Service Provider cannot transfer their rights and obligations to third parties.

19.6 User(s) and/or Service Provider(s) cannot set off their claims towards S2P and/or User(s) and/or Service Provider(s).

Article 20 Choice of law/forum and proof

20.1 The laws of the Netherlands are applicable to all commitments between S2P and Users, between S2P and Service Providers, between Users themselves, and between Service Providers and Users and to all contractual and extracontractual obligations arising therefrom or relating thereto, to the exclusion of the provisions of international treaties such as the Vienna Sales Convention.

20.2 Unless another method of dispute resolution is applicable under these general terms and conditions, all disputes concerning or arising from or related to an Agreement with S2P and/or a User Agreement, as well as all contractual and extracontractual obligations arising therefrom or related thereto will exclusively be submitted to the competent court of the District Court of Gelderland, location Arnhem, for resolution.

20.3 The version of any communication stored by S2P will always be taken as irrefutable proof thereof.

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