

## General terms and conditions C&B More B.V.

THE GENERAL TERMS AND CONDITIONS HAVE BEEN FILED AT THE CHAMBER OF COMMERCE ZUIDWEST-NEDERLAND UNDER NO. 56384165

### 1. General

The following terms are used in these general terms and conditions:

1.1 Principal: the natural person, the joint venture, partnership or legal entity which gave the Contractor instructions to perform Work.

1.2 Contractor: C&B More B.V. All agreements are established with the Contractor and are exclusively fulfilled by the Contractor, to the exclusion of Sections 7:404 and 7:407 (2) of the Dutch Civil Code. This also applies if it is the Principal's explicit or implicit intention that the Work is to be performed by a specific individual or specific individuals.

1.3 Work: all work for which the Contractor has received instructions or which the Contractor performs on another account. In any case, interpreted in the widest possible sense and this encompasses the work as outlined in the engagement letter.

1.4 Records: all goods, including documents or data media (whether in digital form or not), which the Principal has made available to the Contractor, as well as all goods, including documents or data media, which have been produced by the Contractor in the scope of fulfilling the instructions.

1.5 Agreement: every agreement between the Principal and the Contractor to perform Work by the Contractor for the Principal in conformance with the stipulations specified in the confirmation of the instructions.

### 2. Applicability

2.1 These general terms and conditions apply to: all offers, quotations, instructions, legal relationships and agreements, under whatever name, in which the Contractor undertakes/will undertake to perform Work for the Principal, as well as to all Work resulting from the same for the Contractor.

2.2 The provisions in these general conditions have not only been drawn up to be applicable in the relation with the Contractor, but also to be applicable to all persons who currently or in the past have worked for the Contractor (whether or not in employment), as well as all (legal) persons engaged by the Contractor in the performance of any assignment, and all persons for whose acts or omissions the Contractor could be held liable. This clause constitutes an irrevocable third-party clause within the meaning of article 6:253 of the Dutch Civil Code.

2.3 Deviations from and additions to these general terms and conditions are only valid if these have been agreed upon explicitly and in writing, for example in a (written) agreement or confirmation of the instructions.

2.4 The Contractor reserves the right to amend these general terms and conditions at any time and without prior notice. The amended terms and conditions shall apply to all legal relationships with the Principal established after the amendment.

2.5 In the event that these general terms and conditions and the confirmation of the instructions contain conflicting conditions, the conditions included in the confirmation of the instructions will apply.

2.6 The Contractor explicitly rejects any applicability of the Principal's general terms and conditions.

2.7 The underlying Instructions/Agreement together with these general terms and conditions represent the full agreements between the Principal and the Contractor regarding the Work for which the Agreement is concluded. It replaces all prior agreements made between the parties or proposals made in this respect.

### **3. Commencement and duration of the agreement**

3.1 Each Agreement is only established and commences at the time the confirmation of the instructions signed by the Principal has been returned to and signed by the Contractor or, if applicable, after confirmation by e-mail, provided this is in accordance with practice between the parties. The confirmation shall be based on the information provided by the Principal to the Contractor at that time and shall be deemed to accurately and completely reflect the Agreement.

3.2 The parties are free to prove the establishment of the Agreement by other means.

3.3 Each Agreement is entered into for an indefinite period of time, unless the nature, contents or purpose of the instructions given show that the Agreement was entered into for a fixed period of time.

### **4. Information of the Principal**

4.1 The Principal is required to make all information and Records which the Contractor believes are necessary to correctly fulfill the Agreement available to the Contractor in time, in the requested form and in the desired manner.

4.2 The Contractor is entitled to suspend the fulfillment of the Agreement until the Principal has complied with the obligation mentioned in the previous paragraph.

4.3 The Principal is required to notify the Contractor at once regarding facts and circumstances which may be relevant in connection with the fulfillment of the Agreement.

4.4 The Principal guarantees that the information and documents which are made available to the Contractor by or on behalf of the Principal are correct, complete and reliable, even if the information and documents originate from third parties.

4.5 The extra costs resulting from delays in the fulfillment of the Agreement and the extra fee resulting from any failure to make the desired information available or to do so in time or properly will be borne by the Principal.

4.6 If and to the extent that the Principal so requests, the documents made available will be returned to the Principal, subject to the stipulations under O.

### **5. Fulfillment of the Agreement**

5.1 The Contractor determines the manner in which and by what person(s) the Agreement will be fulfilled. If possible, the Contractor will take any directions from the Principal regarding the fulfillment of the Agreement into account, provided these instructions are sound and are given in a timely fashion.

5.2 The Contractor shall perform the Work with due care and expertise, in accordance with the standard of a reasonably competent and diligent professional. However, the Contractor cannot guarantee that the intended result will be achieved. There is an obligation of effort and not an obligation of result. The Contractor shall respect and abide by applicable laws and regulations, including rules of conduct and professional practice, in the performance of the assignment.

5.3 The Contractor is entitled to have a person or third party to be designated by the Contractor perform specific Work without notification to and explicit consent from the Principal if the Contractor believes that this is advisable.

5.4 The Contractor will fulfill the Agreement in accordance with the rules of conduct and the professional rules that apply to him, which are part of the Agreement, and in accordance with the statutory requirements. Upon request, a copy of the rules of conduct and the professional rules applying to the Contractor will be sent to the

Principal. The Principal will respect the Contractor's obligations and the obligations for parties working at or for the Contractor, respectively, that arise from these rules of conduct and professional rules and from the law.

5.5 In the event that Work is performed for the profession or business of the Principal during the duration of the Agreement which is not covered by the Work to which the Agreement relates, this Work will be deemed to have been performed based on separate Agreements.

5.6 Any terms specified in the Agreement for performing the Work will be approximate terms rather than deadlines. Thus, in the event that such a term is exceeded this does not constitute a culpable failure on the part of the Contractor; consequently this is not a ground for dissolving the Agreement. Terms set for completing the Work can only be considered as deadlines if the Principal and the Contractor have explicitly agreed on this in so many words.

5.7 Unless stipulated otherwise in writing, the fulfillment of the Agreement is not specifically aimed at detecting fraud. In the event that the work results in indications of fraud, the Contractor will report this to the Principal. In so doing, the Contractor is required to observe applicable statutory and other rules as well as the regulations and guidelines issued by the various professional organizations.

## **6. Confidentiality**

6.1 The Contractor is required to maintain confidentiality with respect to third parties who are not involved in the fulfillment of the Agreement. This confidentiality involves all confidential information which the Principal made available to the Contractor and the results obtained by processing this information. This confidentiality does not apply to the extent that statutory or professional rules, including but not limited to the notification duty resulting from the Dutch Act on Measures to Prevent Money Laundering and the Financing of Terrorism and other national or international rules with a similar purpose, impose a duty of disclosure on the Contractor, or in as far as the Principal has released the Contractor from the confidentiality obligation. This stipulation does not prevent confidential consultations between colleagues within the Contractor's organization or with third parties involved in the Work pursuant to Article 5.3, to the extent that the Contractor deems this necessary for careful fulfillment of the Agreement or the due observance of statutory or professional rules.

6.2 The Contractor is entitled to use the figures obtained after processing for statistical or comparative purposes, provided these figures cannot be traced back to individual Principals.

6.3 The Contractor is not entitled to use the information which the Principal makes available to the Contractor for any purpose other than the purpose for which the information was obtained, except as stipulated in paragraph 2, and in the event that the Contractor is acting on his own behalf in disciplinary, civil, administrative or criminal proceedings in which these documents may be relevant. In the event that the Contractor is accused of having committed or participated in a violation or crime, it is entitled to use Documents of the Principal towards government agencies or the courts, if disclosure is useful in the context of conducting the Contractor's defense. In the event that a fine is imposed on the Contractor in connection with the Work, the Contractor is also entitled to use the information available to it in the context of conducting a defense. The Contractor is entitled to recover a fine imposed on the Principal in connection with the Work, if the Contractor cannot be blamed. 6.4 Except with the Contractor's explicit prior written consent, the Principal is not permitted to disclose the contents of recommendations, opinions or other (written) statements from the Contractor or to make these contents available to third parties in any other way, except to the extent that this results directly from the Agreement, is done to obtain an expert opinion regarding the Contractor's Work in question, the Principal is under a statutory or professional duty of disclosure, the information is provided to the Dutch Tax Authorities or the administrative court, or the Principal acts on his own behalf in disciplinary, civil or criminal proceedings.

## **7. Intellectual property**

7.1 The Contractor reserves all rights regarding products of the mind which he uses or used in the scope of the fulfillment of the Agreement with the Principal, to the extent that legal rights to those products may exist or are established.

7.2 The Principal is explicitly prohibited from providing those products, including but not limited to computer programs, system designs, work methods, advice, (model) contracts and other products of the mind, all this in the broadest sense of the word whether or not by using third parties to third parties, or to reproduce, publish or exploit those products.

7.3 The Principal is not permitted to provide (resources of) those products to third parties other than for the purpose of obtaining an expert opinion regarding the Contractor's Work. In that case, the Principal will impose his obligations under this article upon the third parties he calls in.

## **8. Force majeure**

8.1 In the event that the Contractor is unable to fulfill his obligations under the Agreement or is unable to fulfill these obligations in time or properly as a result of a cause that cannot be attributed to him, including but not limited to illness of such a number of employees that the normal course of business is disrupted, crucial malfunctions in the computer network and other stagnation in the normal course of business within his company, those obligations will be suspended until such time as the Contractor is once again able to fulfill them in the agreed manner. 8.2 In the event that the situation referred to in the first paragraph occurs, the Principal is entitled to cancel all or part of the Agreement in writing, without this giving rise to any right to damages.

## **9. Fee**

9.1 The Contractor is entitled to suspend the performance of his Work before the start of the Work and in the interim until the Principal pays an advance for the work to be performed, to be reasonably fixed by the Contractor, or has furnished security for this, if such advances were agreed upon. Initially, an advance paid by the Principal will be set off against the final invoice.

9.2 The Contractor's fee does not depend on the outcome of the Work performed.

9.3 The Contractor's fee may comprise a pre-determined amount per Agreement and/or may be calculated based on rates per time unit worked by the Contractor and is payable as and when the Contractor has performed Work for the Principal.

9.4 In the event that an amount fixed per Agreement is agreed upon, the Contractor is entitled to charge a rate per time unit worked on top of this, if and to the extent that the scope of the Work exceeds the scope of the Work provided for in the Agreement, in which case the Principal must also pay this additional amount.

9.5 In the event that wages and/or prices change after the establishment of the Agreement but before the instructions have been fully carried out, the Contractor is entitled to adjust the rate agreed on accordingly, unless the Principal and the Contractor have made other agreements in this regard.

9.6 The Contractor's fee, if necessary plus disbursements and invoices from third parties called in, including the value added tax due, if any, will be charged to the Principal on a monthly, quarterly or annual basis or after completion of the Work.

## **10. Payment**

10.1 The Principal must pay the invoice amount within the terms agreed upon, but in no event later than 30 days after the invoice date, unless otherwise agreed in the order confirmation, in Euros, by means of payments

into a bank account to be designated by the Contractor and in as far as the payment regards work, the Principal has no right to a discount or setoff.

10.2 In the event that the Principal fails to pay within the term mentioned in paragraph 1 or within the term further agreed upon, the Principal will be legally in default and the Contractor is entitled to charge the statutory (commercial) interest from the due date until the day of payment in full, without any further summons or notice of default being required, all this without prejudice to the Contractor's further rights.

10.3 All costs including those for drawing up and sending reminders, conducting settlement negotiations and other acts in preparation for possible legal proceedings, as well as judicial costs incurred as a result of judicial or extrajudicial collection of the claim, shall be borne by the Principal, also insofar as these costs exceed the judicial cost order. The extrajudicial costs are set at a minimum of 15% of the amount to be claimed, with a minimum of € 250.-.

10.4 In the event that the Contractor is of the opinion that the Principal's financial position or payment record gives rise to this, the Contractor is entitled to demand that the Principal furnish (additional) security in a form to be specified by the Contractor. In the event that the Principal fails to furnish the requested security, the Contractor is entitled without prejudice to any other rights he may have to immediately suspend the further fulfillment of the Agreement and everything that the Principal owes the Contractor on any account whatsoever will be due and payable at once.

10.5 In the event of instructions issued jointly, the Principals are jointly and severally liable for the payment of the invoice amount to the extent that the Work has been performed for the collective Principals.

## **11. Complaints**

11.1 Complaints regarding the work performed and/or the invoice amount must be notified to the Contractor in writing within 30 days after the documents or information about which the Principal complains have been sent or within 30 days after the defect is discovered, in the event that the Principal demonstrates that he reasonably was unable to discover the defect earlier.

11.2 Complaints as referred to in the first paragraph do not suspend the Principal's payment obligation, except to the extent that the Contractor indicates that he believes the complaint is valid.

11.3 In the event of a valid complaint, the Contractor can either adjust the fee charged, rectify or redo the rejected Work at no cost or not (or no longer) perform all or part of the instructions in exchange for restitution in proportion to the fee which the Principal already paid.

11.4 In the event that the complaint is filed too late, all rights of the Principal in connection with the complaint become null and void.

## **12. Liability and indemnification**

12.1 The Contractor is only liable to the Principal for damage which directly results from a (related series of) culpable failure(s) in fulfilling the Agreement. This liability is limited to the amount paid for the event in question according to the Contractor's liability insurer, plus the excess to be paid by the Contractor under the insurance policy, if any. If the liability insurer does not pay for any reason whatsoever, the Contractor's liability is limited to the amount of the fee charged for fulfilling the Agreement. In no event will the total compensation of the damage by virtue of this article amount to more than EUR 100,000 per event, in which a series of related events is deemed to be a single event, unless in view of the scope of the instructions or the risks related to the instructions the parties at the time the Agreement is entered into feel that there is reason to deviate from this maximum.

12.2 The Contractor is not liable for:

- damage occurring at the Principal or third parties which is the result of the provision of incorrect or incomplete information by the Principal to the Contractor or which is the result of some other act or omission on the part of the Principal;
- damage occurring at the Principal or third parties which is the result of acts or omissions on the part of agents called in by the Contractor (not including employees of the Contractor), also if these work for an organization which is affiliated with the Contractor;
- consequential damage or loss of profits occurring at the Principal, including but not limited to interruptions in the orderly conduct of events in the Principal's business.

12.3 The Contractor will at all times be entitled to remedy or limit the Principal's damage by rectifying or correcting the defective product if and to the extent possible.

12.4 The Contractor is not liable for any damage to or the loss of documents during transport or dispatch either by mail or by digital means, regardless of whether the transport or dispatch takes place by or on behalf of the Principal, the Contractor or third parties. During the fulfillment of the Instructions, the Principal and the Contractor may communicate by electronic means at the Principal's request. The Principal and the Contractor are not liable towards each other for damage –possibly occurring for either of them as a result of the use of electronic means of communication, including –but not limited to– damage resulting from failures or delays in the delivery of electronic communication by third parties or by software/equipment used to send, receive or process electronic communications, the transmission of viruses and the failure of the telecommunication network or other means required for electronic communication to function (properly), except to the extent that the damage is the result of willful misconduct or gross negligence. Both the Principal and the Contractor will do everything they reasonably may be expected to do or refrain from doing to prevent the risks mentioned above from occurring. The data extracts from the sender's computer systems serve as conclusive proof of (the contents of) the electronic communication sent by the sender until the recipient has furnished proof to the contrary.

12.5 The Principal indemnifies the Contractor against all claims from third parties, including shareholders, directors, supervisory directors and employees of the Principal, as well as affiliated legal entities and enterprises and others involved in the Principal's organization and directly or indirectly related to the fulfillment of the Agreement. The Principal specifically indemnifies the Contractor against claims from third parties on account of damaged caused because the Principal provided incorrect or incomplete information to the Contractor, unless the Principal demonstrates that the damage is not related to any culpable act or omission on his part, or has been caused by willful misconduct or gross negligence on the part of the Contractor.

12.6 The Principal indemnifies the Contractor against all possible claims from third parties in the event that the Contractor is forced by law and/or his professional rules to return the instructions and/or is forced to render his assistance to government agencies which are entitled to receive information both when asked and at their own initiative which the Contractor received from the Principal or third parties in the course of fulfilling the instructions.

### **13. Personal data protection act**

13.1 In the context of an engagement provided to the Contractor by the Principal, or in the context of complying with legal obligations resting with the Contractor, the Contractor may process personal data pertaining to the Principal and/or persons connected with or employed by/for the Principal.

13.2 The Contractor may process personal data in connection with the optimization of the Contractor's provision of services to the Principal, as well as in connection with the ability of the Contractor to approach the

Principal and/or persons employed by/for the Principal with information and services of the Contractor and third parties.

13.3 The processing of personal data by the Contractor in the context of the activities referred to in paragraphs 1 and 2 shall take place in accordance with the prevailing privacy legislation and regulations.

13.4 The Principal has an independent duty to comply with the Personal Data Protection Act (Wet bescherming persoonsgegevens). The Principal shall indemnify the Contractor against all claims of third parties in connection with non-compliance by the Principal. The indemnification will include all loss suffered and costs incurred by the Contractor with any such claim.

#### **14. Confidentiality, safekeeping and ownership of files**

The Contractor keeps working papers related to the engagement. The Contractor will take all steps deemed appropriate for maintaining the confidentiality and safe custody of working papers and for retaining them for a period considered acceptable for good practice and in accordance with statutory and professional requirements concerning record retention. The working papers are the property of the Contractor.

#### **15. Expiry period**

Unless otherwise stipulated in these general terms and conditions, rights of action and other powers of the Principal on any account whatsoever towards the Contractor in connection with the performance of Work by the Contractor will in any case become null and void one year after the time at which the Principal learned or reasonably could have learned of the existence of these rights and powers. This term does not regard the possibility to file a complaint with the appropriate body (bodies) for complaint handling.

#### **16. Cancellation**

16.1 The Principal and the Contractor can terminate the Agreement at any time with immediate effect by giving notice. In the event that the Agreement ends before the instructions are completed, the stipulations of Article 9 apply.

16.2 The other party must be informed of the cancellation in writing.

16.3 If and to the extent that the Contractor terminates the Agreement by giving notice, he must inform the Principal of his reasons for the cancellation and do everything the circumstances demand in the interest of the Principal.

#### **17. Right of suspension**

The Contractor is entitled to suspend fulfillment of all his obligations, including the surrender of documents or other matters to the Principal or third parties, until all payable claims against the Principal are paid in full. The Contractor may only refuse to surrender Records after making a careful consideration of interests.

#### **18. Other**

These general terms and conditions have been drawn up in the Dutch language and translated into the English language. In case of any contradiction or discrepancy between the Dutch and English versions, the Dutch text shall prevail, which shall be considered binding for the interpretation and application of these general terms and conditions.



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**19. Applicable law and jurisdiction clause**

19.1 All Agreements between the Principal and the Contractor to which these general terms and conditions apply are governed by Dutch law.

19.2 All disputes in connection with Agreements between the Principal and the Contractor to which these general terms and conditions apply will be settled by the competent court in the district where the Contractor is domiciled.

19.3 Contrary to the stipulation in paragraph 2, the Principal and the Contractor may opt for another dispute resolution manner.