

General Terms and Conditions of NVE Salaris B.V.

Article 1 - Definitions

The definitions written with an initial capital letter have the following meaning in the context of these General Terms and Conditions ('the GTC'):

1. **Service Provider:** NVE Salaris B.V. [private limited company], with registered office in Schiedam, which has accepted the assignment. All assignments are solely accepted by and performed by the Service Provider, not by or due to an individual employee, irrespective of whether the Client has awarded the assignment expressly or tacitly with a view to its performance by one or more specific employees. The application of Articles 7:404, 7:407 paragraph 2 and 7:409 BW (Dutch Civil Code) is expressly excluded.
2. **Client:** The natural person or legal entity who has awarded the assignment to the Service Provider to carry out the Work.
3. **Records:** All information or data provided by the Client to the Service Provider, whether or not contained in material or non-material carriers that include but are not limited to paper, CD-ROMs, hard disks, e-mail and digital environments, including those placed with third parties, as well as all data produced or collected by the Service Provider when carrying out the assignment, whether or not it is contained in material or non-material carriers that include but are not limited to paper, CD-ROMs, hard disks, e-mail and digital environments, including those placed with third parties, as well as all other information of any relevance to the performance or completion of the assignment, whether or not contained in material or non-material carriers.
4. **Assignment / Agreement:** The agreement for services under which the Service Provider undertakes in respect of the Client to perform certain Work.
5. **Employee:** A natural person employed at or affiliated with the Service Provider, whether or not under an employment contract.
6. **Work:** All the work to be carried out by the Service Provider for the Client for which an assignment has been awarded to and accepted by the Service Provider, as well as all work arising from this for the Service Provider.

Article 2 – Applicability

1. These GTC apply to: all offers, quotations, assignments, legal relationships and agreements, howsoever called, under which the Service Provider undertakes or will undertake to perform Work for the Client, as well as all Work arising from this for the Service Provider.
2. Deviations from and supplements to these GTC are only valid if they have been expressly agreed in writing, for example in a (written) agreement or (written) assignment confirmation.
3. If these GTC and the assignment confirmation contain contradictory terms and conditions then the terms and conditions included in the assignment confirmation apply.
4. The applicability of the Client's general terms and conditions is expressly rejected by the Service Provider.
5. The underlying Assignment/Agreement – together with these GTC – represents the entire set of arrangements between the Client and the Service Provider in respect of the Work for which the Agreement is entered into. All previous arrangements or proposals between the parties in this regard lapse.

Article 3 – Information from the Client

1. The Client is obliged to provide the Service Provider with all the Records that the latter in his opinion needs for the correct performance of the Assignment awarded and is obliged to do so (a) in the desired form, (b) in the desired way and (c) in a timely way.
The Service Provider decides what is to be understood by the desired form, desired way and timely way.
2. Insofar as does not arise otherwise from the nature of the Assignment, the Client warrants the correctness and reliability of the Records he provides, including if they come from third parties.
3. The Service Provider is entitled to suspend the performance of the Assignment until the Client has fulfilled the obligations set out in paragraphs 1 and 2.
4. The Client indemnifies the Service Provider against losses arising from incorrect or incomplete Records.

5. The additional costs incurred by and additional hours spent by the Service Provider are for the account and risk of the Client, as are the other losses for the Service Provider that are due to the Client's failure to provide at all, on time or properly the Records necessary for the Work.

6. At the Client's initial request, the Service Provider will return to the Client the original Records provided by the Client.

Article 4 – Performance of the Assignment

1. The Service Provider carries out the Assignment to the best of his ability and with due observance of the applicable legislation and (professional and other) regulations.

2. The Service Provider will decide how to perform the Assignment and will select the Employee(s) to perform it.

3. The Service Provider is entitled to have Work performed by a third party to be designated by the Service Provider.

Article 5 – Professional regulations and other regulations

1. In each case, the Client fully cooperates with the obligations that arise for the Service Provider from the applicable (professional and other) regulations.

2. The Client is aware that the Service Provider may be obliged - including but not exclusively by virtue of applicable legislation and regulations - to report certain transactions to the agencies set up by the authorities, these transactions being described in this legislation and these regulations and becoming known during the performance of his Work:

- and must in certain situations make a fraud report by virtue of applicable legislation and regulations

- and may be obliged by virtue of applicable legislation and regulations to carry out an investigation into the Client or end-client, including into their respective identities.

3. The Service Provider excludes any liability for losses that arise for the Client as the result of the Service Provider's compliance with the legislation and (professional and other) regulations that apply for him.

Article 6 – Intellectual property

1. The Service Provider's performance of the Assignment does not constitute the transfer of

intellectual property rights that are vested in the Service Provider. All intellectual property rights that arise during or from the performance of the Assignment belong to the Service Provider.

2. The Client is expressly prohibited from duplicating, disclosing or exploiting the products that include intellectual property rights of the Service Provider or products for which intellectual property rights are vested in respect of their use and for which the Service Provider has acquired rights of use – including in this connection in any case but not limited to: computer programmes, system designs, procedures, recommendations, (model and other) contracts, templates, macros and other intellectual products.

3. The Client is not permitted to provide third parties with the products referred to in the second paragraph without the Service Provider's prior written consent, apart from in order to obtain an expert opinion on the Service Provider's performance of the Work. In that case, the Service Provider will impose his obligations by virtue of this Article on the third parties he engages.

Article 7 – Force majeure

1. If the parties are unable to fulfil their obligations under the agreement at all or in time or properly due to force majeure within the meaning of Article 6:75 BW (Dutch Civil Code) then these obligations will be suspended until the parties are able after all to fulfil them in the agreed way.

2. If the situation as referred to in the first paragraph occurs then the parties are entitled to terminate in writing the agreement in whole or part with immediate effect, this without there being a right to any compensation.

Article 8 – Fees

1. The work carried out by the Service Provider will be charged to the Client based on the agreed list of tariffs, the time spent on it and the costs incurred.

2. In addition to the fee, the expenses incurred by the Service Provider and the expense statements for the third parties brought in by the Service Provider will be charged to the Client.

3. The Service Provider is entitled to ask the Client to make an advance payment.

4. If the fees or tariffs undergo change after the Agreement has been formed but before the Assignment has been performed in its entirety

then the Service Provider is entitled to change the agreed tariff accordingly.

5. The fee, if necessary supplemented by advance payments and expense statements of engaged third parties and expenses incurred, will be charged on a monthly basis. Any turnover tax required by law will be charged for separately on all amounts owed by the Client to the Service Provider.

Article 9 – Payment

1. Payment by the Client of the amounts owed to the Service Provider must - without the Client being entitled to apply any deduction, discount or setoff - be made no later than 14 days after the invoice date, unless otherwise agreed. The date of payment is the date on which the amount owed is credited to the Service Provider's account.

2. If the Client fails to pay by the deadline stated in the first paragraph or by another deadline agreed between the parties then the Client is in default by operation of law and the Service Provider is entitled to start charging the statutory (commercial or other) interest rate from this time onwards.

3. If the Client fails to pay by the deadline stated in the first paragraph then the Client is obliged to reimburse all judicial and extrajudicial (payment collection and other) costs incurred by the Service Provider. The reimbursement of the costs incurred is not limited to any cost award determined by the court.

4. If an Assignment is awarded jointly then insofar as the Work is carried out for the joint Clients then they are jointly and severally liable for the payment of the invoice amount and for the interest amount(s) and costs owed.

5. If the Client's financial position or payment history gives reason to do so in the Service Provider's opinion or if the Client neglects to make an advance payment or to pay an expense statement within the payment deadline set for it then the Service Provider is entitled to demand from the Client that the latter provides (additional or other) security without delay in a form to be decided by the Service Provider. If the Client neglects to provide the required security then the Service Provider is entitled - without prejudice to his other rights - to immediately suspend the further performance of the agreement, with all that which the Client owes the Service Provider for

whatever reason becoming due and payable immediately.

Article 10 – Deadlines

1. If a deadline/date is agreed between the Client and the Service Provider by when the Assignment must be performed and the Client fails: (a) to make an advance payment (if agreed) or (b) fails to provide the necessary Records in time, completely, in the desired form and in the desired way then the Client and Service Provider will consult with each other about a new deadline/date by when the Assignment must be performed.

2. Deadlines by when the Work must be completed are only to be deemed to be a strict deadline if this is agreed expressly and in so many words between the Client and the Service Provider.

Article 11 – Liability and indemnifications

1. The Service Provider is not liable for any losses suffered by the Client that result from the Client providing the Service Provider with incorrect or incomplete Records.

2. The Service Provider is not liable for any consequential loss, direct trading loss or indirect loss that is the result of the Service Provider's failure to perform at all or in time or properly.

3. The Service Provider is solely liable in respect of the Client for losses that are the direct result of one or more (including a series of related) attributable failures in the performance of the Assignment. This liability is limited to the amount that the Service Provider's liability insurer says he will pay out in the case in question, plus any excess that the Service Provider is to bear by virtue of the insurance cover.

4. If for whatever reason the liability insurer fails to make a payout then the Service Provider's liability is limited to the amount of the fee that was charged to the Client during the twelve months preceding the occurrence of the loss.

5. The limitations on liability set out in this Article do not apply if and insofar as there is intent or deliberate recklessness on the part of the Service Provider or its executive management.

6. The Client is obliged to implement measures that limit the losses.

7. The Client indemnifies the Service Provider against third-party claims that arise from losses

caused by the Client failing to provide the Service Provider with any Records at all or only with incorrect or incomplete ones.

8. The Client indemnifies the Service Provider against claims by third parties (including employees of the Service Provider and third parties engaged by the Service Provider) who suffer losses in connection with the performance of the Assignment that are the result of the Client's acts or omissions or of unsafe situations within the latter's business or organisation.

Article 12 – Termination

1. The Client and the Service Provider may at any time terminate the agreement (including early) without due observance of a notice period. If the agreement ends before the Assignment has been completed then the Client owes the fee in accordance with the number of hours for Work performed for the Client by - and declared by - the Service Provider.

2. Termination must be made in writing.

3. If the Client proceeds to early or other termination then the Service Provider is entitled to reimbursement of the loss resulting from lower capacity utilisation that he can plausibly demonstrate he suffers, as well as reimbursement of additional costs that the Service Provider has already incurred and costs that arise from any cancellation of engaged third parties (including for example any costs relating to subcontracting).

4. If the Service Provider proceeds to early or other termination then the Client is entitled to the Service Provider's cooperation when it comes to transferring work to third parties, unless there is intent or deliberate recklessness on the part of the Client that leads to the Service Provider deeming it necessary to proceed to termination. A condition for the right to cooperation as laid down in this paragraph is that the Client has made all underlying and outstanding advance payments or paid all expense statements.

Article 13 – Right of suspension

1. After a careful weighing up of interests, the Service Provider is authorised to suspend the fulfilment of his obligations, this including the handing over of Records or other items to the Client or third parties, until all due and payable claims on the Client have been paid in full.

2. The first paragraph does not apply to Records of the Client that have not - or that have not yet - been processed by the Service Provider.

Article 14 – Due date

1. Insofar as not determined otherwise in these GTC, the rights to claim and other powers of whatever nature held by the Client in respect of the Service Provider in connection with the performance of Work by the Service Provider will in any case lapse one year after the Client learns of - or could have reasonably learned of - the existence of these rights and powers. This deadline does not apply to the option of submitting a complaint to the body/ies appointed to this end for complaint handling and/or to the Dutch Board for Disputes.

Article 15 – Electronic communication

1. During the performance of the Assignment, at the Client's request the Client and the Service Provider may communicate with each other by electronic means.

2. The Client and the Service Provider are not liable in respect of each other for any losses arising for one or both of them from the use of electronic means of communication, including but not limited to the failed or delayed delivery of electronic communication, the interception or manipulation of electronic communication by third parties or by software/equipment used to send, receive or process electronic communication, the transfer of viruses and the failure of telecommunication networks or other means needed for electronic communication to work properly or at all, apart from insofar as the losses are the result of intent or gross negligence.

3. Both the Client and the Service Provider will do or omit to do all that may be reasonably expected of each of them to prevent the aforementioned hazards from occurring.

4. The data extracts from the sender's computer systems provide conclusive evidence of the electronic communication (including of its content) sent by the sender, until such times as the recipient provides evidence to the contrary.

Article 16 – Other provisions

1. If the Service Provider performs Work on the Client's premises then the Client will ensure that the workplace is suitable and complies with the ARBO (health and safety) norms laid down by law and with other applicable regulations relating to working conditions.

The Client must ensure that in that case the Service Provider is provided with office space and other facilities that in the Service Provider's opinion are necessary or useful for the performance of the Agreement and that comply with all (statutory and other) requirements laid down for it. The Client is obliged to ensure the continuity of the (computer and other) facilities provided, including by having adequate back-ups, security and virus check procedures.

2. The Client will not take on or approach any of the Employees involved in the performance of the Work for them to join the Client's employ whether temporarily, directly or indirectly or in order to perform work directly or indirectly for the Client, whether or not in paid employment, during the term of the Agreement or any extension thereof or during the 12 months following it.

Article 17 – Applicable law and choice of forum

1. The Agreement is governed by Dutch law.

2. Any and all disputes will be settled by the competent court in the district where the Service Provider has his registered office. The parties will not appeal to a court until they have done their utmost to settle the dispute in question by consulting with each other.

Article 18 – Repair clause for nullity

1. If any provision from these GTC or from the underlying Assignment/Agreement is entirely or partially null and void and/or invalid and/or unenforceable, this as the result of any legal provision, judicial ruling or otherwise then this will not have any effect at all on the validity of all other provisions of these GTC or of the underlying Assignment/Agreement.

2. If a provision of these GTC or the underlying Assignment/Agreement is not valid for a reason as referred to in the previous paragraph but would actually be valid if it had a more limited scope or meaning then this provision will – for the time being – automatically apply with the most far-reaching or most comprehensive more limited scope or meaning within which it would be valid after all.

3. Without prejudice to the provisions in paragraph 2, the parties can decide to consult with each other in order to agree new provisions to replace the null and void or nullified provisions. As far as possible, these new provisions should be in line with the purpose and meaning of the null and void or nullified provisions.