

GENERAL TERMS AND CONDITIONS
BQuiver B.V. for the benefit of the Client

1. GENERAL

For the purposes of these General Terms and Conditions, the following definitions apply:

- 1.1. **BQuiver:** BQuiver B.V., with its registered office in Houten.
- 1.2. **Client:** the party that issues the assignment to BQuiver.
- 1.3. **Assignment:** the agreement between BQuiver and the Client, whereby BQuiver undertakes to perform certain activities.
- 1.4. **Activities:** the activities to be performed at the Client's premises in the context of the Assignment.

2. APPLICABILITY OF THESE TERMS AND CONDITIONS AND CONCLUSION OF THE ASSIGNMENT

- 2.1. These General Terms and Conditions apply to all services provided by BQuiver to the Client, unless the content of the Assignment deviates from this in writing.
- 2.2. In the event that these General Terms and Conditions and the Assignment contain conflicting terms or conditions, the terms or conditions contained in the Assignment shall apply.
- 2.3. The applicability of the Client's general terms and conditions is expressly rejected by BQuiver.
- 2.4. The Assignment will only be concluded at the moment that the Assignment signed by both parties has been received back by BQuiver. The proposal for Assignment made by BQuiver has a validity of 30 days, unless a different validity period is included in the proposal for assignment. If, after this period, the proposal Assignment has not been received signed, the proposal will automatically expire. As long as the Assignment has not yet been returned, BQuiver reserves the right to deploy its employees elsewhere.
- 2.5. If the Assignment has not yet been received back signed, but the Activities have already started, the Assignment will be deemed to have been concluded at the time that BQuiver has started the execution of the Work.
- 2.6. BQuiver considers all customer assignments to be given exclusively to it, even if it is the explicit or implicit intention that an assignment is carried out by a specific person. The effect of Article 7:404 of the Dutch Civil Code, which regulates the latter case, and the effect of Article 7:407(2), which establishes joint and several liability for cases in which an instruction has been given to two or more persons, are excluded.

3. COOPERATION BY THE CLIENT

- 3.1. The Client must ensure that all information and documents that BQuiver believes is necessary for the correct and timely execution of the Assignment are made available in a timely and complete manner.
- 3.2. The Client must ensure that BQuiver is immediately informed of (changed) facts and circumstances that may be important in connection with the performance of the Work. 3.3 Unless the nature of the Assignment dictates otherwise, the Client is responsible for the correctness and completeness of the documents made available to BQuiver, even if they originate via or from third parties.
- 3.3. The Client must make available office space and other facilities which, in the opinion of BQuiver, are necessary for the performance of the Work. The Client is also responsible for continuity by means of adequate back-up, security and virus control procedures.
- 3.4. If this is necessary for the execution of the Assignment, the Client will deploy specific personnel to enable BQuiver to perform the Work. If this specific personnel is deemed

necessary, this will be recorded in the Assignment. Costs incurred as a result of the failure to make the said personnel available or not making them available on time shall be borne by the Client.

4. EXECUTION OF THE ASSIGNMENT

- 4.1. The Work is carried out to the best of our knowledge and ability in accordance with the requirements of good workmanship. With regard to the Activities, there is an obligation to perform to the best of its ability on the part of BQuiver, unless explicitly agreed otherwise in the Assignment.
- 4.2. BQuiver reserves the right to use third parties in the fulfilment of the obligations arising from the Assignment. However, BQuiver remains liable to the Client for the performance of the Work, without prejudice to the other provisions of the Assignment. Reference to employees of BQuiver in the Assignment and in these general terms and conditions also includes third parties engaged by BQuiver.
- 4.3. BQuiver will make every effort to ensure that the employee(s) named in the Assignment are available during the entire term of the Assignment. Notwithstanding this, BQuiver has the right to replace employees after consultation with the Client. If, in the event of force majeure, an employee cannot be made available, BQuiver will make every effort to deploy an employee of equivalent quality.
- 4.4. BQuiver can only perform more work than the Activities stipulated in the Assignment and charge to the Client, after the Client has given permission for this. Additional work and/or extension of the Assignment will be re-established by BQuiver with an Assignment. Again, the provisions of 2.4 and 2.5 apply.
- 4.5. If it has been agreed that the Activities will be carried out in phases, BQUIVER shall be entitled to postpone the commencement of the Activities that belong to a subsequent phase until the Client has accepted the results of the preceding phase in writing and has paid all amounts due.

5. CLIENT'S OWN RESPONSIBILITY

- 5.1. Without prejudice to BQuiver's obligations and responsibilities in the performance of the Work, the Client remains responsible and liable for, among other things:
 - the management and management of its business, the conduct of its business activities and its own business affairs;
 - decisions made by the Client regarding the extent to which it wishes to rely on the advice, recommendations or other outcomes of the Activities provided by BQuiver, as well as regarding the use and implementation thereof;
 - the decisions taken by the Client that affect the Activities and the outcomes thereof.

6. TERM AND TERMINATION

- 6.1. The Assignment ends by operation of law upon the expiry of the term stipulated in the Assignment, except in the event of early termination in accordance with the hereafter BQuiver B.V. is established in Houten. Registration in the Commercial Register there under number 94853428. These general terms and conditions are also filed there under this number. 2/4 and what is (possibly) stipulated in the Assignment and/or any further agreement.
- 6.2. The Assignment may be terminated at any time prematurely by the Client and BQuiver in writing, with due observance of a notice period of 30 calendar days, unless otherwise agreed in the Assignment.

- 6.3. If the Client has terminated the contract prematurely, BQuiver will be entitled to reimbursement by the Client for the additional costs incurred as a result of the premature termination of the Assignment (such as, for example, costs relating to subcontracting), unless the termination is based on facts that are entirely attributable to BQuiver and there is no force majeure on the part of BQuiver. In the event of early termination, BQuiver is in all cases entitled to payment of the invoices for the work carried out up to that point. Insofar as the transfer of the work entails additional costs for BQuiver, these will be charged to the Client.
- 6.4. The Assignment may be terminated by BQuiver in writing with immediate effect if: a. The Client is declared bankrupt; b. The Client is granted a moratorium; c. The Client is liquidated; d. a precautionary or executory attachment is levied on a substantial part of the Client's movable and/or immovable property or other types of property.
- 6.5. Upon termination of the Assignment, each of the parties must immediately hand over to the other party all goods and documents in its possession that belong to the other party.

7. **SECRECY**

- 7.1. Unless required to do so by any statutory provision, regulation or (professional) rule, BQuiver and its employee(s) are obliged to maintain confidentiality vis-à-vis third parties with regard to confidential information obtained from the Client. The Client may grant an exemption in this respect.
- 7.2. Except with the written consent of the Client, BQuiver is not entitled to use the confidential information that has been made available for a purpose other than that for which it was obtained. However, an exception to this is made in the event that BQuiver acts on its own behalf in disciplinary, civil or criminal proceedings in which this information may be relevant. BQuiver will inform the Client of this.
- 7.3. Unless there is any statutory provision, regulation or (professional) rule that obliges the Client to disclose or if prior written permission has been granted by BQuiver, the Client will not disclose the content of reports, advice or other expressions, whether written or not, of BQuiver to third parties.
- 7.4. Both parties shall impose their obligations under this article on third parties engaged by them. 6.5 By way of exception to Articles 6.1 and 6.2, BQuiver is entitled to state the main features of the activities to (potential) customers of BQuiver.

8. **FEES, OBJECTIONS AND PAYMENT**

- 8.1. With regard to the work, BQuiver is entitled to the fee as agreed in the Assignment.
- 8.2. BQuiver's fee does not depend on the outcome of the Work; BQUIVER's fee is based on the degree of responsibility of the individuals in the Engagement Team, on their seniority, on their expertise, on the time they have spent on the Work, and on the nature and complexity of the Work.
- 8.3. If, after the conclusion of the Assignment, but before the Assignment has been fully executed, rate-determining factors such as wages and/or prices (based on the Consumer Price Index) undergo a change, the Assignment is extended or a new calendar year commences during the execution, BQuiver is entitled to adjust the previously agreed rate accordingly. BQuiver will inform the Client in writing of any changes in a timely manner.
- 8.4. The fee will be charged to the Client afterwards (in 4 or 5 week periods) on the basis of the hours and/or days worked. The hours and/or days worked will be recorded on timesheets

which are periodically shared by the Contractor with the Contractor.

- 8.5. For each day worked, the basis is an 8-hour working day worked on weekdays, excluding generally recognized holidays. Hours worked in excess of 9 hours per day and 45 hours per week (assuming a 5-day working week) will be charged at a surcharge of 25% on the rate. Hours worked on public holidays or weekends will be charged with a 50% surcharge.
- 8.6. Travel and accommodation expenses and other costs related to the work to be carried out are not included in the fee and will be charged separately, unless otherwise agreed in the Assignment.
- 8.7. All rates are exclusive of sales tax and other levies that are (or may be) imposed by the government.
- 8.8. Payment by the Client must be made within 28 days of the invoice date, without deduction, discount or set-off. Payment must be made in the currency indicated on the invoice, by means of a transfer to a bank account to be designated by BQuiver.
- 8.9. If the term referred to in 7.7 is exceeded, the Client will be in default by operation of law. In that case, from the date on which the sum due has become due and payable until the time of payment, the Client will owe interest at the rate of 1% per month on the sum due. In addition, all costs of collection after the Client is in default, both judicial and extrajudicial, will be borne by the Client. The extrajudicial costs are set at a minimum of 15% of the principal amount and interest, without prejudice to BQuiver's right to claim the actual extrajudicial costs in excess of this amount. The legal costs include the full costs incurred by BQuiver, even if they exceed the statutory liquidation rate.
- 8.10. Objections to the amount of invoices submitted do not suspend the Client's payment obligation.
- 8.11. Objections with regard to the work performed and/or the invoice amount must be made in writing within 5 working days of the date of dispatch of the documents or information about which the Client is complaining, or within 5 working days after discovery of the defect.
- 8.12. In the event of a justified complaint, the Client has the choice between adjusting the fee charged, correcting it free of charge. BQuiver B.V. is located in Houten. Registration in the Commercial Register there under number 94853428. These general terms and conditions are also filed there under this number. 3/4 or re-performance of the rejected work or the total or partial non-performance of the Assignment against restitution in proportion to the fee already paid by the Client.
- 8.13. If, in the opinion of BQuiver, the Client's financial position and/or payment behaviour gives cause to do so, BQuiver is entitled to require the Client to immediately provide additional security in a form to be determined by BQuiver (including the provision of a bank guarantee) and/or to provide an advance. If the Client fails to provide the required security, BQuiver shall be entitled, without prejudice to its other rights, to immediately suspend the further execution of the Assignment and all that the Client owes to BQuiver for whatever reason shall be immediately due and payable.
- 8.14. In the case of a joint Assignment, the Clients are jointly and severally liable for the payment of the full invoice amount, insofar as the work has been carried out on behalf of the joint Clients.
- 8.15. If the failure to perform the Activities of the Assignment is attributable to the Client, the fee for the hours already worked (including preparatory hours) will be charged.

9. INTELLECTUAL

- 9.1. Without prejudice to the provisions of Article 6, the Client acknowledges the exclusive right of BQuiver to all intellectual and industrial property rights to materials/products (of the mind) that have been made available by it, or that have been developed by the Professional during the performance of the Work. There is only an exception to this if and insofar as these rights have already been vested in the Client before the Assignment was issued, have already been correctly filed or have otherwise been protected and recorded
- 9.2. If necessary, the Client will cooperate in the transfer to BQuiver of intellectual and industrial property rights to materials/products that it has made available to the Client, or that have been developed with the help of (products of) BQuiver during the execution of the Assignment
- 9.3. The Client is expressly prohibited from reproducing, disclosing or exploiting those products, including computer programs, system designs, working methods, advice and other intellectual products of BQuiver, all in the broadest sense of the word, whether or not with the involvement of third parties, this is only permitted after written permission from BQuiver.
- 9.4. The Client has the right to reproduce the written documents/products for use within its own organisation, insofar as it is appropriate within the purpose of the Assignment. In the event of early termination of the Assignment, the foregoing shall apply mutatis mutandis.
- 9.5. The Client shall ensure that no intellectual property rights to which third parties are entitled will be violated as a result of the execution of this Agreement. The Client indemnifies BQuiver against infringement of intellectual property rights of third parties.

10. DELIVERY

- 10.1. If the Client owes an advance payment or is required to provide information and/or materials required for the execution, the period within which the work must be completed will not commence until after the payment has been received in full, or the information and/or materials have been made available in full.
- 10.2. Because the duration of the Assignment can be influenced by all kinds of factors, such as the quality of the information provided by the Client and the cooperation provided, the deadlines within which the work must be completed can only be regarded as strict deadlines if this has been expressly agreed.
- 10.3. Unless it has been established that execution is permanently impossible, the Client may not dissolve the Assignment on account of a single delay in the deadline. This is different if BQuiver does not perform the Assignment or does not perform it in full within a reasonable period of time notified to it in writing after the agreed delivery period has expired. Dissolution is then permitted in accordance with Article 6:265 of the Dutch Civil Code.

11. LIABILITY

- 11.1. BQuiver will perform its work to the best of its ability and observe the care that can be expected from BQuiver.
- 11.2. BQuiver is excluded from any liability, except for liability for damage caused by intent or gross negligence on the part of BQuiver and its employees and damage suffered by the Client as a direct result of a serious breach by BQuiver of the contractual obligations arising from the Assignment.
- 11.3. In the event of damage as described in 11.2, BQuiver is liable for damage up to a maximum of once the amount of the fee

for the relevant Assignment for the last three full calendar months prior to the damage-causing event. If less than 3 full calendar months have passed, the amount will be determined on the basis of the expected fee as described in the Assignment.

- 11.4. The Client indemnifies BQuiver against claims by third parties for damage caused by the Client providing incorrect or incomplete information to BQuiver, unless the Client demonstrates that the damage is not related to culpable acts or omissions on its part, or was caused by intent or equivalent gross negligence on the part of BQuiver.
- 11.5. The limitation of liability laid down in paragraph 11.3 is hereby also stipulated for the benefit of the third parties engaged by BQuiver for the execution.

12. FORCE MAJEURE

Shortcomings of both parties in the performance of the agreement cannot be attributed to the party in question if they are not attributable to his fault nor are they for his account by virtue of the law, agreement or generally accepted opinions (force majeure). If the situation of force majeure has lasted more than fifteen days, or if it is to be expected that the situation of force majeure will last longer than 15 days, both parties may terminate the Assignment prematurely, without observing any notice period. BQuiver B.V. is located in Houten. Registration in the Commercial Register there under number 94853428. These general terms and conditions are also filed there under this number. 4/4 If the Assignment, the performance of which was temporarily prevented by force majeure, is still performed, premature termination is no longer possible.

13. TAKEOVER OF CONTRACTS

- 13.1. The Client is not permitted to transfer any obligation under the Assignment to third parties, unless BQuiver expressly agrees to this in writing. BQuiver is entitled to attach conditions to this permission.
- 13.2. In any event, the Client undertakes to impose all relevant payment obligations under the Assignment on third parties. The Client shall at all times remain liable to this third party for the obligations arising from the Assignment, unless the parties agree otherwise.
- 13.3. The Client indemnifies BQuiver against all claims from third parties that may arise as a result of the Client's failure to comply with any obligation under the Assignment or to comply with it incorrectly.

14. E-MAIL AND INTERNET USAGE

- 14.1. During the execution of the Assignment, the Client and BQuiver may communicate by means of electronic mail. The Client and BQuiver hereby declare that they will not be liable to each other for damage to the other party that may arise from the use of electronic mail.
- 14.2. Both parties shall do or refrain from doing all that may reasonably be expected of each of them to prevent possible viruses, delays and distortions.

15. CONFIDENTIALITY, PRESERVATION AND OWNERSHIP OF THE FILE

BQUIVER will keep a file with regard to the Client's assignment. BQUIVER takes appropriate measures to ensure the confidentiality and secure preservation of the file and to keep the files for a period that is acceptable for the proper practice of the profession and that is in accordance with the legal

provisions and professional rules on retention periods. The files are the property of BQUIVER.

16. EXPIRY PERIOD

- 16.1. Insofar as these General Terms and Conditions do not stipulate otherwise, the Client's rights of action and other powers on any account whatsoever against BQuiver in connection with the performance of work by BQuiver shall in any event lapse after one year after the moment at which the Client became aware or could reasonably have become aware of the existence of these rights and powers.

17. WAIVER OF RIGHTS

- 17.1. BQuiver's failure to directly enforce any provision or condition in the Assignment shall not affect or limit BQuiver's rights and powers under the Assignment. Waiver of any term or condition in the Assignment shall only be effective if made in writing.

18. CONVERSION

If and to the extent that this provision of these General Terms and Conditions cannot be invoked on the grounds of reasonableness and fairness or the unreasonably onerous nature of a provision, the relevant provision shall in any case have as similar a meaning as possible with regard to its content and purport, so that it can be invoked. The other provisions will, of course, remain in force.

19. AFTER-EFFECTS

The provisions of the Assignment, of which it is expressly or implicitly intended that they remain in force even after termination of the Assignment, will remain in force afterwards and will continue to bind both parties.

20. TAKEOVER OF STAFF

- 20.1. During the term of the Assignment or for 12 months after its end, the Client and BQuiver are not permitted to employ employees (including the third parties employed by the BQuiver) of the other party involved in the execution of the Assignment or to negotiate with these employees about employment or to enter into any direct or indirect contractual relationship, unless in consultation and with the consent of the other party. 18.2 In the event of a breach of the provision in 18.1, an immediately payable penalty of EUR 25,000 per event plus EUR 500 per day or part thereof that the violation continues, without prejudice to BQuiver's right to claim full compensation and/or to terminate the Agreement.

21. INVOCATION OF GENERAL TERMS AND CONDITIONS BY THIRD PARTIES

Not only BQuiver, but also all persons engaged in the execution of an Assignment can invoke these General Terms and Conditions. The same applies to former employees of BQuiver, including any heirs, if they are held liable after they have left BQuiver's company.

22. APPLICABLE LAW/COMPETENT COURT

- 22.1. The Assignment is exclusively governed by Dutch law.
22.2. Disputes arising from or in connection with the Assignment will be submitted to the competent court in Utrecht, but not after it has become apparent that the parties are unable to reach a solution in mutual consultation.
22.3. Contrary to the provisions of paragraph 2, BQuiver and the Client are entitled to agree in writing to submit disputes to any other judicial body, such as an arbitration committee.