

General Terms and Conditions (Netherlands) for business services of the companies of the Interfisc Group Netherlands

Article 1 Definitions

In these terms and conditions, unless where otherwise indicated the following terms are used with the following meanings:

User: Interfisc Holding B.V. and/or its subsidiaries Interfisc B.V., Ravil Intersurance B.V., Interfisc-Arbo B.V., Interfisc Consult B.V., Interuse B.V.;

Client: the user's counter-party;

Contract: the services agreement

Article 2 General

- 2.1 These general terms and conditions apply to every offer, price quote and contract between the user and a client to which the user has declared these conditions applicable, insofar as the parties do not depart from these terms and conditions explicitly and in writing;
- 2.2 These general terms and conditions also apply to all contracts with the user for the performance of which the user makes use of the services of third parties;
- 2.3 Any departures from these terms and conditions are only valid if explicitly agreed in writing, indicating that the stipulation is being agreed in departure from the general terms and conditions;
- 2.4 Applicability of any terms and conditions of the client is explicitly rejected;
- 2.5 In the event that one or more of the provisions of these terms and conditions at any time is null and void or is avoided due to a conflict with statutory provisions, the other provisions of these terms and conditions shall remain in effect. The parties undertake, in such a case, to replace the provision(s) in question with (an) equivalent provision(s), such that the purpose and meaning of the void or voided provision(s) are taken into account to the greatest extent possible.

Article 3 Offers and price quotes

- 3.1 All offers are without obligation and may therefore be revoked by the user, even within 10 business days after acceptance of the offer by the client, unless where an acceptance term is specified in the offer;
- 3.2 Price quotes made by the user are based on the facts provided by the client, and are without obligation unless indicated otherwise;
- 3.3 If a natural person signs a contract on behalf of or for the client, he/she declares by signing the contract that he/she is authorized to do so. This person is, alongside the client, jointly and severally liable for all obligations under the contract;
- 3.4 The prices in the offers and price quotes indicated are in euro, exclusive of VAT and other governmental levies, and exclusive any costs to be incurred in the context of the contract (including travel costs, shipping and office costs) unless otherwise indicated;
- 3.5 If the acceptance differs (whether or not on minor points) from the price quote set out in the offer, the user is not bound by the acceptance. In that event, the contract is not concluded in accordance with this differing acceptance unless stated otherwise by the user;
- 3.6 The order is qualified only as what is accepted as such by the user in writing, unless where indicated otherwise by the user. The contract signed by the user or the order confirmation drafted and signed by the user, together with the general terms and conditions, constitutes the full agreement between the parties;
- 3.7 A composite price statement does not oblige the user to perform a portion of the order at a corresponding portion of the stated price;

- 3.8 Offers or price quotes do not apply to future orders;
- 3.9 All offers will be accompanied by a copy of these general terms and conditions, insofar as the client has not received them from the user for the purposes of a previous contract. If at any time these general terms and conditions are changed, the new general terms and conditions will be immediately sent to the client and will be applicable to the contract between user and client as from the moment referred to in those terms and conditions.

Article 4 Performance of the contract

- 4.1 The user will perform the contract to the best of its understanding and ability, and in accordance with sound professional standards. The standards of the previous sentence will be based on the current state of the art;
- 4.2 If and insofar as required for a proper performance of the contract, the user is entitled to have certain activities performed by third parties. If desired, the user will provide the client with relevant information in this regard;
- 4.3 The client will ensure that all information the user identifies as necessary or which the client should reasonably understand as necessary for the performance of the contract is provided to the user in a timely manner. If the information required for the performance of a contract is not provided to the user in a timely manner, the user is entitled to suspend the performance of the contract and/or charge the extra costs arising from the delay to the client at the standard rates for those services;
- 4.4 The user is not liable for damages of any nature whatsoever caused by the user basing its work on any incorrect and/or incomplete information provided by the client, unless the user should have been aware of this inaccuracy/incompleteness;
- 4.5 If it is agreed that the contract will be performed in phases, the user is authorized to postpone the commencement of the components that are part of a subsequent phase until the client has approved the results from the previous phase in writing;
- 4.6 If the user or third parties engaged by the user perform work for the order at the client's location or a location designated by the client, the client shall at its own expense ensure safety and provide the facilities desired in reasonableness by the employees;
- 4.7 The client indemnifies the user for any claims of third parties that may suffer damages relating to the performance of the contract and which damages are attributable to client.

Article 5 Change of the contract

- 5.1 If during the performance of the contract it becomes apparent that proper performance of the contract will require changes or additions to the work to be performed, the parties will adjust the contract accordingly, in a timely manner and in proper consultation. The provisions of Art. 3 concerning the effecting of assignments shall apply mutatis mutandis;
- 5.2 If the parties agree that the agreement will be amended or supplemented, the moment of completion of performance may be affected. The user shall promptly notify the client of this;
- 5.3 If the change or supplement to the agreement has financial and/or qualitative consequences, the user can inform the client thereof in advance;
- 5.4 If a fixed fee has been agreed, the user will indicate the extent to which the change or supplement to the contract will entail an increase in the fixed fee.

Article 6 Term of contract; period of performance

- 6.1 The contract between user and client is entered into for an indefinite period, unless the nature of the contract dictates otherwise or unless the parties agree otherwise explicitly and in writing;
- 6.2 Any date agreed in the contract for the completion of certain activities will not be considered an absolute deadline. This means that if the term of performance is exceeded, the client must notify the user in writing that the user is in breach.

Article 7 Fee

- 7.1 When entering into the contract, the parties may agree on a fixed fee;
- 7.2 If no fixed fee is agreed, the fee will be determined on the basis of time actually worked (hours or partial hours). The fee will be calculated in accordance with the user's normal hourly rates applicable for the period in which the work is performed, unless a non-standard hourly rate is agreed;
- 7.3 The fee and any cost estimates are exclusive of VAT;
- 7.4 For contracts with a term of more than three months or contracts with a term that is not known in advance, the user can charge the costs incurred on a periodic basis;
- 7.5 If the user agrees with the client on a fixed fee or hourly rate, the user is nonetheless at all times authorized to increase this fee or rate in circumstances such as if during the performance of the work it becomes apparent that the originally agreed or expected amount of work was estimated at the time of signing the contract at a level so inadequate that the user cannot reasonably be expected to perform the agreed work at the originally agreed fee;
- 7.6 The user is at all times authorized to charge price increases (for example, if the user can demonstrate that between the moment of quoting and the time of performance, wage costs or costs of technical support have increased substantially);
- 7.7 The user shall be entitled to automatically index the rates on an annual basis and shall notify the client in writing of the indexed rates.
- 7.8 The user may at any time change the agreed fee in observance of a period of 3 months. The user will inform the client of the change in writing. The client is deemed to consent to the price change unless the client notifies the user to the contrary, in writing within a month after the sending of the notice of the price change. In that case, the contract will end as of the date on which the price change would have become effective.

Article 8 Payment

- 8.1 Unless where otherwise indicated on the invoice, payment must be made within 21 days after the date of invoice, in a method stipulated by the user and in the currency of the invoice. Dispute of the amount of the invoice does not suspend the payment obligation; In the event that the client has failed to pay within the applicable period, the client shall, by action of law, be in default following expiry of that period. As of that time the client then incurs interest of 1% per month or portion of a month, unless the statutory interest/commercial interest rate is higher, in which case the higher interest rate applies. The interest on the exigible amount will be calculated as from the moment that the client is in default up to the moment of payment of the full amount.
In addition, in the event of late payment the client is forfeit an immediately exigible penalty (to be determined annually) upon the first payment reminder sent by the user, and upon each subsequent payment reminder a percentage of the outstanding amount (to be determined annually);
- 8.2 In the event of liquidation, bankruptcy, admission of the client to the statutory debt restructuring scheme under the Dutch Debt Rescheduling (Natural Persons) Act, confiscation or suspension of payments/provisional suspension of payments of the client, the user's claims against the client are immediately exigible;
- 8.3 The client is obliged without delay to notify the user of an inability to pay on its part. 'Without delay' is understood to mean at the moment that the client is aware or should be aware that there is a good chance that it will no longer be able to fulfil its (payment) obligations.
- 8.4 Payments will be applied first against the costs, then against the outstanding interest due, and finally against the principal and running interest.
- 8.5 The client is not authorized to settle any debt under the contract from any claim of the user;
- 8.6 The user reserves the right to require (i) security for the payment and/or (ii) advance payment at any time. The user may suspend performance of its obligations until the security desired is provided;

- 8.7 Services and/or products supplied shall in any case remain the property of the user until payment in full, including that of all costs owed, has taken place. Following payment, services and/or products supplied can still remain the property of the user, depending on the nature of the services and/or products in question.
- 8.8 The user shall be entitled to settle any debt issuing from the agreement with any claim against the client. The user shall likewise be entitled to settle any debt of a party affiliated with the user to the client from any claim of the user against the client. In the event that the client at any moment is aware or should be aware that there is a good chance that it will no longer be able to fulfil its (payment) obligations and, in conflict with 8.3 of these terms and conditions, fails to notify the user of this, settlement automatically shall take place at that moment of any debt to the client or any party affiliated with the user from any claim of the user against the client.

Article 9 Collection costs

- 9.1 If the client fails to fulfil or is in default of the fulfilment of its obligations (or is late in doing so), all reasonable extrajudicial costs for obtaining fulfilment will be borne by the client. At a minimum, the client owes the costs of collection in the event of a monetary claim. The collection costs are calculated in accordance with the collection rates as recommended by the Netherlands Bar Council for collection matters;
- 9.2 If the user has incurred higher costs that were reasonably necessary, these costs are also subject to reimbursement;
- 9.3 Judicial and enforcement costs will also be borne by the client.

10 Investigation, complaints

- 10.1 The client must notify the user of any complaints concerning the work performed, in writing and within 3 days after the discovery of the issue, and no later than within 8 days after the completion of the activities in question. The notice of breach must contain a, as detailed as possible, description of the failing in order to allow the user to respond adequately.
- 10.2 If a complaint is well-founded, the user will still perform the services as agreed, unless such performance has become demonstrably useless to the client. If the latter situation applies, the client must notify the user in writing;
- 10.3 If still performing the agreed work is no longer possible or useful, the user will only be liable within the limits of the provisions of the article "Liability."

Article 11 Cancellation

- 11.1 Unless otherwise agreed, the parties may cancel the contract at any time, by notice in writing, with effect at the end of a calendar month. The parties must observe a notice period of three months;
- 11.2 In the event that the agreement prematurely – i.e., without full observance of the term of notice – is terminated by the client, the user shall be entitled to compensation on account of the resulting loss of utilisation, this unless the termination is based on compelling facts and circumstances which are attributable to the user. Further, the client shall at that time be obliged to pay the invoices for tasks executed up to that time as well as invoices which would have followed for tasks to be executed if the correct term of notice had been observed. The preliminary results of the tasks executed up to that time shall also, following payment, and subject to reservation, be placed at the disposal of the client. The provisions under 8.8 of these terms and conditions shall also apply in this regard.
- 11.3 If the agreement is prematurely terminated by the user, then in consultation with the client the user will arrange for transfer of the work yet to be performed to third parties, unless the termination is based on facts and/or circumstances that are attributable to the client.
- 11.4 If the transfer of the work entails extra costs for the user, the client will compensate the user for these costs.

Article 12 Cancellation

If after a contract with the user has been signed, the client wishes to cancel the contract, 10% of the agreed fee (including VAT) will be charged to the client as cancellation fee, without prejudice to the user's right to claim full compensation of damages, including loss of profit. In the event that no fee has been agreed, the estimated amount owed per month shall be charged, likewise without prejudice to the right to full compensation, including lost profit.

Article 13 Suspension and dissolution

- 13.1 The user is authorized to suspend the fulfilment of the obligations under the contract, or dissolve the contract, if:
- the client does not or does not fully fulfil the obligations under the contract;
 - after signing the contract, the user becomes aware of circumstances that constitute grounds to suspect that the client will not fulfil its obligations. In the event there are grounds to suspect that the client will perform only partially or not adequately, suspension is only permitted insofar as justified by the failing;
 - upon signing the contract, the client is requested to furnish security for the fulfilment of its obligations under the agreement, and this security is not furnished or is insufficient;
- 13.2 The user is also entitled to dissolve the contract or have it dissolved if circumstances arise of such nature that fulfilment of the contract is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise of such nature that maintaining the contract unchanged cannot reasonably be expected.
- 13.3 Further, the user is authorized to suspend the agreement for a maximum of two months if the user is obliged to immediately fulfil obligations under the aforesaid contracts with third parties. If this period lasts longer than two months, then either party is authorized to dissolve the contract without obligation to compensate the other party for losses;
- 13.4 If the contract is dissolved, the claims of the user against the client are immediately exigible. If the user suspends the fulfilment of the obligations, it retains its statutory and contractual claims;
- 13.5 The user at all times retains the right to claim compensation of damages.

Article 14 Liability

- 14.1 In any case in which the user proves to be liable, this liability is limited to the liability regulated in this clause;
- 14.2 If the user is liable for direct damages, then that liability is limited to a maximum of the amount of the benefit to be paid by the user's insurer, or up to the maximum invoice amount, or that portion of the contract to which the liability pertains;
- 14.3 Under no circumstances is the user liable for indirect damages, including consequential loss, loss of profit, loss of savings and/or damages due to business stoppage;
- 14.4 The limitations of liability for direct damages set out in this article do not apply if the losses are due to intent or gross negligence of the user or its subordinates.
- 14.5 All legal claims against the user, including damages claims, expire after one year has passed since the claim in question arose.

Article 15 Indemnifications

- 15.1 The client indemnifies the user for claims of third parties relating to intellectual property on material or data provided by the client used during the performance of the contract;
- 15.2 If the client provides information carriers, electronic files, software, etc. to the user, the client guarantees that these information carriers, electronic files or software are free of viruses and defects and are compliant with the privacy rules, regarding the protection of personal details.

Article 16 Force majeure

- 16.1 The parties are not obliged to fulfil any obligation if it is impeded in that fulfilment as the result of circumstances not resulting from fault and for which the party in question is not accountable pursuant to the law, pursuant to a juristic act or according to generally accepted practice;
- 16.2 In these terms and conditions, in addition to the definition under the statutory definition and the definition as found in case law, force majeure is understood to include all external causes, foreseen or unforeseen, beyond the control of the user and rendering the user unable to fulfil its obligations. This includes strikes within the user's company;
- 16.3 The user is also entitled to invoke force majeure if the circumstance impeding fulfilment or continued fulfilment of the contract comes into effect after the user should have fulfilled its obligation;
- 16.4 During the period that force majeure continues, the parties may suspend the obligations under the contract. If this period lasts longer than two months, then either party is authorized to dissolve the contract without obligation to compensate the other party for losses;
- 16.5 Insofar as at the time the situation of force majeure comes into effect, the user has already partially fulfilled its obligations under the contract or will do so, and the portion of the performance already completed or to be completed represents an independent value, then the user is authorized to invoice the portion already completed/to be completed separately. The client is obliged to pay this invoice as if invoiced under a separate contract.

Article 17 Confidentiality

- 17.1 Each party is obliged to observe confidentiality in regard to all confidential information obtained from the other party or any other source in the context of their contract. Information is qualified as confidential if designated as such by the other party or if the nature of the information entails as such;
- 17.2 If pursuant to a provision of law or a judicial decision, the user is obliged to disclose confidential information to third parties designated by the law or the competent court, and there is no statutory right or other right to refuse disclosure acknowledged or permitted by the competent court that the user can invoke, the user is not obliged to pay compensation or indemnification and the counter-party is not authorized to dissolve the contract on the basis of any resulting damages.

Article 18 Intellectual property and copyright

- 18.1 Without prejudice to the other provisions of these terms and conditions, the user reserves the rights and authorities extended to it under the Copyright Act;
- 18.2 All brand names, image marks, logos and documents provided by the user, such as reports, recommendations, agreements, calculations, designs, sketches, drawings, software, etc. shall and will continue to be the property of the owner and are solely intended for use by the client and may not be duplicated, released or disclosed to third parties by the client without the prior written permission of the user; the client shall ensure that the intellectual property rights of the user are not violated, including subsequent to the expiry of the agreement.
- 18.3 The client is obliged to correctly install, use and administer all products and services provided to it in electronic form, including CD-ROM/diskette, and including licenses to the use of information. The ownership rights are exercised by the user.
- 18.4 The user reserves the right to use the knowledge gained through the performance of the activities for other purposes insofar as doing so does not bring confidential information to the knowledge of third parties.

Article 19 Non-takeover of personnel

During the term of the contract, as well as for a period of one year after its termination for whatever reason, the client will neither employ any employees of the user or organisations engaged by the user in the performance of this contract and who are or were involved in that performance, nor allow any such employees to work for it whether directly or indirectly, unless after proper consultation thereon with the user.

Article 20 Disputes

The District Court at The Hague is competent to take cognisance of disputes, to the exclusion of all other forums. Nonetheless, the user is entitled to submit the dispute to the competent court stipulated by law.

Article 21 Applicable law

All contracts between the user and the client are governed by the law of the Netherlands. The agreement and these corresponding conditions were originally drafted in Dutch, and in order to exclude disputes based on language interpretation, the Dutch text prevails in all cases.

Article 22 Filing of terms and conditions

These terms and conditions have been filed with the Chamber of Commerce and industry in The Hague, and are applicable as from 1 January 2017 up until the time at which new general terms and conditions are declared applicable. The general terms and conditions are also published on the web site www.interfisc.nl.