

General Terms and Conditions of Arpentus B.V.

In these general terms and conditions (hereinafter called the '**Terms and Conditions**') the following terms have the meaning ascribed to them below:

Contractor:	Arpentus B.V., with its registered office in Barendrecht and listed in the Trade Register maintained by the Dutch Chamber of Commerce under number 24269327;
Client:	The natural person or legal entity who/which has engaged the Contractor and/or for whom/which the Contractor performs work or has performed work;
Parties:	The Client and the Contractor, each also referred to independently as 'Party';
Agreement:	Any and every agreement between the Parties relating to performing work for and/or providing services to the Client and/or relating to staff secondment, as well as all activities and legal acts involved in the preparation and performance of the Agreement (including any offer made by the Contractor), and including any extension, addition and/or change to the Agreement.
Records:	All items produced, including documents and data carriers, and any items received by the Contractor in the context of the performance of the engagement.

Article 1 – Applicability and engagement

- 1.1 These Terms and Conditions apply to all Agreements and any work, under any name whatsoever, performed by or on behalf of the Contractor or by any party having a legal relationship with the Contractor.
- 1.2 Engagements are accepted and carried out by the Contractor. This also applies if the Client intends that the engagement be carried out by a certain person working for the Contractor. Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code do not apply.
- 1.3 The Contractor expressly rejects the application of the Client's general terms and conditions.
- 1.4 Except for as provided in clause 1.9 of these Terms and Conditions, derogations from and additions to these Terms and Conditions are valid only if they have been explicitly agreed to in writing, for example in a written agreement, an order confirmation, or in a subsequent order confirmation.
- 1.5 The present Agreement, along with these Terms and Conditions, represents all agreements between the Contractor and the Client with regard to the work for which the Agreement is being concluded. This Agreement replaces all prior agreements or proposals made between or by the Parties in this respect.
- 1.6 The Client with whom an Agreement is concluded under these Terms and Conditions accepts that these Terms and Conditions apply in full to all subsequent quotations presented by the Contractor and Agreements between the Client and the Contractor.
- 1.7 In the event of a conflict between the provisions of these Terms and Conditions and those of the Agreement, the provisions of the Agreement take precedence.
- 1.8 If one or more provisions of these Terms and Conditions are null and void or are voided, the remaining provisions of these Terms and Conditions shall remain to be fully applicable. If any provision of these Terms and Conditions or of the Agreement is invalid, the parties will negotiate on the content of a new provision, which provision will be as close as possible to the content of the original provision.
- 1.9 The Contractor may amend these Terms and Conditions unilaterally. The Contractor will notify the Client of such an amendment and the Client will be deemed to have accepted the amendment if the Client does not object, in writing, within two (2) weeks of receipt of the notice of amendment.

Article 2 – Commencement and term of the Agreement

- 2.1 Every Agreement will only be concluded and commence once the Contractor has received the engagement letter signed by the Client. The engagement letter is based on the information provided by the Client to the Contractor at such date. The engagement letter is deemed to represent the Agreement correctly and fully.
- 2.2 The Parties may also demonstrate the formation of the Agreement by other means.
- 2.3 Unless it is clear from the nature, content or purport of the engagement that the Agreement is for a fixed period only, the Agreement is concluded for an indefinite period.
- 2.4 The Parties will consult on amending an Agreement if unforeseen circumstances arise that require, according to standards of reasonableness and fairness, that the Agreement cannot reasonably be expected to remain unamended.

Article 3 – Client information

- 3.1 The Client must provide the Contractor with all items and documents, including data carriers, and all items and information that have been created or collected by the Contractor in the context of the performance of engagement, which the Contractor considers to be necessary for the correct performance of the Agreement, in good time and in the required form and manner. This also includes documents the Contractor may require for certifying the identity of the Client. The Client will provide the Contractor with such information to certify their identity prior to the performance of the Agreement.
- 3.2 The Contractor may suspend performance of the Agreement until the Client has met the obligation set out in clause 3.1.
- 3.3 The Client must immediately inform the Contractor about any facts and circumstances that could have a bearing on the performance of the Agreement.
- 3.4 The Client guarantees the correctness, completeness and reliability of the information and Records it provides to the Contractor or which is provided to the Contractor on its behalf, including when such originates with third parties.

- 3.5 The Client is liable for any additional costs and/or additional fees arising from the delay in the performance of the Agreement due to the required information not being provided on time, completely and/or correctly.
- 3.6 On request and to the extent requested, the Records made available will be returned to the Client, subject to the provisions of Article 17 of these Terms and Conditions. The Client is liable for the costs incurred in returning these Records.
- 3.7 The Client is obliged to inform the Contractor of any known or suspected data breach, whether or not this concerns personal data.
- 3.8 The Client indemnifies the Contractor against any loss or damage suffered by the Contractor and/or third parties due to files or data the Client transfers to the Contractor that are infected with viruses, malware, or other software that disrupts computer systems, collects data (sensitive or otherwise), or otherwise causes loss or damage.
- 3.9 With regard to the situation in which the Client's data is damaged or lost, the Contractor excludes its liability to the extent permitted by compulsory law, without prejudice to the provisions of Article 14 of these Terms and Conditions. The Contractor is neither obligated nor can be required to repair or recover such data.

Article 4 – Performance of the Agreement

- 4.1 The Contractor decides the way in which, and by which persons, the Agreement will be performed. If possible, the Contractor will take into account any sound instructions regarding the performance of the Agreement provided by the Client in a timely manner.
- 4.2 Should a situation arise where performance of the Agreement in its current form cannot be expected, the Contractor has the right to adjust the manner in which the Agreement is performed. This applies but is not limited to government measures arising during the term of the Agreement, such as government measures taken during a pandemic, for example. This will always be at the Contractor's discretion.
- 4.3 The Contractor will carry out the engagements entrusted to it with the care that can be expected of a competent contractor. The Contractor has a reasonable endeavours obligation vis-à-vis its Clients and does not guarantee that an envisioned result will be achieved.
- 4.4 The Contractor is authorised to contract third parties to carry out engagements, including but expressly not limited to other Visser & Visser operating companies like Visser & Visser Diensten B.V. The Contractor will act with due care when contracting third parties.
- 4.5 The staff deployed by the Contractor for the performance of the Agreement perform the Agreement in compliance with the code of conduct and professional rules, insofar as they are subject to such and where relevant, and with the provisions set by law. The code of conduct and professional rules, where applicable, also form part of this Agreement. The Client will respect the obligations arising from such codes of conduct, professional rules and/or laws that apply to the Contractor or, respectively, to parties working with or for the Contractor.
- 4.6 If, during the term of the Agreement, work is performed for the benefit of the Client and this work is not part of the work to which the Agreement relates, this work will be considered to have been performed under the Agreement.
- 4.7 Unless expressly agreed otherwise in writing between the Parties, any periods stated in the Agreement within which the work must be performed will be construed as indicative periods and not as deadlines. Accordingly, should such a period be exceeded this will not constitute an imputable failure on the part of the Contractor and therefore not serve as grounds for dissolution of the Agreement.
- 4.8 Unless expressly stated otherwise in writing, the work under the Agreement will not specifically focus on the detection of fraud. If, in the course of the work, any indication of fraud is nonetheless detected, the Contractor will report this to the Client, while complying, as required, with the applicable laws and regulations and the guidance and directives issued by the relevant professional organisations.

Article 5 – Confidentiality and exclusivity

- 5.1 The Contractor has a confidentiality obligation vis-à-vis any third party that is not involved in the performance of the Agreement. This confidentiality relates to any information of a confidential nature that is made available to it by the Client and the results obtained by processing it. This confidentiality obligation does not apply where and to the extent that the Contractor is required by law to disclose such information, or where and to the extent that the Client has released the Contractor from the confidentiality obligation. This provision does not stand in the way, either, of confidential peer consultation within the Contractor's organisation, insofar as the Contractor deems this necessary for the proper performance of the Agreement or for the proper fulfilment of legal or professional obligations.
- 5.2 The Contractor has the right to use any results (including figures), knowledge, experience, know-how, skills and ideas that are obtained in connection with the performance of the Agreement for statistical or comparative purposes and share these with other Visser & Visser operating companies, on the condition that such cannot be traced back to any individual Client.
- 5.3 Without disclosing details of a financial or other nature, the Contractor is entitled to communicate on its website or appropriate business communication channels about the successful completion of the Engagement.
- 5.4 The Contractor has the right to use the information the Client makes available to it in the event that the Contractor acts for itself in disciplinary, civil, administrative or criminal proceedings in which these documents can be of importance. If the Contractor is accused of having committed or participated in any offence or crime, the Contractor will be entitled to disclose any Records of the Client or any data and/or other information produced in the context of the Agreement to the Tax Inspectorate or to the Court, where such disclosure is required in the context of the Contractor's defence.
- 5.5 Except with the Contractor's prior express written consent, the Client may not disclose or otherwise make available to any third party the substance of any advice, opinion or other expression of the Contractor, in writing or otherwise, except where and to the extent that the Agreement provides otherwise, this is done to obtain an expert opinion on the relevant work of the Contractor, the Client is bound by a legal or professional obligation to disclose the information, or if the Client is acting on its own behalf in disciplinary, civil or criminal proceedings.
- 5.6 In the event of a breach of the prohibition stated in clause 5.5 above, the Client will owe the Contractor an immediately payable penalty of EUR 25,000 (*in words: twenty-five thousand euros*), without any requirement of notice of default or legal intervention, this without prejudice to the Contractor's legal or other right to claim damages and without prejudice to the Contractor's right to demand further fulfilment of obligations under the Agreement.

Article 6 – Intellectual property

- 6.1 The intellectual property rights in anything the Contractor uses and/or makes available in the context of the performance of the Agreement are vested in the Contractor or its licensors. Unless expressly stated otherwise in writing, nothing in the Agreement or these Terms and Conditions can be regarded as a transfer of intellectual property rights.
- 6.2 The Client is expressly prohibited from providing to third parties, reproducing, disclosing or exploiting anything of which the intellectual property is vested in the Contractor, including but not limited to computer programs, system designs, working methods, advice, recommendations, contracts/model contracts and other intellectual products, including for use in AI systems or for training AI systems, all of this in the broadest sense, whether or not with the involvement of third parties.
- 6.3 The Contractor can grant the Client a right of use for software, code, et cetera, with the understanding that this right of use will always end when the Agreement ends, unless agreed otherwise in writing. Once the right of use has ended, the Client must no longer make any use of the software, code, et cetera, whatsoever and must remove any such software and code from its systems.
- 6.4 The Contractor has the right to take technical measures to protect its intellectual property and other rights or those of its licensors. The Client is expressly prohibited from removing or circumventing these measures.
- 6.5 The Client may not provide anything of which the intellectual property is vested in the Contractor, or tools relating to such, to third parties for any purpose other than to obtain an expert opinion regarding the work of the Contractor. In such case the Client will impose its obligations under this clause to the third parties it engages.
- 6.6 If the Client is in breach of the provisions under clause 6.2, 6.3, 6.4 and/or 6.5, the Client will owe the Contractor an immediately payable penalty of EUR 25,000 (*in words: twenty-five thousand euros*), without the requirement of a notice of default or legal intervention, without prejudice to the Contractor's legal or other right to claim damages and without prejudice to the Contractor's right to demand further fulfilment of obligations under the Agreement.

Article 7 – Artificial Intelligence (AI)

- 7.1 The Contractor is entitled to use AI systems in the performance of the Agreement.
- 7.2 The Contractor will ensure that when AI systems are used this is done in compliance with the obligations set out in the EU AI Act. Data, including personal data, will only be processed through an AI system if this is reasonably useful for the performance of the Agreement.
- 7.3 The Contractor is responsible for the selection of AI systems to be used in the performance of the Agreement and will, on the Client's first request, provide the Client with a list of the AI systems used.
- 7.4 The Client is not permitted to enter and/or use any results of the Agreement, insofar as these results are copyrighted, into/in an AI system without the prior written consent of the Contractor.

Article 8 – Force Majeure

- 8.1 If the Contractor is unable to meet its obligations under the Agreement or is unable to do so properly or in a timely manner due to a cause that cannot be attributed to the Contractor, including but not limited to breach of contract and/or wrongful act on the part of third parties engaged by the Contractor for the fulfilment of its contractual obligations, a strike, walkout or labour conflict of any other nature, insufficient production capacity caused by sickness absence, import, export and/or transit prohibitions or other import or export restrictions, government measures and/or sanctions, network problems, epidemics and/or pandemics, war or general mobilisation, natural disasters and any other cause that is beyond the reasonable control of the Contractor, such obligations will be suspended until such time as the Contractor is again able to meet these obligations in the agreed manner.
- 8.2 Should a force majeure situation as described in clause 7.1 arise and continue for a period of 14 days or more, the Client is entitled to terminate, in writing, the Agreement in full or in part without this giving rise to right to compensation.
- 8.3 Insofar as, at the time the force majeure situation arises, the Contractor has already partly met its obligations under the Agreement or will be able to meet these, the Contractor will have the right to separately charge the part that has been met or will be met, respectively, in which event the Client must pay this invoice.

Article 9 – Fees

- 9.1 Unless agreed otherwise, the Client owes fees to the Contractor amounting to the number of hours worked multiplied by the rate set by the Contractor. The Client will be informed of this rate in the engagement letter. The Contractor reserves the right to amend these rates annually.
- 9.2 The hours worked that are charged to the Client in accordance with the provisions of clause 9.1 are rounded to the nearest quarter hour.
- 9.3 Disbursements for expenses, including but not limited to travel and accommodation costs and costs relating to experts to be engaged, insofar as necessary for the performance of the Agreement, are for the account of, and will be charged separately to, the Client.
- 9.4 The Contractor has the right to suspend execution of its work prior to the start of the performance of the Agreement and in the interim until the Client has either made an advance payment – to be reasonably determined by the Contractor – for the work to be performed or has provided security for this. Any advance payment paid by the Client will in principle be settled with the final invoice.
- 9.5 The Contractor's fees do not depend on the outcome of the work done, unless otherwise agreed in writing.
- 9.6 The Client is responsible for the payment of any costs arising from the translation of documents, the preparation of documents in a foreign language, and the costs of national and international travel and accommodation, even if such is not explicitly included in the Agreement. This also applies to the national and international travel hours that the Contractor makes in the context of the performance of the Agreement.
- 9.7 If a sum has been agreed under the Agreement, the Contractor has the right to charge an additional rate per time unit worked if and insofar as more work is performed than provided for in the Agreement; the Client will then also owe this additional sum.
- 9.8 Unless the Client and the Contractor have made other written arrangements on this matter, if wages and/or prices change after the Agreement comes into effect but before it has been fully completed, the Contractor is entitled to amend the agreed rate accordingly.

Article 10 – Billing

- 10.1 The Contractor will bill the Client on a monthly basis for the Contractor's fees and, where applicable, any disbursements for expenses and invoices of third parties engaged for the work, as well as any turnover tax to be paid. A notice of dispute may be lodged up to sixty (60) days from the date of the relevant invoice; notices received after this time will not be accepted for processing.
- 10.2 Charges for hours relating to extra work performed and/or other costs will be billed in between regular billing periods and/or after completion of the Agreement.
- 10.3 The Client will pay the Contractor a Transaction Fee (as defined below) no later than on the date of transport, unless the Contractor issues or can issue the invoice on or after the date of transport, in which case the Client will pay the Transaction Fee within five (5) business days.
- 10.4 Unless and until any proof to the contrary has been provided by the Client, the registered hours from the Contractor's time registration system are deemed to be definitive proof of the hours the Contractor has worked for the Client.

Article 11 – Transaction Fee

- If the Parties have agreed a transaction fee, the following applies:
- 11.1 A Transaction Fee is a fee the Contractor receives from the Client when a Transaction (as defined below) resulting from the Contractor's performance of the work pursuant to an Agreement occurs ('**Transaction Fee**'). The Client owes the Transaction Fee when the Transaction occurs, regardless of the extent to which and/or form in which the Contractor has performed its work. The Client owing the Transaction Fee is determined exclusively on the fact that the Transaction has taken place.
- 11.2 If the Contractor deviates from the steps and/or activities described in the quotation and/or Agreement, this will not affect the Transaction Fee, provided the Transaction takes place.
- 11.3 A transaction is a transfer or conveyance, such as a purchase or sale, financing, or refinancing ('**Transaction**').
- 11.4 The Transaction Fee is calculated based on the transaction amount and the additional monetary benefits acquired or to be acquired by the Client, which in turn is determined on the basis of the provisions of clauses 11.5 to 11.12 inclusive, as well as what the Parties have determined in this regard in the Agreement. Payment of the Transaction Fee takes place in accordance with clause 10.3.
- 11.5 The Transaction Fee is also owed if a Transaction in which the Client is involved as a party is carried out within 24 months after termination of the work performed by the Contractor; this applies regardless of whether the Contractor was only involved in the Transaction during or on the basis of the completed work under the Agreement. In this context the term 'Contractor' includes all natural and legal persons or companies affiliated with the Contractor.
- 11.6 The Transaction Fee for sale, purchase, financing or refinancing is based on the disposal or purchase of, respectively, the entire shareholding or the entire amount to be financed/refinanced or structured/restructured.
- 11.7 In the case of a financing engagement, the total money raised under this financing, refinancing or restructuring arrangement are included in the calculation of the Transaction Fee. Both the risk-bearing capital raised in the context of the engagement and loan capital (including debt, whether or not interest-bearing) are included in the determination of the Transaction Fee.
- 11.8 In the case of purchase and sale, the Transaction Fee is determined based on a purchase or sale, respectively, of the entire (100%) shareholding in the company. In that case, the Transaction Fee is also calculated over the non-transferred or non-purchased part of the shares. All provisions set out in this clause applies unless the parties have agreed otherwise in the Agreement.
- 11.9 In the case of an asset/liability Transaction, the provisions of this Article 11 apply by analogy, both in letter and in spirit.
- 11.10 In addition to the transaction amount, in calculating the Transaction Fee, any additional monetary benefits acquired or to be acquired by the Client arising from or related to the Transaction are taken into account, including but not limited to improved commercial conditions, increased revenue, cost savings, additional payments or remuneration, or other financially advantageous results that have been made possible, wholly or in part, by the Transaction.
- 11.11 The Transaction Fee is calculated over the transaction amount and any additional monetary benefits, with each of these components forming an independent basis for calculating the Transaction Fee.
- 11.12 In this context, in addition to the purchase price to be received or paid directly in the Transaction, this also concerns, but is not limited to, monetary benefits gained by the Client as a result of dividends paid out in the context of the Transaction, distributions charged to the company's reserves or similar payments, stipulated earn outs and vendor loans. This additionally concerns fees that accrue to the Client under the Transaction on the basis of management fees or other fees (whether or not result-dependent), interest payments and rental charges, if and insofar as these fees and charges deviate in favour of the Client from the amounts normally paid in such business dealings.

Article 12 – Payment and collection

- 12.1 Except where the Client has submitted a valid dispute, each invoice must be paid within thirty (30) days of the invoice date, failing which the Client will be in default, without the Contractor being required to give notice of default, in which case the Client will additionally be charged the commercial interest stipulated by Dutch law from the payment deadline.
- 12.2 The Contractor is also entitled to recover any collection costs it incurs, including court costs and attorney fees, from the Client. If the Client is a natural person, the statutory graduated scale for costs relating to debt collection out of court that applies to natural persons in the Netherlands as published on www.rechtspraak.nl applies. If the Client is not a natural person, the costs relating to debt collection out of court will be calculated as 15% of the principal amount, with a minimum of EUR 45 (*in words: forty-five euros*).
- 12.3 The Contractor has the right to use the payments made by the Client, first to be deducted from the costs as referred to in clause 12.2, then to be deducted from the arrear interest, and finally to be deducted from the oldest outstanding principal sums payable and the current interest.
- 12.4 If, in the opinion of the Contractor, the financial position or the payment behaviour of the Client give reason to do so, (i) the Contractor is entitled to demand security (or additional security) from the Client in a form to be decided by the Contractor, and/or (ii) the Contractor is entitled to immediately suspend further performance of the Agreement. If the Client fails to provide the security required, the Contractor will be entitled to, without prejudice to its other rights, immediately suspend the further performance of the Agreement, and anything the Client owes to the Contractor on whatever grounds will become immediately payable.
- 12.5 If the Client is declared insolvent/bankrupt, awarded a suspension of payments order, or the Client's business goes into liquidation, any claim against the Client will become immediately payable.

- 12.6 In the case of an engagement given jointly by Clients, insofar as the work is performed for both/all Clients, the Client will be jointly and severally liable for payment of the invoice amount and any interest and costs payable.

Article 13 – Complaints

- 13.1 The Client must notify the Contractor in writing of any complaints with regard to the work done within sixty (60) days from the date of receiving the documents or information the Client's complaint relates to, or within sixty (60) days from the date of discovering the shortcoming, if the Client can demonstrate that it could not reasonably have discovered the shortcoming earlier. The nature and grounds of the complaint must be explained in detail in the complaint notification.
- 13.2 Complaints as referred to in clause 12.1 do not suspend the Client's payment obligation, except and insofar as the Contractor has stated that it considers the complaint well founded.
- 13.3 The Contractor must be given the opportunity to investigate the Client's complaint.
- 13.4 If the Contractor deems the complaint to be justified, the Contractor has the option of either adjusting the fees charged, improving or redoing the rejected work for free, or cancelling all or part of the performance of the engagement and refunding a proportionate amount of the fees already paid by the Client.
- 13.5 If the complaint is not lodged within the period referred to in clause 13.1, all rights of the Client in connection with the complaint will lapse.
- 13.6 The procedure for filing a complaint can be found at www.arpentus.nl.

Article 14 – Liability and indemnification

- 14.1 The Contractor is only liable vis-à-vis the Client for any loss that is a direct result from an attributable shortcoming, shortcomings or series of related shortcomings in the performance of the Agreement. This liability is limited to the amount that the Contractor's liability insurer states that it will pay out for the relevant event, increased by the Contractor's excess, where applicable, under the insurance policy. If, for whatever reason, the liability insurer does not pay out for the claim, the liability of the Contractor is limited to the fees charged for the performance of the Agreement. If the Agreement is of an open-ended nature [*duurovereenkomst*] and has a term of more than one year, the amount as referred to in the preceding sentence will be fixed at twice the fees charged to the Client in the twelve months prior to the occurrence of the loss.
- 14.2 Under no circumstances will the total compensation for loss or damage under this clause exceed EUR 50,000 (*in words: fifty thousand euros*) per event, whereby a series of related events is considered to be one event.
- 14.3 Except in the event of wilful acts or gross negligence on the part of the Contractor, the Contractor is not liable for:
- 14.3. 1. any loss or damage incurred by the Client or third parties that results from the Client providing the Contractor with incorrect or incomplete documents, data or information or not providing the Contractor with Records, data or information in a timely manner or that otherwise results from any act or omission on the part of the Client;
- 14.3. 2. any loss or damage incurred by the Client or third parties that results from any act or omission of employees engaged by the Contractor acting under the direction and supervision of the Client or auxiliary personnel (excluding any employees not acting under the Client's direction and supervision), even if these employees work for an organisation affiliated to the Contractor;
- 14.3. 3. any loss of earnings or indirect or consequential damage incurred by the Client or third parties, including but not limited to interruptions or delays in the Client's business operations;
- 14.3.4. loss or damage incurred by the Client as a result of data breaches (in whatever form and however described), immaterial damage, and loss of data.
- 14.4 A further condition for liability is that the Client has informed the Contractor in writing immediately on discovery of a shortcoming and the Contractor at all times has the right, if and insofar as possible, to rectify or limit the losses incurred by the Client by remedying or improving the product or service with the shortcoming.
- 14.5 The Client will indemnify the Contractor against any third-party claims directly or indirectly connected to the performance of the Agreement, including claims from shareholders, directors, members of the supervisory board and/or staff of the Client, as well as claims from affiliated legal entities and businesses and any other parties involved in the Client's organisation. The Client will indemnify the Contractor in particular, but not exclusively, against claims from third parties for loss arising from the Client providing the Contractor with incorrect or incomplete information, unless the Client can demonstrate that there is no connection between such loss and any imputable act or negligence on its part, or that this loss has been caused through the wilful acts or gross negligence on the part of the Contractor.
- 14.6 The Client indemnifies the Contractor against any possible claim from third parties in the event that the Contractor is compelled, under the law and/or under rules applicable to the Contractor's trade, to withdraw from the engagement and/or is compelled to cooperate with the public authorities that authorised to receive any information – which may or may not have been requested – the Contractor has received from the Client or from third parties during the performance of the engagement.
- 14.7 The Client will fully indemnify the Contractor at all times against all claims brought by the Contractor's staff against the Contractor with regard to any loss they suffer in the performance of their work at the Client's location, expressly including any claim under sections 7:658, 7:611 and 6:248 of the Dutch Civil Code.
- 14.8 The Client acknowledges and accepts that the Contractor is solely liable to the Client to the extent set out under this Article 14. The Client undertakes not to hold any employee, director, authorised representative or other natural person involved in the actual performance of the Agreement individually liable for any act or failure to act in connection with the Agreement and waives any rights in this regard. Any personal liability vis-à-vis the Client of the individuals referred to above is expressly excluded.
- 14.9 All limitations of liability of the Contractor under this Article 14 also apply in full to any person who performs the actual work for the Client on behalf of the Contractor; said person can also invoke these provisions vis-à-vis the Client.

Article 15 – Lapse of rights and powers

Unless stated otherwise in these Terms and Conditions, any right of action and other powers the Client has vis-à-vis the Contractor in connection with the work performed by the Contractor will in any event lapse sixty (60) days from the day the Client became aware or could reasonably be expected to be aware of the existence of these rights and powers.

Article 16 – Agreement termination

- 16.1 Unless agreed otherwise in writing, the Client and the Contractor may terminate the Agreement at any time, either at the end of the term or in the interim. The Client must provide at least one (1) full month's notice of termination; for Agreements for an indefinite period the Client must provide at least two (2) full months' notice.

- 16.2 If the Agreement ends before completion of the engagement, the provisions of clauses 9.1 and 9.5 apply and in any case the fees for the work done must be paid, as well as any costs incurred by the Contractor.
- 16.3 If the Client terminates the Agreement before the expiry of the term stated therein, the Client must reimburse costs incurred by the Contractor as well as compensate the Contractor for losses suffered due to early termination. Losses suffered and costs incurred include at least, but not exclusively, costs of all work performed by the Contractor and investments made in anticipation of future work that could reasonably be expected in the context of the Agreement. This also includes harm stemming from loss relating to normal operating capacity and other costs reasonably incurred or to be incurred by the Contractor in the context of the Agreement.
- 16.4 If the Contractor terminates the Agreement, the Contractor will not be liable for costs or losses incurred by the Client.
- 16.5 The party terminating the Agreement must notify the other party of this in writing.
- 16.6 If and insofar as the Contractor terminates the Agreement by giving notice to the Client to this effect, the Contractor must explain in this notice why it is terminating the Agreement and do anything the circumstances require in the interest of the Client.

Article 17 – Right to suspend fulfilment

The Contractor has the right to suspend the fulfilment of any and all of its obligations, including the delivery of Records or other items to the Client or third parties, until such time as the Client has paid in full all due and payable amounts it owes the Contractor.

Article 18 - Governing law and choice of forum

- 18.1 The services provided by the Contractor and all Agreements are governed by Dutch law. Any dispute regarding an engagement given to the Contractor will be submitted to the Court of Rotterdam.
- 18.2 In derogation of the provisions of clause 18.1, the Parties may choose an alternative means of dispute resolution.
- 18.3 Before the Parties submit a dispute in accordance with clause 18.1 or 18.2, the Parties will try to reach a solution to the dispute, either by mutual consent or with the help of an independent third party engaged by the Parties.

Article 19 – Electronic communication

- 19.1 Unless stated otherwise in writing, each of the Parties may assume that sending correctly addressed fax messages, emails (including emails sent over the internet) and voicemail messages, whether or not these include confidential information or documents relating to the Agreement, will be accepted by the other Party. The same applies to other means of communication used or accepted by the other Party.
- 19.2 The Contractor is not liable for any damage to or loss of Records and/or other items and/or information during transport or sending, regardless of whether such transport or sending is done by or on behalf of the Client, the Contractor or any third party. During the performance of the Agreement, the Client and the Contractor can, if requested by the Client, communicate with each other through electronic means. Neither Party is liable vis-à-vis the other Party for any loss or damage that one or both Parties suffer as a result of the use of electronic means of communication, networks, applications, electronic storage, or other systems, including but not limited to any losses that arise as a result of the non-delivery or delayed delivery of electronic communication by third parties, or as a result of software/equipment used for sending, receipt or processing of electronic communication, the transmission of viruses and the non-functioning or improper functioning of the telecommunication network or other means required for electronic communication, except and to the extent that such loss or damage is the result of wilful misconduct or gross negligence.
- 19.3 Both the Client and the Contractor will do anything that can reasonably be expected of them to prevent risks as referred to in this Article 19 from occurring and, also within reason, refrain from doing anything that increases such risks.
- 19.4 Unless and until any proof to the contrary has been provided by the recipient, the data extracts from the computer systems of the sender are definitive proof of the electronic communication sent by the sender and the content of such communication.
- 19.5 The provisions of Article 14 apply by analogy to the provisions of the present article.

Article 20 – Other provisions

- 20.1 If the Contractor performs any work at the Client's site, the Client will make available a suitable workplace that meets all standards under the Dutch Working Conditions Act and other applicable regulations regarding working conditions. The Client will ensure that in such a case the Contractor is provided with the office space and other facilities that, in the opinion of the Contractor, are necessary or useful for the performance of the Agreement and which meet all relevant legal and other requirements. With regard to any computer or other facilities made available, the Client must ensure continuity, among other things by means of adequate backup, security and virus control procedures.
- 20.2 During the term of the Agreement or any extension thereof and for 12 months thereafter, the Client will not hire any employee of the Contractor involved in the performance of the work or approach them to enter into employment with the Client, whether temporarily, directly or indirectly, or to perform work directly or indirectly for the benefit of the Client, as an employee or in any other capacity. In the event of a breach of this obligation, the Client will owe the Contractor an immediately payable penalty of EUR 10,000 (*in words: ten thousand euros*) per event and EUR 1,000 (*in words: one thousand euros*) for each day that the breach continues, without further notice of such breach or any legal intervention being required, and without prejudice to the Contractor's right to claim compensation for actual loss or damage suffered.
- 20.3 These Terms and Conditions are available in Dutch, English and German. In the event of a dispute about the contents or interpretation of these Terms and Conditions, the Dutch text prevails.
- 20.4 Any provision in the Agreement or these Terms and Conditions which expressly or because of their nature should continue to remain in force after expiry or termination of the Agreement will remain in effect after expiry or termination, including in any case Articles 1, 6, 9, 10, 12, 14, 18 and 20.