

GENERAL TERMS AND CONDITIONS FOR CONSULTANCY SERVICES

Article 1 Interpretation and Definitions

1.1. In these General Terms, in addition to the terms defined elsewhere in the General Terms, the following defined terms shall have the following meanings:

Agreement:

means the agreement between the Parties, which consists of the SOW, these General Terms and any other written documents and/or Appendices;

Appendix:

means an exhibit to these General Terms;

Confidential Information:

means all information in written, electronic, oral or visual form which is disclosed during the term of the Agreement by a Party and which is marked as confidential, designated at any time as being confidential (verbally or otherwise) or which by its nature or the circumstances in which it is made known ought reasonably to be regarded as confidential. IP-Rights are deemed Confidential Information of Parties;

Consultant:

means the consultant(s) of VanEigens, as identified in applicable SOW;

Customer:

means the entity with which the SOW has been concluded;

Deliverables:

means any deliverables identified in the SOW to be provided to Customer in respect of the Service;

Fees:

means the fees and expenses payable by Customer to VanEigens for the Service provided pursuant to and in accordance with the SOW;

General Terms:

means these general terms and conditions of VanEigens;

IP-Rights:

means any patent right, copyright, design right, trade mark right, sui generis rights in databases, whether registered or not, as well as any application to register any of the aforementioned rights, and (rights in) trade secrets, or know-how and any other intellectual or industrial right of whatever nature in any part of the world, include but are not limited to applications related to or claims to such rights or licenses, whether or not implicitly granted;

Parties:

means VanEigens and Customer jointly;

Statement of Work:

the agreement VanEigens enters into with a Customer, in which the scope and nature of the Service is further described and specified, hereinafter referred to as "SOW";

Service:

means all services, performed by the Consultant, and Deliverables that are the subject of an Agreement, as specified in the relevant SOW;

VanEigens:

means VanEigens B.V., a private limited liability company incorporated and registered under the laws of the Netherlands, having its registered office (1165 MP) Suikersilo-West 23-24 in Halfweg, The Netherlands;

Working Days:

means Monday through Friday from 9 AM to 5 PM, with the exception of official holidays as recognized in the Netherlands.

Article 2 Applicability

- 2.1. These General Terms are applicable to all Agreements and other legal acts relating to (the Service of) VanEigens, whether or not by electronic means.
- 2.2. The applicability of the general and/or other terms and conditions of Customer is hereby expressly rejected, unless it has been agreed otherwise in writing. If in the latter case a conflict occurs between the present General Terms and conditions applied by Customer, then the present General Terms shall prevail.
- 2.3. VanEigens may amend these General Terms at any time. Customer will be notified of any amendments in advance, after which notice period the amendments will enter into force and be part of the Agreement.

Article 3 Scope and Services

- 3.1. VanEigens shall make every effort to ensure that the Service is provided with due care and in accordance with the Agreement. VanEigens shall provide the Service on the basis of a best efforts obligation. Parties agree that any obligations are not result obligations (“geen resultaatsverplichting”) and/or any dates are not final (“geen fatale termijn”) unless specifically agreed to by the Parties or after an adequate notice of default given by Customer with a reasonable remedy term.
- 3.2. Parties acknowledge that the performance of the Service and/or meeting the agreed timelines under the Agreement shall also depend on the responsibilities of Customer as described under the applicable Agreement.
- 3.3. Parties will appoint a project manager for a direct line of communication for the performance of the Service.

- 3.4. VanEigens shall ensure to use an appropriately qualified, skilled and experienced Consultants for rendering the Service in accordance with the Agreement. VanEigens shall at all times be entitled to replace the Consultant with one or more other Consultants with the same qualifications.
- 3.5. VanEigens shall perform the Service, except where explicitly agreed otherwise with Customer, during the Working Days. In case the Service has to be performed outside the Working Days, the following rates will apply:
 - a) During weekdays: 150% of the agreed Fee;
 - b) During weekends (Saturday and Sunday): 200% of the agreed Fee; and
 - c) During holidays: 300% of the agreed Fee.

Article 4 Pricing and Payment

- 4.1. Customer shall pay VanEigens the Fees for the Service as set forth in the applicable Agreement.
- 4.2. VanEigens may adjust the Fees, with a maximum of 5% per year. VanEigens will notify Customer of an adjustment at least 45 days in advance.
- 4.3. The relevant documents and information from VanEigens' administration or systems shall be conclusive evidence of the Service provided by VanEigens and the amounts payable by Customer in return for this Service, without prejudice to Customer's right to submit evidence to the contrary.
- 4.4. Invoices will be sent as early as on the last day of the month and will be paid within 30 days. Any processing time for

Customer's internal payment processes (e.g. purchase orders) are considered to be executed within the payment term of 30 days.

- 4.5. If Customer fails to pay the amounts due or to pay the amounts due in a timely manner, statutory commercial interest shall be payable by Customer on the outstanding amount without a demand or notice of default being required. If Customer still fails to pay the amount owed after receiving a demand or notice of default, VanEigens may refer the debt for collection, in which case VanEigens shall also be obliged to pay all in-court and out-of-court expenses in addition to the total amount due, including all costs charged by external experts.
- 4.6. The Fees do not include national travel expenses, which will be billed separately based on € 0,35 per kilometre or cost of train ticket, depending on travel method.
- 4.7. The Fees do not include extraordinary expenses defined as any International travel and lodging expenses. Parties will discuss and agree upon these extraordinary expenses prior to incurring the same.
- 4.8. The Fees are based on the scope set forth in the specific Agreement and depend on Customer meeting its responsibilities, as stated in clause 3.2 of these General Terms, under the Agreement in a timely manner and deploying on its part an adequate number of sufficiently skilled personnel (either own personnel and/or third parties) for the performance of the Agreement.
- 4.9. In the event of (requested) changes of the scope of the Service or if any of Customer responsibilities as described in the

Agreement are not performed as required or prove to be incorrect, it may cause change to the timelines, Fees and expenses, Deliverables, level of effort required, or otherwise impact VanEigens' performance of the Service described in the Agreement, for which VanEigens cannot be held liable. A separate agreement or addendum will be created and signed to cover any changes to the Agreement.

- 4.10. Fees shall be invoiced monthly based on actual hours and costs made. Billing line items according to the schedule as specified in the Agreement are estimated on the current scope as set forth in the Agreement. Payment shall not be dependent on achieving any particular milestone or the acceptance of any particular Deliverable.

Article 5 Changes and Additional Work

- 5.1. If VanEigens has performed other services that fall outside of the content or scope of the agreed Service at the request or with the prior consent of Customer, such services shall be paid for by Customer in accordance with the agreed Fees. If no Fees have been agreed, VanEigens' standard rates shall apply. VanEigens shall under no circumstances be obliged to comply with such a request, and where it does comply, it may require Customer to enter into a separate written agreement for this purpose.
- 5.2. Customer accepts that services as referred to in this clause may affect the agreed or anticipated time of completion of the Service and the mutual responsibilities of Customer and VanEigens. The fact that (the demand for) additional work arises during the execution of the Agreement shall

under no circumstances constitute any liability on VanEigens nor grounds for Customer to terminate or rescind the Agreement.

- 5.3. In so far as a fixed price has been agreed in respect of the Service, VanEigens shall, upon request, notify Customer in writing regarding the financial implications of the additional work or services as referred to in this clause.

Article 6 Risk

- 6.1. The risk of loss, theft, misappropriation of or damage to deliverables, items, products, data, documents, software, data files or data (codes, passwords, documentation etc.) produced or used within the context of the execution of the Agreement, shall pass to Customer when Customer or one of Customer's agents comes into actual possession of them. In so far as these objects are in the actual possession of VanEigens or one of the Consultants, VanEigens shall bear the risk of loss, theft, misappropriation or damage.

Article 7 Privacy

- 7.1. Parties shall each comply with the General Data Protection Regulation ("GDPR").
- 7.2. Parties acknowledge and agree that, subject to the Agreement, VanEigens qualifies as a processor within the meaning of clause 4(8) of the GDPR, and Customer as a controller within the meaning of clause 4(7) of the GDPR.
- 7.3. Parties will execute a separate Data Processor Agreement.

Article 8 Confidentiality

- 8.1. Parties shall ensure that all Confidential Information received from the other Party is kept secret. The Party that receives such Confidential Information shall only use this information for the purpose for which it has been provided. Except as otherwise permitted by these General Terms, Parties shall not disclose to any third party the contents of the Agreement or any Confidential Information provided by or on behalf of Parties during the term of the Agreement and for a period of 2 (two) years after its termination.

Article 9 Intellectual Property Rights

- 9.1. Parties agree that any and all existing IP-Rights of either Party will not be transferred as part of the Service performed for Customer, unless explicitly agreed in writing between Parties.
- 9.2. Parties agree that only results of the Service which (i) are exclusively developed for Customer, (ii) are usable for Customer only, or (iii) which are designated as such by and between the Parties in the Agreement (hereinafter: "Results") shall be owned by Customer, and thus meaning that VanEigens shall assign the IP-Rights (if any) to Customer. Customer accepts and agrees however that VanEigens may still use and exploit the components, general principles, ideas, designs, algorithms, documentation, work, programming languages, protocols, standards and suchlike that form the basis of the development of the Results as long as this does not infringe Customer's IP-Rights, for other purposes without any restrictions, on its own behalf or on behalf of a third party. Also, VanEigens' right to carry out

development work, on its own behalf or on behalf of a third party, that is similar or derived from the development work that is being carried out or has been carried out on behalf of the Customer, shall not be affected. For the avoidance of doubt: any other results or deliverables will continue to be owned by VanEigens.

Article 10 Force Majeure

- 10.1. Neither of the Parties shall be obliged to meet any obligations, including any guarantee obligation agreed between the Parties, if it is prevented from doing so as a result of force majeure. Force majeure shall in any event include: (i) a situation of force majeure encountered by VanEigens' own suppliers, (ii) failure by secondary suppliers engaged by VanEigens on the Customer's instructions to duly meet their obligations, (iii) the defectiveness of items, hardware, software or materials provided by third parties that VanEigens has been instructed to use by Customer, (iv) government measures, (v) electricity failure, (vi) faults affecting the internet, computer network or telecommunication facilities (including any ddos attacks), (vii) war, (viii) workload, (ix) strike action, (x) general transport problems (xi) illness of personnel and (xii) the unavailability of one or more members of staff.
- 10.2. If a situation of force majeure lasts for longer than sixty (60) days, either of the parties shall be entitled to terminate the Agreement in writing. The Service already performed on the basis of the Agreement shall in this case be settled on a pro rata basis, and the Parties shall not owe one another any other amounts.

Article 11 Indemnification and liability

- 11.1. Any liability (including an indemnity) of VanEigens which is covered by an insurance policy, is at all times capped to the amount actually paid out by the insurer. If the liability of VanEigens is not covered by an insurance policy, the below limitation as outlined in clause 11.2 will apply.
- 11.2. VanEigens accepts liability to the extent as shown by this clause 11. VanEigens' liability, whether based upon (attributable) failure to perform the Agreement and/or unlawful act, for any direct loss is at all times limited to a total, aggregate, cumulative maximum of the Fees as paid by Customer to VanEigens under the relevant Agreement. Parties agree that a damage-occurring event cannot trigger liability under various Agreements. By 'direct loss' shall exclusively be understood:
- d) reasonable expenses which Customer would have to incur to have VanEigens' performance fulfill the Agreement. However, such loss shall not be compensated if Customer has terminated the Agreement on the basis of termination for cause (in Dutch: "ontbinding");
 - e) reasonable expenses incurred in determining the cause and extent of the loss insofar as such determination relates to any direct loss within the meaning of the Agreement;
 - f) reasonable expenses incurred in preventing or reducing a loss insofar as Customer proves that such expenses have resulted in a reduction of any direct loss within the meaning of this clause.

- 11.3. VanEigens' liability for any other loss than direct loss, including - but not limited to - indirect loss, consequential loss, damages due to late delivery, damages due to late billing, loss of and/or damage to data (incl. validation, transformation and/or integration), incorrect audit data, loss of revenue, loss of profits, lost savings and loss caused by interruption of operations, is fully excluded.
- 11.4. The limitations mentioned in the preceding paragraphs shall not apply if and insofar as the damage is the result of willful intent or gross negligence by the board of directors or the executive management of VanEigens.
- 11.5. VanEigens liability shall not arise unless Customer forthwith and properly declares VanEigens in default in writing, stating a reasonable period in which to remedy the failure, and VanEigens continues, and can be held accountable for continuing to fail in the fulfillment of its obligations even after such remedy period. The notice of default must specify the failure in as much detail as possible and reported by Customer to VanEigens in writing as soon as reasonably possible after it has been arisen, so that VanEigens will be able to react adequately and timely. Every claim against VanEigens expires within 12 months after the claim has arisen.

Article 12 Duration and termination

- 12.1. Unless stated otherwise in the relevant Agreement, the Agreement is valid for an initial term for a period of two (2) years. After this initial term, the Agreement will automatically be renewed for, each time, a renewed period of 12 (twelve) months, unless terminated by either Party with a

notice period of six (6) months before expiry of the renewed period (the end-date defined as the "Termination Date"). The right of either Party to early terminate for convenience is excluded.

- 12.2. The Agreement will commence on the date of execution.
- 12.3. The Agreement will automatically terminate, without VanEigens becoming liable whatsoever to Customer, if VanEigens is not entitled to provide the Service any longer for whatever reason, including but not limited to changes in the applicable law.
- 12.4. Either Party may terminate the Agreement if the other Party, after having given proper notice of default in writing specifying as many details as possible and stating a reasonable period within which to remedy the failure, fails to meet, and can be held accountable for not performing, any material obligations arising from the Agreement.
- 12.5. Either Party may terminate the Agreement immediately if:
- g) the other Party makes a composition for the benefit of creditors;
 - h) the other Party is insolvent or is unable to pay its debts as they fall due in the ordinary course of its business;
 - i) any proceedings are instituted by or against the other Party in bankruptcy or under any insolvency laws or for re-organization, receivership or dissolution.
- 12.6. Upon the termination being effective, Customer will cease:
- j) any and all use of the Service;

- k) any and all use of VanEigens' IP-rights, including VanEigens' brands, except any sub-license as stated in clause 9.2 of these General Terms.
- 12.7. If requested and agreed by Parties, the Parties will draw up and agree upon an exit plan, dealing with post-contractual services that may be provided by VanEigens after the termination (for whatever reason) being effective, as well as dependencies on the part of Customer in that respect. The purpose of the exit plan is to allow Customer to migrate to an alternative, if Customer so requires. The services performed by VanEigens under an exit plan will be borne by Customer.
- 12.8. The Party terminating the Agreement pursuant to the terms hereof will not be liable to the other Party for any claims, damages, or liabilities arising against the other Party by reason of the exercise of the right to termination under the Agreement.
- 12.9. Without prejudice of clause 12.1 of these General Terms, these General Terms do not limit either Party's rights to terminate the Agreement under the provisions of the law applicable to the relevant Agreement.
- 12.10. In the event of termination of the Agreement, there will be no refund of paid Fees. Amounts invoiced by VanEigens prior to termination in respect of Service already performed will remain payable in full subject to the provisions of the preceding sentence and will become due and payable at the time of the termination.

Article 13 Governing Law

- 13.1. These General Terms will be governed by the laws of the Netherlands.
- 13.2. The Vienna Sales Convention (CISG) does not apply. All disputes arising out or in connection with the Agreement that cannot be settled amicably, shall be referred exclusively to the competent court of Amsterdam.

Article 14 Miscellaneous

- 14.1. Neither Party shall (a) assign or transfer the relevant Agreement to a third party without the prior written consent of the other Party; such consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Agreement shall be binding upon the heirs and successors of the Parties to the relevant Agreement, and no such prior written consent shall be required to assign or transfer the Agreement to any entity that (i) controls, is controlled by, is under common control with the assigning Party, or (ii) to an entity that is acquiring all or substantially all of the assigning Party's assets.
- 14.2. Parties agree that during the term of the Agreement and for twelve (12) months following termination of the Agreement, neither Party will solicit, hire, or engage any employee, Consultant or contractor of the other Party. This limitation does not apply to voluntary responses to general solicitations of employees or contractors.